



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

**REQUEST FOR PROPOSAL FOR
APPOINTMENT OF AGENCY FOR FACILITY
MANAGEMENT AND HOUSEKEEPING AT MPCB'S
OFFICES AND LABORATORIES ACROSS MAHARASHTRA**

RFP Reference No: MPCB/EE/04 Date – 16/12/2025

Date of Publish: 16/12/2025

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

ISSUED BY:

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DISCLAIMER

This Request for Proposal (RFP) for **“Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across 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.

This request for RFP is not an offer by Maharashtra Pollution Control Board but an invitation to receive responses from eligible and interested agencies execute the project of deploying skilled, semi-skilled and unskilled manpower for Facility Management and Housekeeping at Mumbai, Maharashtra for Maharashtra Pollution Control Board (MPCB)

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

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

ABBREVIATIONS

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

KEY TERMS- DEFINITION

Term	Definition
Associate	Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder.
Applicable Laws	Shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including governmental authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any governmental authority or any person acting under authority of any governmental authority or statutory authority including any notification issued by the Reserve Bank of India or of any governmental authorities, as may be in force or effect during the subsistence of the Bidding Documents.
Authorized Signatory/ Representative	Shall have the meaning as ascribed to it in Clause 2.15 of this RFP.
Authority/ Corporation	This means Maharashtra Pollution Control Board (MPCB).
Bid / Proposal	This means the documents in their entirety comprising of the pre-qualification Proposal, Technical and Financial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MPCB.
Bidder(s)/Agency /Supplier	Technically and financially strong Business Organization/Firm who shall engage in the business of supply of manpower (skilled, semi-skilled and unskilled) for housekeeping and facility management including but not limited to cleaning floors, restrooms, workstations, and common areas, waste disposal, and ensuring hygiene standards, upkeep and maintenance of infrastructure, utilities, and equipment, including electrical systems, plumbing, HVAC, security, pest control, and space management etc., as per scope of work.
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision, and execution of Project.
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Conflict of Interest	Shall have the meaning as ascribed to it in Clause 2.2 of this RFP.
Contract/Agreement	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contract / Project Period	The time period for completion of the entire project scope of work starting from signing of contract till specific duration mentioned defined in the RFP
Contractor/Selected Bidder/Successful Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work mentioned in the RFP.
Control	means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (Fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.

Term	Definition
Deliverables	The services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the process of selection of Bidder to complete the bid process in MPCB.
Employer	This shall mean MPCB and is the party who will employ the Successful Bidder to carry out the Works through contractual engagement.
End of Contract	This refers to the time when the Contract Period has ended.
Financial Year	Shall mean a Financial Year period starting from 1 st April and ending on 31 st March of the respective year.
Letter of Intent / Letter of Award	This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Bidder for implementation of the Project.
Non- compliance	Failure / refusal to comply to the terms and conditions of the proposal / Agreement.
Project	This refers to activities related to housekeeping and facility management at MPCB's HQ, Mumbai, Maharashtra State.
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 GST) finally agreed between MPCB and the Bidder for Services mentioned in the RFP, which will be the maximum value payable to the Bidder for this Project.

NOTICE FOR REQUEST FOR PROPOSAL

RFP Ref. No: MPCB/EE/04

Date: - 16/12/2025

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across 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, download e-tender 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) should be paid online through payment gateway. 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 and conditions.

The summary of details with regard to this Notice for Request for Proposal and Tender Schedule are listed in the table below:

S. No.	Items	Description
1.	RFP Publish	Date - 16/12/2025 11.00 IST
2.	Name of the Project	Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across Maharashtra
3.	RFP Reference No.	MPCB/EE/04 Date – 16/12/2025
4.	RFP Document Download	Start Date: 16/12/2025 11.00 IST End Date: 08/01/2026 17:00 IST Please visit the below mentioned e-Tendering website. https://mahatenders.gov.in
5.	Last date of submission of Pre- Bid Queries	22/12/2025 17.00 IST
6.	Pre-Bid meeting	Pre-Bid Meeting 23/12/2025 15:00 IST Pre-Bid meeting to be attended physically or virtually. Virtually through MS Teams (link shall be available on e-Tendering website. https://mahatenders.gov.in , and MPCB official website https://mpcb.gov.in details shall be shared at later stage.
7.	Details to be referred for requesting clarifications	All the queries should be received on or before through email only with subject line as follows: "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: ee@mpcb.gov.in
8.	Last date of Bid Submission	09/01/2026 15:00 IST
9.	Pre-qualification Proposal Opening	12/01/2026 15.05 IST
10.	Financial Bid Opening	Will be declared after technical scrutiny.
11.	Address	Maharashtra Pollution Control Board, 04 th floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-67808888, 022-67808813 Email ID: ee@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	₹ 10,00,000/ (INR Ten Lakhs Only) to be paid online through e-tender portal
14.	Security Deposit / Performance Bank Guarantee (PBG)	Ten Percent (10%) of the Annual cost of the contract (include. Service Charge and GST) valid for a period of Fifteen (15) months. The PBG must be renewed if the contract is extended by MPCB.

S. No.	Items	Description
		PBG should be only from Nationalized / Scheduled commercial banks.
15.	Signing of Contract	Within Thirty (30) days from the date of issue of Work Order or as intimated by MPCB. If the agreement is not signed within the stated time frame, MPCB shall reserve the right to revoke the offer made, at the discretion of Hon'ble Member Secretary, MPCB.
16.	Bid Validity Period	Validity of Bid shall be One Hundred and Eighty Days (180) days from the date of opening of Stage 1 bid. To be extended as per MPCB's instructions.
17.	Contract Period	The initial contract period will be One (01) year from the date of issuance of the Work Order. Based on the satisfactory performance of the Successful Bidder, the contract may be extended for an additional one (01) year at a time; however, the total contract duration shall not exceed Three (03) years
18.	Method of Selection	Least Cost Based Selection (L1 basis)
	Contact Details The Member Secretary, Maharashtra Pollution Control Board, 3 rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-67808888, 022-67808813 Email ID: ee@mpcb.gov.in Website: https://MPCB.maharashtra.gov.in/	

Notes:

- 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.
- All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone numbers for any doubts/information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd. Next Tender (India) Pvt. Ltd. on 020-3018 7500.
- Bidders should submit the documents related to tender online.
- 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.
- 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>.
- Detailed timetable for the various activities to be performed in e-tendering process by the tenderer for quoting their offer is given in above table. Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
- 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.
- 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: INTRODUCTION

1.1 Background

Maharashtra Pollution Control Board (MPCB) operates under the Department of Environment, Government of Maharashtra. The Board is entrusted with ensuring compliance with all provisions of the Pollution Control Act as prescribed by the Ministry, across establishments in Maharashtra whose operations or processes may impact the natural environment.

The Board's Head Office is located at Sion, Mumbai, with a Central Laboratory at Mahape, and Regional Offices (RO), Sub-Regional Offices (SRO), and Regional Laboratories strategically positioned across the state. These units collectively support studies, implementation, and programs aimed at preventing, controlling, or mitigating pollution and ensuring effective execution of environmental regulations.

To maintain the upkeep of its offices and laboratories, MPCB intends to engage an experienced and capable service provider for Housekeeping and Facility Management services through an outsourcing arrangement.

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to identify and engage a qualified and experienced Service Provider to deliver comprehensive Facility Management and Housekeeping Services across various offices and laboratories of the Maharashtra Pollution Control Board (MPCB). This includes ensuring cleanliness, hygiene, maintenance of infrastructure, and support services that contribute to a safe, efficient, and well-maintained working environment. The selected Service Provider will be responsible for executing the scope of work detailed in this document, in alignment with MPCB's operational standards and compliance requirements.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 Consortium/ Joint Venture / Sub-contracting

Consortium / Joint Venture is not allowed within the scope of this RFP. Also, sub-contracting any part of scope of work is not allowed.

2.2 Conflict of Interest:

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MPCB shall be entitled to forfeit and appropriate the EMD/Performance Security, as the case may be, 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 viz. ownership in a mutual stock/ share of nominal/ immaterial value; 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 (family/professional) 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.

2.3 Completeness of Response

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

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

2.4 Proposal Preparation Costs

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

2.5 Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the Excel format as mentioned in **Annexure 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 integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses.

2.6 Amendment of RFP Document

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

2.7 Supplementary Information to the RFP

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

2.8 MPCB's right to terminate the process.

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

2.9 MPCB's Right to accept/ reject any bids

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

2.10 Earnest Money Deposit (EMD)

1. Bidders are required to submit an Earnest Money Deposit (EMD) online for an amount mentioned under the clause "NOTICE INVITING PROPOSAL" through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder's EMD will be returned within Thirty (30) days from the date of finalization of the contract / tender.
3. No interest will be paid by MPCB on the EMD amount, and it will be refunded to all Bidders (including the successful Bidder) without any accrued interest on it.
4. The Bid submitted without EMD mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - If during the bid process, a bidder indulges in any such deliberate act as would 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.
 - If the Bidder does not submit the Performance Bank Guarantee, then also EMD may be forfeited.

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

2.11 Authentication of Bid

1. The Proposal shall be submitted through Maha-Tender Website <https://mahatenders.gov.in>. The procedure for filing of e-tender is provided on the portal. For any queries or errors faced related to uploading and submission of Technical and Financial proposals, payment of Tender Fee and proof of the Bank Guarantee, as part of this RFP, the Bidder(s) may contact the e-portal's 24 x 7 helpdesk at toll free number as mentioned on the Maha-Tender Website. The Bidder(s) may kindly note that MPCB shall not be responsible for any delays or errors faced in submission of Proposals, processing payment of Tender fees or proof of the Bank Guarantee etc., at any stage of the Proposal submission process due to issues including but not limited to network outage and connectivity, technical errors, server downtime etc. on <https://mahatenders.gov.in>.
2. The Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. Bid shall be submitted on official letter head of company. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
3. Notarised / irrevocable Power of Attorney executed by the Bidder in 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.

2.12 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English

language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MPCB's discretion.

2.13 Patent Claim

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

2.14 Bid Submission Format

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

2.15 Preparation of Proposal

1. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. MPCB will evaluate only those Proposals that are received in the specified forms and complete in all respects.
2. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP.
3. The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP ("Technical Proposal"). No information related to Financial Proposal should be provided in the Technical Proposal. In such a case, MPCB will be entitled to reject the Proposal.
4. Any condition or qualification or any other stipulation contained in the Proposal submitted by the Bidder shall render the Proposal liable to rejection as a non-responsive Bid.
5. Non-compliance with the instructions and conditions contained in the RFP/ Addendum(a)/ Corrigendum(a) shall render the Proposal liable to be rejected. MPCB reserves the right to further debar/ blacklist the Bidder in consequence of non-compliance of any condition of the RFP/Corrigendum(a)/Addendum(a) that impacts the Selection Process in any manner.
6. The Proposals must be digitally signed by the Authorized Representative on each page of the Technical Proposal being submitted (the "**Authorized Representative**") as detailed below:
 - a. by a partner, in case of a Limited Liability Partnership / Partnership under 1932 Act; or
 - b. by a duly authorized person, in case of a private/ public limited company or a corporation;or
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 Two (02) decimal points. For example, amount shall be quoted as 10.12 instead of 10 or 10.1.
 - d) In case of any discrepancy between figures and words, in the Financial Proposal, the amount indicated in words shall prevail.
 - e) The Financial Proposal shall be furnished in INR (Indian Rupees) only.
 - f) The Financial Proposal needs to be filled in completeness based on financial submission sheet and as per the details mentioned within the sheet.
 - g) The Financial Proposal should be inclusive of all the costs including but not limited to all taxes associated with the Project. The costs may include cost of equipment, sampling, testing, report generation, deployment of manpower, manpower remuneration & their statutory contributions, travel, lodging and boarding cost, cost of training of the staff, TA/DA, printing of reports, insurance (if applicable), levies, duties, fees, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.
 - h) If there is a change in the applicable taxes, MPCB shall bear the cost of the same.
 - i) Rates quoted in the Financial Proposal must be firm and final and shall not be subject to any modifications, on any account whatsoever.
 - j) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and would be liable to be rejected.
 - k) NIL value quoted against any field in the Financial Proposal sheet shall lead to rejection of Proposal.
 - l) Bidders are required to note that they should necessarily submit their Financial Proposal in the format provided and no other format is acceptable. If during or subsequent to evaluation of Financial Proposal, it is discovered that the Financial Proposal submitted by a Bidder, has been modified in any unauthorized manner, the Proposal may be rejected. MPCB may first in exercise of its discretion seek clarifications from the Bidder on such an occurrence.

2.16 Bid Submission Instructions

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

Stages	Particulars	Instructions
Stage 1	Pre-qualification Proposal	<p>The pre-qualification proposal shall be prepared in accordance with the requirements specified in this RFP and the formats prescribed in the RFP. Each page of the pre-qualification proposal should be signed and stamped by the authorized signatory of the bidder. Pre-qualification proposal should be submitted through online e-tendering website only. Pre-Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> Checklist for Pre-Qualification Proposal along with Project Citation Pre-Qualification documents Bidder and Bidding Firm Details
	Technical Proposal	<p>The technical proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP. Each page of the technical proposal should be signed and stamped by the authorized signatory of the bidder. Technical proposal should be submitted through online e-tendering website only. Technical Qualification Proposal shall comprise of 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 the bidder shall indicate its Financial Offer in Technical Proposal. In case it is found, MPCB shall summarily reject the proposal of the said bidder.</p>

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

1. MPCB shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid, and rejected.
2. The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
3. MPCB may seek clarifications from the Bidder on the Technical proposal. Any of the clarifications by the Bidder on the Technical proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the Technical proposal during the evaluation of the technical offer.

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

2.17 Late Proposal and Proposal Validity Period

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

2.18 Modification and Withdrawal of Proposals

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

2.19 Non-conforming Proposals

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

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

2.20 Acknowledgement of Understanding of Terms

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

2.21 Bid Opening

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

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

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

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

2.23 Non-Disclosure Agreement (NDA)

The Successful Bidder shall sign the Non-Disclosure Agreement as per **Annexure 18 Non-Disclosure Agreement** with MPCB.

2.24 One Bid per Bidder

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

2.25 Performance Bank Guarantee

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

2.26 Bid Prices

The bidder has to quote for “**Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across Maharashtra**” in the format given for financial bid on the bidding portal.

2.27 Bid Currency

The rates quoted shall be in Indian Rupees only.

2.28 Correction of errors

The Bidders are 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 MPCB's Right to Increase/ decrease resource count

MPCB shall specify the required resource count in the Request for Proposal (RFP) document. Notwithstanding the foregoing, MPCB reserves the right, at its sole discretion, to require an increase in the resource count, up to a maximum of fifty percent (50%) of the originally

specified count, during the term of the contract. The Selected Bidder shall be obligated to deploy such additional resources under the same terms, conditions, and pricing as set forth in the original contract.

2.31 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. Bidder enclosing Financial Bid in Technical Bid.
4. Bid is received in incomplete form.
5. The information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation.
6. The information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete.
7. The Bidder is not qualified as per Qualification Criteria mentioned in the BID document, even after seeking clarifications/ additional documents by the Technical Evaluation Committee (TEC).
8. The Proposal materially departs from the requirements specified in the Proposal or it contains false information.
9. The Bidder submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give to any officer or employee of the MPCB or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process.
10. The Bidder in the opinion of the MPCB, has a Conflict of Interest materially affecting fair competition.
11. Bid is not accompanied by all requisite supporting documents.
12. 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. In case Bidder submit more than one Bid, all Bids wherein the Bidder has participated shall stand disqualified.
16. A proposal shall be excluded / disqualified as soon as the cause for its exclusion / disqualification is discovered.

2.32 Tendering Under Different Names

1. Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same Contract.
2. If it is found that firms as described in point 1. hereinabove have tendered separately under different names for the same Contract, all such tender(s) shall stand rejected and EMD of each such firm /establishment shall be forfeited. In addition, such firms / establishments shall be liable, at the direction of the Member Secretary, MPCB, for further penal action including blacklisting.

3. If it is found that clearly related persons as in above have submitted separate tender/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed, or governed by the same person/persons jointly or severally, such Bidders shall be liable for action as in para above.
4. If after the award of Contract, it is found that the accepted tender violated any of the above conditions are liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.

2.33 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'ble 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

As part of the evaluation, a Bidder must fulfill the minimum Pre-qualification criteria. In case a Bidder does not fulfill the minimum Pre-qualification criteria, the Proposal of such a Bidder will not be evaluated further.

3.1 Pre-Qualification Criteria

The minimum Pre-qualification criteria ("**Pre-qualification criteria**") for a Bidder to qualify at Pre-qualification and Technical qualification stage and subsequent opening of the Financial Proposal stage are listed below:

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 1	Legal Entity: The bidder should be <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) or 	<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 3 Power of Attorney along with Board Resolution ▪ Details of directors / partners and shareholders as per Annexure 4 Declaration of Directors / Partners and Shareholding Pattern along with MCA master data of company as well as directors. ▪ Annexure 5 Undertaking for Not Tendering Under Different Names ▪ Any other supporting document, as may be required
PQ 2	Average Annual Turnover: Minimum Average Annual Turnover (MAAT) for the last Three (03) audited financial years (FY 2022-23, FY 2023-24, and FY 2024-25) of the bidder should not be less than INR 5.00 Cr.	a) Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three Financial years i.e. FY 2022-23, FY 2023-24, and FY 2024-25. Note: Audited financial statement should match with certificate of chartered accountant b) Certificate from Statutory Auditor as per c) Annexure 6 Financial Declaration of Bidder

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 3	Net-worth Criteria: The bidder should have a positive net worth of minimum INR 1.5 Cr. for each of the last three audited financial years. (FY 2022-23, FY 2023-24, and FY 2024-25) [Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]	a) Duly filled Format for Financial years FY 2022-23, FY 2023-24, and FY 2024-25 to be submitted on the letterhead of the Chartered Accountant b) Net worth Certificate duly certified by Statutory Auditor. c) Certificate from Statutory Auditor as per d) Annexure 6 Financial Declaration of Bidder
PQ 4	Project Experience 1: The Bidder must have experience in "similar works"* during last Five (05) years as on last date of submission of bid as per following details: - One (01) project with "Similar works" * costing at least INR 4.0 Cr. OR Two (02) projects with "Similar works"* each costing at least INR 2.50 Cr. OR Three (03) projects with "Similar works"* each costing at least INR 2.0 Cr. "Similar works"*: The bidders should have project experience in Facility Management and Housekeeping Services** for any Central / State Govt. or State Govt. Undertaking/ PSU/ ULBs in India.	a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work. 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, having received the payment matching the 'Minimum Project Value' of the partially completed project. c) Project citation as per format in Annexure 7 Project Citation (PQ & TQ) d) Self-Declaration as per Annexure 8 Format for Self-Declaration
PQ 5	Project Experience 2: The bidders should have successfully executed single work order of facility management and housekeeping services for a minimum of Forty (40) locations anywhere in India for Central/ State Govt./ State Govt. Undertaking/ ULBs/ PSU during last Five (05) years as on last date of submission of bid	a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work. 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, having received the payment matching the 'Minimum Project Value' of the partially completed project. c) Project citation as per format in Annexure 7 Project Citation (PQ & TQ) d) Self-Declaration as per Annexure 8 Format for Self-Declaration
PQ6	Project Experience 3: The bidders should have project experience in supplying at least 50 manpower (skilled/ semi-skilled/ unskilled) in healthcare facilities/ hospitals managed by any Central/State Govt. or State Govt. Undertaking/ PSU/ ULBs in India during last Five (05) years as on last date of submission of bid.	In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project. c) Project citation as per format in Annexure 7 Project Citation (PQ & TQ) d) Self-Declaration as per Annexure 8 Format for Self-Declaration

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ7	Certification: The bidder should have at least one (01) valid certificate from below as on last date of submission of bid: <ul style="list-style-type: none"> ISO 9001:2015 or latest version OR ISO 45001: 2018 or latest version 	Copy of valid Certificate as of the date of bid submission
PQ8	Labour Law compliance: The Bidder should be registered with appropriate authorities under following: <ul style="list-style-type: none"> Employees Provident Fund AND Employees State Insurance Acts or Group Insurance Schemes 	a) Attested copy of the Employee Provident Fund registration letter / certificate. b) Attested copy of the Employee State Insurance registration letter / certificate; OR Attested copy of Group Insurance Schemes letter/ certificate; OR Documents to be submitted, as applicable.
PQ 9	Manpower Strength: The Bidder should have at least 400 (hundred Hundred) manpower on bidder's payroll as on date of bid submission.	Self-declared as per Annexure 9 Declaration from HR department of the Bidder as on the date of bid submission.
PQ10	Office in Maharashtra: The bidder shall have a functioning support office in Maharashtra or shall open office in Maharashtra within Thirty (30) days in case of award of contract.	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 11 Undertaking for Office in Maharashtra
PQ11	Blacklisting criteria: 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.	<ul style="list-style-type: none"> 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 12 Declaration by the Bidder for not being Blacklisted /Debarred.

****Facility and Housekeeping Management Services shall include but not limited to:**

- Building Maintenance: Upkeep of electrical systems, plumbing, HVAC (heating, ventilation, and air conditioning), and other utilities.
- Pest Control: Preventing and controlling infestations to maintain a healthy environment.
- Space Management: Optimizing office layouts and ensuring efficient use of space.
- Housekeeping and Cleaning: Maintaining cleanliness and hygiene in offices, common areas, and restrooms.
- Support Services: Handling mailroom operations, pantry services, and minor repairs.
- Restroom Maintenance: Regular cleaning and replenishment of supplies in washrooms.
- Waste Management: Collection, segregation, and disposal of garbage in compliance with environmental norms.
- Upkeep of Common Areas: Maintaining lobbies, corridors, meeting rooms, and other shared spaces.
- Basic Support Tasks: Pantry cleaning, glass cleaning, and minor assistance for office arrangements.

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. Only the bidders who meet ALL the Qualification Criteria as mentioned in the Clause 3.1 above, would be considered for further technical and financial evaluation purposes. Bidders who fail to fulfil any of the requisite Pre- Qualification Criteria would not be considered for the evaluation of the technical proposal.
3. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The TEC may seek inputs from their professional and technical experts during evaluation process.
4. MPCB reserves the rights to do a reference check of the experience stated by the Bidder. Any feedback received during the reference check shall be considered during the technical qualification evaluation process.

3.3 Technical Evaluation Criteria

1. The Technical evaluation committee ("**Technical Evaluation Committee**") appointed by MPCB will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, MPCB may seek specific clarifications from any or all Bidder(s) at this stage.
2. Technical evaluation of only those Bidder(s) shall be carried out of those meeting all the defined minimum pre-qualification criteria. After the technical evaluation, each Proposal will be given a Technical Score (TS) as detailed below. The maximum points / marks to be given under each of the evaluation criteria are:

S. No.	Parameters	Max. Marks	Marks	Supporting Documents
TE 1	Financial Evaluation (15 marks)			
TE 1.1	Average Annual Turnover: Minimum Average Annual Turnover (MAAT) for the last Three (03) audited financial years (FY 2022-23, FY 2023-24, and FY 2024-25) of the bidder should not be less than INR 5.00 Cr. (INR Five Crore)	15	<div> <div>≥ INR 5.00 Cr. and < INR 10.00 Cr.</div> <div>≥ INR 10.00 Cr. and < INR 15.00 Cr.</div> <div>≥ INR 15.00 Cr.</div> </div>	<div> <div>08</div> <div>10</div> <div>15</div> </div> <p>a) Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three Financial years i.e. FY 2022-23, FY 2023-24, and FY 2024-25. Note: Audited financial statement should match with certificate of chartered accountant Certificate from Statutory Auditor as per Annexure 6 Financial Declaration of Bidder</p>
TE 2	Project Experience (40 Marks)			
TE 2.1	Project Experience 1: The Bidder must have experience in "similar works"* during last Five (05) years as on last date of submission of bid as per following details: - One (01) project with "Similar works" * costing at least INR 4.00 Cr. OR Two (02) projects with "Similar works"* each costing at least INR 2.50 Cr. OR Three (03) projects with "Similar works"* each costing at least INR 2.00 Cr. "Similar works"*: as defined in the RFP	20	<div> <div>Cumulative Total Project Value of maximum any three projects submitted meeting the Criteria:</div> <div>Total Project Value ≥ INR 4.00 Cr. and < INR 6.00 Cr.</div> <div>Total Project Value ≥ INR 6.00 Cr. and < INR 9.00 Cr.</div> <div>Total Project Value ≥ INR 9.00 Cr.</div> </div>	<div> <div></div> <div>10</div> <div>15</div> <div>20</div> </div> <p>a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work. 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, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p>
TE 2.2	Project Experience 2: The bidders should have project experience in supplying atleast 50 manpower (skilled/ semi-	10	<div> <div>Total number of Projects for meeting the Criteria:</div> <div>Total Projects ≥ 1 Nos. and ≤ 3 Nos.</div> <div>Total Projects ≥ 4 Nos. and ≤ 6 Nos.</div> </div>	<div> <div></div> <div>05</div> <div>07</div> </div> <p>c) Project citation as per format in d) Annexure 7 Project Citation (PQ & TQ)</p>

S. No.	Parameters	Max. Marks	Marks		Supporting Documents
	skilled/ unskilled) in healthcare facilities/ hospitals managed by any Central/State Govt. or State Govt. Undertaking/ PSU/ ULBs in India during last Five (05) years as on last date of submission of bid.		Total Projects ≥ 7 Nos.	10	e) Self-Declaration as per Annexure 8 Format for Self-Declaration
TE 2.3	Project Experience 3: The bidders should have successfully executed single work order of facility management and housekeeping services for a minimum of Forty (40) locations anywhere in India for Central/ State Govt./ State Govt. Undertaking/ ULBs/ PSU during last Five (05) years as on last date of submission of bid.	10	Total locations under single work order for meeting the Criteria:		
			Total No. of locations ≥ 40 Nos. and < 60 Nos.	05	
			Total No. of locations ≥ 60 Nos. and < 80 Nos.	07	
			Total No. of locations ≥ 80 Nos.	10	
TE 3	Manpower strength (30 marks)				
TE 3.1	Manpower strength: The Bidder should have at least 400 (Four Hundred) manpower on bidder's payroll as on date of bid submission	10	Number of resources ≥ 400 Nos. and < 600 Nos.	05	Self-declared as per Annexure 9 Declaration from HR department of the Bidder as on the date of bid submission.
			≥ 600 Nos. and < 800 Nos.	07	
			≥ 800 Nos.	10	
TE 3.2	The Bidder should have minimum Ten (10) resources at supervisor level on its payroll with minimum Ten (10) years of experience in the Housekeeping, facility management services for government and semi-government clients with Education qualification as Graduate / MBA from any discipline.	10	(I) For average overall professional experience of the resources, the evaluation will be as follows:		The bidders should submit CVs in the Format mentioned in Annexure 10 CV Format
			a ≥ 10 and < 15 years of experience	02	
			b. ≥ 15 years of experience	05	
			(II) No. of resources, the evaluation will be as follows:		
			< 10 resources	00	
			≥ 10 resources and < 15 resources	03	
			≥ 15 resources	05	
TE 3.3	The Bidder should have minimum Twenty (20) (out of 50 resources) skilled /semi-skilled resources rendering services in healthcare facilities / hospitals managed by any Central/State Govt. or State Govt. Undertaking/ PSU / ULBs in India during last Five (05) years as on last date of submission of bid.	10	< 20 resources	00	The bidders should submit CVs in the Format mentioned in Annexure 10 CV Format
			≥ 20 resources and < 30 resources	07	
			≥ 30 resources	10	

S. No.	Parameters	Max. Marks	Marks	Supporting Documents
TE5	Presentation (15 Marks)			
TE5.1	Technical Presentation Presentation delivered by the bidder should depict Bidder's understanding of the business / functional requirements of the MPCB, the proposed solution and implementation approach.	15	<p>The presentation should cover the following:</p> <ul style="list-style-type: none"> ▪ Profile of the bidder ▪ Learning from the past projects / best practices ▪ Work plan and timelines ▪ Adequacy of IT software with respect to deployment of HRMS 	Soft and Hard copies of the presentation to be submitted and presented by the Bidder.
	Total	100	100	

3.4 Technical Presentation

1. Bidder who meets the pre-qualification criteria shall be called for technical presentation (maximum duration of Fifteen (15) minutes) with respect to above technical evaluation criteria, approach, methodology for project implementation. Date, Time, and Venue for the Technical Presentation will be informed later to qualified bidders. MPCB reserves right to visit bidder's customer where such a similar project execution has taken place.
2. The presentation shall be done before TEC based on the criteria mentioned in the above table prior to financial bid opening. In case any Bidder fails to give the Technical Presentation, the bid of the said Bidder(s) shall be rejected.

3.5 Bid Evaluation

3.5.1 Overview of the Evaluation process

1. The following methodology and weightages will be used for objective evaluation of each of the bids.
 - i. The bids from interested Bidders are invited through Procurement process.
 - ii. The evaluation will be done using **Two (02) stage bid process**:
 - In the **first stage**, EMD and pre-qualification and technical proposals along with document checklist shall be opened and evaluated as per the criteria mentioned in the Bid document. Presentation shall be taken from all technically qualified Bidders.
 - In the **second stage**, the financial offer of the bidders fulfilling the minimum technical Eligibility criteria shall be opened for further evaluation. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
2. Tenders will be scrutinized by the committee formed by MPCB. This committee shall act as a Tender Evaluation Committee (TEC) to evaluate the bids.
3. TEC shall review the prequalification proposal of the individual Bidder to determine whether the requirements as mentioned in Sections 3.1 and Sections 3.3 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification and technical proposals meet the requirements shall be selected for the opening of the financial proposal.
4. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.

5. The Financial proposals of qualified Bidders shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
6. The Bidders are required to quote their fee as per the commercial bid format.
7. TEC may seek input from their professional, external experts in the Bid evaluation process.

3.5.2 Financial Evaluation

1. The Financial bid of only those bidders shall be opened who qualify against the pre-qualification criteria and score a minimum of 70 marks 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) (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 L1 bidder as the successful bidder only after completion of negotiations and obtaining approval from the competent authority.

3.6 Selection and Award of Contract

Post the evaluation process, MPCB will declare the Preferred Bidder who is qualified as L1 Bidder. MPCB may award contract to the preferred Bidder post negotiation and necessary approvals.

3.7 Issuance of Work Order

After selection, a work order ("**Work Order**") will be issued, in duplicate, by MPCB to the Successful Bidder(s). The Work Order will be handed to the Successful Bidder(s) or emailed or posted to the Successful Bidder's address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice. The Successful Bidder shall, within Seven (07) calendar days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof (Letter of Acceptance- "LOA"). In the event of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the MPCB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered. After Work Order, security deposit shall be submitted by the successful Bidder within the stipulated time mentioned in Work Order failing to do so MPCB may take necessary actions which may include forfeiture of EMD.

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

Failing to submit the PBG (as ePBG) within stated time shall result in forfeiture of EMD and initiate cancellation of the Contract of the Successful Bidder. The Work Order may be cancelled and awarded to the next eligible Bidder 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 Thirty (30) 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. If the signing of contract agreement is not completed within Two (02) months after receiving Work Order, then the offer made to the Successful Bidder shall stand annulled in case of default on the part of Successful Bidder.
4. Any expenses related to registration of Agreement shall be borne by the Successful Bidder.

SECTION 4: SCOPE OF WORK

4.1 Background

The objective of this engagement is to provide end-to-end facility management and housekeeping services across all designated locations, including Headquarters (HQ), Central Laboratory, Regional Offices (ROs), Sub-Regional Offices (SROs), and Regional Laboratories throughout the **state. The Successful Bidder shall ensure the deployment of trained housekeeping personnel and supervisors** at these sites, along with the supply of all necessary cleaning materials, consumables, and equipment. The scope further includes the execution of routine and specialized cleaning tasks in accordance with agreed schedules, as well as the systematic maintenance of records and compliance reports to uphold service standards and operational efficiency as specified in the RFP.

4.2 Scope of Work and Required Service Levels

4.2.1. Housekeeping Services

a. Cleaning & Sweeping Services

- Sweep and clean all MPCB building floor areas including office rooms, meeting rooms, conference rooms, waiting area, lobby, common area, common dining area, corridor, basement, parking area, planters, building façade, ducts, boundary walls, security rooms, garden/park, roof and open area inside MPCB Campus etc.
- Removal of Paper, litter, cobwebs, garbage and packing material from all floors/rooms etc.
- Cleaning of panel posters, paintings, light fittings, furniture and fixtures etc.
- Cleaning and maintenance of artificial plants.
- After sweeping all floors, area would be machine scrub cleaned at least once a week.
- Damp mopping of all tiles, vitrified floors, staircases, elevators, floors, sidewalls and podium entrance areas.
- Floors shall be kept free of dirt, mud, sand, footprints, liquid spills and other debris.
- Cleaning of all office furniture, cupboard surfaces, name plates, computers, phones & its accessories/ printers, trash, receptacles etc. on daily basis.
- Cleaning of fabric upholstered chairs with vacuum cleaners and leatherette upholstered chairs with soap solution/ cleaning agent of approved quality.
- Dusting of furniture, telephones, fire extinguishers, fire hydrant heads.
- During inclement weather, the frequency of cleaning shall be increased. Floors and walls shall have a uniform and neat appearance with no streaks, smears, swirl marks, detergent residue or any evidence of dirt remaining or stagnant water.
- Sweeping and cleaning of debris from walkways and driveways and clean them during appropriate climatic and water use conditions.
- Deep cleaning of Stairways, surrounding common area, terraces, Generator Rooms, Power Rooms, basements, Ceiling, walls, partitions, and washrooms, etc.
- Cleaning/removal of any type of stains etc. from the building premises and staircases.
- Cleaning of installed flowerpots installed electrical fixtures such as lights, fans, sockets, televisions, projectors, indoor split AC units, AC vents, window ACs, etc. in the MPCB building.
- Wipe clean all tabletops of workstations, cubicles and other furniture and fixtures.

- Daily cleaning of lifts, mirrors & doors in all the floors.
- Routine cleaning of all installed signage boards.
- Clearing of all the drainages of the MPCB building and campus.
- Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains, common areas of Residential Buildings, Pump Rooms, Pump House, Electrical Substation, boundary wall, entrance and exit gate etc.
- Spraying room fresheners in all rooms on daily basis at regular intervals
- The selected bidder's responsible supervisor shall maintain the daily log sheet and monthly log sheet and shall submit to the respective MPCB designated official on monthly basis.

b. Waste Management

- Providing waste management services for removal of waste from office premise. The selected bidder is required to follow the applicable government guidelines for removal and disposal of waste.
- Emptying all dustbins from all floors and washing or wiping them clean with damp cloth and returning items where they were placed.
- All waste from dustbins, trash, debris, garden waste shall be collected and deposited in the buildings waste container on daily basis.
- The dustbin bags shall be replaced on daily basis and on as and when required basis, in case bags are full then have to be replaced.
- The dust bins shall be washed, and garbage bags need to be placed in all garbage bins to avoid stains.
- Under any circumstances the collected wastes should not be burnt inside the MPCB Campus.
- Dry and wet garbage would be segregated and deposited into designated area.
- Placing of dustbins as and when required at all designated places.

c. Dry Cleaning / Vacuuming

- Dry Cleaning / Vacuuming all curtains, ceiling, floor, windows, corners, carpets runners and carpet protectors so that they are free of dirt, mud, etc.
- Spot clean carpets whenever necessary to remove stains, using appropriate products, chemicals etc.
- Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area should be free of all litter, lint, loose soil and debris.
- Chairs, trash, receptacles and easily movable items shall be moved to clean underneath and then replaced in the original position

d. Glass Surface Cleaning

- All glasses at the entrance door and window of the premises should be cleaned using damp and dry method.
- Glass tabletops, cabin doors, cabin partitions, glass windows etc. should be cleaned completely.
- Removal of any type of marks or fingerprints on glass counters, windows and partitions. The cleaning shall be done by using the approved all-purpose cleaner and lint free cloth or paper towels.
- Interior and exterior glasses shall be cleaned, throughout the MPCB office.
- Dusting windows sills and blinds.

e. Washroom Cleaning

- The complete environment of the washrooms must be hygienic.
- Thorough cleaning and sanitization of toilets, bathrooms, wash basins and shower facilities, using suitable nonabrasive cleaners and disinfectants.
- Acid cleaning of sanitary ware without damaging their shine,
- All surfaces shall be free of grime, soap, mud and smudges.
- Cleaning of mirrors, windows, doors etc.
- Wash basins, urinals, WC are to be cleaned in regular intervals
- Supply of paper towels, toilet paper and liquid soap dispenser (filled with liquid soap solution of good/standard brand quality), room fresheners, Naphthalene balls in all bathrooms.
- Only Eco-Friendly chemicals like Polyclean /Taski or equivalents to be used.
- Daily log sheet/checklist must be maintained and shall be placed behind the door of every washroom and should be updated on daily basis. The daily log sheet must have clearly mentioned the date, time, name of the worker and should be verified by the supervisor on daily basis.

f. Office & Conference Meeting Room Management

The following activities must be completed at least one hour prior to the scheduled meeting date and time:

- Housekeeping activities at the meeting place.
- Ensuring proper placement of all the equipment's in the meeting room.
- Dusting and cleaning of meeting room table and chairs.
- Deployment of one dedicated person for the meeting, at least 30 Min. prior to the scheduled meeting time.
- Switch on AC (if required) at least 15 Min. prior to the scheduled meeting time.
- The following activities must be completed immediately after completion of the meeting:
 - Cleaning the space.
 - Turning off all the electrical and electronic equipment's.
 - Placing of complete furniture equipment's in proper order.

g. Pest Control Treatment

- The Successful Bidder shall carry out the Pest Control treatment for eradication of Pests/Insects like silver Fish, Cockroaches, Rodents, Flies, Mosquitoes and other pests and treatment to be carried out minimum once in every month and also termite treatment if required at any time with chemicals including fumigation of traps , inspection- chambers, enclosed spaces like Almirah's, false ceiling, etc., in the entire area to be covered under the contract
- All such type of activities must be carried out after office hours with the prior approval of MPCB nodal officer.
- The work must be carried out as per standard applicable rules and regulation by an authorized person only.

h. Cleaning of External Facade, overhead & underground tank (water and sewage tank)

- Proper cleansing of vertical blinds/ curtains wherever required using suitable material.
- Deep cleaning of all service ducts, chajja in the floor, etc.
- The Successful Bidder shall ensure necessary safety precautions has been taken by the workers including wearing protective equipment like safety belt, safety helmet, shoes, etc. while executing the work in the ducts, *chajja* etc.

- The Successful Bidder shall also undertake deep cleaning of external building walls, external glasses, glass windows etc. by using suitable method.
- Cleaning of overhead and underground tanks (water and sewage tank) by using suitable equipment with proper safety precautions and optimizing water usage to avoid wastage of water.

4.2.2. Facility Management Services

The Service Provider shall provide comprehensive **Facility Management Services** to ensure smooth operation, maintenance, and upkeep of all essential building systems and infrastructure across designated locations. This includes deploying skilled manpower, supplying necessary tools, instruments, and equipment, and executing preventive and corrective maintenance activities as per industry standards and client requirements.

1. Operation and Maintenance of Building Systems

- **HVAC Systems:** Operate, monitor, and maintain heating, ventilation, and air-conditioning systems to ensure optimal performance and energy efficiency.
- **Elevators/Lifts:** Regular inspection, servicing, and troubleshooting of lift systems to maintain safety and reliability.
- **Electrical Systems:** Operation and maintenance of electrical panels, wiring, lighting, and power distribution systems, including DG sets/ emergency backup systems.

2. Repair and Maintenance Services

- Provide skilled technicians for **electrical, HVAC, lift, DG sets, carpentry, plumbing, and gardening** works.
- Carry out routine preventive maintenance and timely corrective repairs to minimize downtime.
- Ensure compliance with safety standards during all maintenance activities.

3. Tools, Instruments, and Equipment

- Supply and maintain all necessary instruments, toolkits, and specialized equipment required for repair and maintenance tasks.
- Ensure availability of calibrated tools for accurate diagnostics and servicing.

4. Facility Upkeep and Support

- Perform minor civil and carpentry works for furniture and fixtures.
- Maintain plumbing systems, water supply lines, and drainage to prevent leaks and blockages.
- Gardening and landscaping services to maintain green areas and outdoor aesthetics.

4.3 Resource Requirement

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

S. No.	Categories /Zone	Zone 1	Zone 2	Zone 3	Total
1	Supervisors	5	4	0	9
2	Janitors	72	38	19	129

S. No.	Categories /Zone	Zone 1	Zone 2	Zone 3	Total
3	Liftman	1	1	0	2
4	Electrician	4	4	1	9
5	AC Technician	3	4	0	7
6	Plumber	4	5	1	10
7	Gardner	2	1	0	3
	Total	91	57	21	169

(RO, SRO and Lab wise detailed list is enclosed as **Annexure 16 Zone wise list of manpower required**)

Notes:

1. The Successful Bidder's personnel shall not divulge or disclose to any person, any details of office, operation process technical know-how, administrative/ organizational matters as all are confidential/secret in nature.
2. The Successful Bidder's personnel's working should be polite, cordial, positive and efficient, while handling the assigned work and his/her actions shall promote goodwill and enhance the image of MPCB. The Successful Bidder shall be responsible for any act of indiscipline on the part of persons deployed by him.
3. The Successful Bidder shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. MPCB shall, in no way, be responsible for settlement of such issues whatsoever.
4. The transportation, food, medical and other statutory requirements in respect of personnel of the Successful Bidder shall be the responsibility of the Successful Bidder.

4.4 Miscellaneous Provisions

1. The Successful Bidder shall be obligated to deploy the required resources in accordance with the deployment schedule communicated at the time of execution of the Agreement
2. **Material and consumables:**
 - The successful bidder shall be responsible for supplying sufficient quantities of high-quality consumables, bearing ISI certification or an equivalent standard mark. These consumables shall include, but are not limited to, floor cleaning agents, glass surface cleaners, room fresheners, brooms, mops, and other necessary items required for comprehensive cleaning and housekeeping services across the MPCB campus. The bidder must ensure that all products meet prescribed quality standards and are adequate to maintain hygiene and cleanliness throughout the premises.
 - For housekeeping operations, the Successful Bidder shall deploy its own manpower, materials, equipment, like automatic scrubbers, sweeping machines, high pressure cleaners, trollies etc., for carrying out the different housekeeping operations.
 - Under no circumstances shall the bidder mix or substitute the specified quality consumables with sub-standard, inferior, or unapproved products. Any such deviation will be treated as a breach of contract and may attract penalties, including termination of the agreement.
3. The Successful Bidder shall deploy at least 1 supervisor per shift along with the required manpower for housekeeping who shall be deployed at the MPCB office on daily basis to provide housekeeping services.

4. Immediate and prompt action shall be taken by Successful Bidder in case of any complain raised by the MPCB employees.
5. The Successful Bidder shall recruit and deploy required manpower in accordance with the Labour Laws guidelines/ notifications in force and those issued by the Labour Department from time to time.
6. Proper registers/records for the jobs carried out on daily, weekly, monthly and quarterly basis shall be maintained by the Supervisor of the bidder and should be approved by the floor in charge designated by MPCB at regular intervals and finally at the end of each month.
7. Daily attendance shall be recorded by the Successful Bidder for deployed manpower and shall be approved by the designated MPCB official on monthly basis.
8. The selected bidder shall provide Uniform, ID Card, Shoes, hand gloves, personal protective equipment, Covid-19 protection items (Masks, PPE Kit, Sanitizers etc.) etc. to all their staff members. The cost for the same shall be borne by the Successful Bidder.
9. Also, all the expenses towards maintenance of the equipment, tools, machines etc. required for the housekeeping will have to be borne by the Successful Bidder.
10. Night stay of manpower deployed by Successful Bidder inside the MPCB premises is not permissible at any circumstances.
11. If any deployed personnel is found to be acting with mischief or suspected of destructive behavior, or of participating in immoral or illegal activities in the office premises during or after office hours, then the Successful Bidder shall be bound to remove such personnel and provide a suitable replacement at the earliest to avoid disruption of services.
12. Any acts of violence, disturbance, mobbing, public nuisance on the office premises by the deployed personnel shall not be condoned by MPCB and shall require immediate removal of the deployed personnel (s) from the premises along with imposition of strict penalties upon the Agency. The amount of penalties shall be decided by MPCB and the decision of the Nodal MPCB in this regard shall be final.
13. Only the Successful Bidder shall pay the remuneration/salary/minimum wages at the defined Minimum Wages Act, 1948 (including amendments thereof) such other benefits as are admissible under various labour laws and minimum bonus as per Bonus Act to all the deployed personnel (Office Assistant/ Peon/ Security Guard/ Housekeeping Staff). The Successful Bidder must mandatorily adhere to the Minimum Wages Act and make timely payments to all the deployed personnel.
14. The Successful Bidder shall deposit the payment in favour of the deployed personnel directly in the Bank account of the personnel. The Successful Bidder shall produce copy of the deposit slips for inspection and verification by the MPCB whenever required.
15. Electricians, plumbers, AC technicians, and lift operators shall possess valid certification from a recognized institute in their respective trade. The Successful Bidder shall be required to submit copies of such certificates to the MPCB office for verification.
16. Any loss or damage to property or person due to security negligence or breach shall be recoverable from the Successful Bidder
17. The Successful Bidder shall ensure that the people deployed are in good health, punctual, disciplined and vigilant in performance of their duty. The Successful Bidder shall engage medically, and physically fit persons and they shall be duty bound to display the same at the time of providing the service. The Successful Bidder should parade the full strength of guards and supervisors in uniform for inspection by MPCB Official before commencement of contract.
18. No labour or any other government law/ regulation to be violated, e.g. Child labour etc.
19. The Personnel of the Successful Bidder shall wear, and use required safety gear while doing a particular task like gloves, shoes, mask etc. The staff shall be well groomed and wear neat

- and appropriate dress, well-mannered etc. The Personnel shall be in good health, well trained and capable of discharging their responsibilities. The Successful Bidder shall ensure that all trash is properly disposed outside the Company site to a safe and approved disposal location and the affected area cleared and cleaned at the end of the day's job.
20. The Successful Bidder shall be responsible to make appropriate EPF/ESIC/ECR deductions from the remuneration/salary/wages of the deployed personnel. The Successful Bidder shall be responsible to deposit such deductions with the designated departments within prescribed timelines. In case of failing to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, the administrative head of MPCB is entitled to recover equal sum of amount from payment due or accrued to the Successful Bidder under this agreement.
 21. If complaints are made against the Successful Bidder for failure to pay wages/salary / remuneration or for default in depositing adequate amount or not depositing statutory deductions such as EPF, ESIC etc. with the designated departments, it shall be the responsibility of Successful Bidder to redress the situation in the first instance. In case, failure by the Successful Bidder to deposit the EPF/ESIC contributions with the designated department results in disruption of services by the deployed personnel, then appropriate action shall be taken against the Successful Bidder at the discretion of the MPCB. Repeated failure to resolve the complaints shall lead to initiation of disciplinary action against the Successful Bidder.
 22. Under this RFP, the Successful Bidder is hired for providing manpower services, there is no employer-employee relation between MPCB and the Successful Bidder. MPCB shall not be held responsible or be liable for or obligated to pay any charge, claim, wages, dues and contributions as applicable towards statutory benefits of the personnel deployed by the Successful Bidder.
 23. The Successful Bidder should have a Grievance redressal mechanism in place to address the incidents/ issues raised by MPCB officials. The resolution timelines shall be decided by MPCB on case to case basis, failing which applicable penalties shall be levied as per Section 6.
 24. The Successful Bidder should do as mentioned below from their administrative fees / charges.
 - Conduct skill development training program for the resources being deployed on regular basis as required and charges shall be borne by agency from their administrative fees / charges.
 - Provide resource welfare activity to improve quality of life and job satisfaction.
 - Provide yearly health check-up.
 - Background Check & Police verification report of the resources.

4.5 Human Resource Management System (HRMS)

The Successful Bidder should develop Human Resource Management System (HRMS) web based and mobile App (Android and iOS) with following features:

1. The Successful Bidder should have a web based HRMS as on the date of bidding to maintain the resources' attendance details. It shall be accessible through responsive web app / Mobile App. Its access shall be provided to the Department and the customized reports should be made available as and when required. The HRMS is not required to be supply under this Project & should be hosted on public cloud. The key modules to be provided under HRMS are human resources planning, attendance, training and development, performance management,

- compensation and benefits management, employee relationship management, covering all the compliance of wages and labour laws for employment etc.
- The attendance of the resources should be marked through the application provided by the agency by capturing the geo-location of respective offices where resources are deployed. Dashboard and reports should be accessible to the Department users. Alternatively, the attendance of resources of the successful bidder can mark their attendance through MPCB's existing system and the same shall be shared with the agency through API integration.
 - The Successful Bidder shall conduct security audit of the software application from Govt. approved agencies like CERT-In / STQC (once post UAT/Go-live).
 - The functional requirement of the HRMS system (web based and mobile app (android and iOS)) based is as below:

1.	General Services
a.	System should provide for retrospective calculations to be handled for all types of scenarios (employee joining, leaving, pay hike, etc.)
b.	System should be able to handle all statutory regulations and maintain the details directly in the screens provided for data entry. All rules related to such acts should be preconfigured in the system.
c.	System should be capable of installing patches to take care of any statutory changes.
d.	System should provide the capability to upload documents of employees like certificates, transfer letters in a scanned format into the system and ability to retrieve them whenever required
e.	System should capture all the details required for functioning of MPCB.
f.	System should have secured user management and authorization of the users. Admin access should be provided to MPCB to verify the employee details.
g.	System should provide role-based access.
2.	Contractual Employee Master Data
a.	<p>System will be able to record and store Master Data Information for an Employee for following areas and should be able to provide a snapshot of contractual employee's history at any point in time on a click including:</p> <ul style="list-style-type: none"> Name Department Employee ID Mailing Address Permanent Address Education Qualification Previous Employment Phone Numbers / Contact Information / E-Mail ID Emergency Contact details Date of birth Blood group Gender Marital status Physically handicapped status Work Experience Languages known Employee photo, Signature PAN No. Aadhar / Passport PF / EPF number Police verification report Deployment Location (selection from drop down menu) Job code / designation Job history covering details of appointments Transfers within MPCB Increments Date of pay rate change Date of deployment / joining Date of termination Leaves management Daily attendance management Compensation data including components of pay Record of all disciplinary actions against the employees

b.	System shall have provision to define Roles and Designations as per MPCB requirements and assigning employee to the same.
3.	Employee Attendance and Salary details
a.	System should integrate with MPCB's biometric attendance system
b.	System should display salary paid information in the system accessible to MPCB
4.	Recruitment Details
a.	Ability to provide a summary of the applicants that have been hired against the job requisition.
b.	Ability to maintain complete employee information, historical and current. Especially in the area of maintaining images (photos, CVs, appraisals, etc.).
c.	Ability to resurrect an expired employment list if required.
d.	Ability to track progress of a candidate in any step of the recruitment process.
e.	Ability to maintain a record of all resumes received from all candidates
5.	SLA
a.	All SLA/penalty parameter as per RFP
6.	Reports
a.	Attendance of contractual employees (from date to date) location wise
b.	Resource Deployment status report- Required vs Actual
c.	Salary Payout Reports
d.	Employee PF payment details report accessible to MPCB users. This should be available minimum on quarterly basis from the system as well as printed receipts.
e.	Penalty Reports (Location wise/ Overall)

5. Deployment of HRMS system on public cloud
 - a) The selected agency should deploy the HRMS system on public cloud
 - b) The system should be made accessible to all the users through web or mobile platforms
 - c) The server sizing should be done in such a way that it offers best system performance to the users
 - d) Considering the no. of users, internet bandwidth of minimum 10 Mbps
 - e) The system should be available to the users during peak time
6. Operation and maintenance of the HRMS system during contract period
 - a) The selected agency should maintain the HRMS system to be make available to the users, 24 x 7
 - b) Should implement changes as per requirement and fix the bugs as and when identified
 - c) The data should be backed up on regular basis incrementally and should be stored during contract period.
7. Security audit of the HRMS system: The Successful Bidder should perform security audit of the HRMS system on post UAT/Go-live once from CERT-IN empanelled agency only
8. The Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the manpower resources deployed by the Successful Bidder.
9. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Successful Bidder directly or indirectly to any person, firm or whosoever.
10. The Successful Bidder shall ensure that the wages of the resources deployed under this engagement are released by 10th day of every month irrespective of payment delays (if any) from MPCB. The Payment of resources deployed at MPCB should be made in accordance with administrative guidelines defined by the MPCB during the contract period without violating any rules prescribed there in.

11. MPCB shall pay manpower cost to the Successful Bidder every month. In some cases, it might happen that processing of payment may get delayed from MPCB's end. The Successful Bidder without waiting for payment credit, shall pay all the deployed employees their salaries within the above-mentioned timeframe.
12. The manpower shall work for all working days aligned with MPCB's working days and as required by MPCB's requirements.

4.6 Timeline for initiation and completion of the work

Frequency of the Housekeeping Services

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

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

Frequency of the Facility Management Services

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

Work areas covered under this comprehensive annual contract for housekeeping

S. No.	Areas	Brief Scope of Daily Works
1	Manager's role/duties	Overseeing the entire work in the campus and management & co-ordination with designated MPCB officials & contractors for smooth functioning of day to day activities operations.
2	Supervisors' roles/duties	Supervising/ monitoring the works of manpower deployed for the work with proper recording of works and taking approval from the designated MPCB officials
3	House Men / Women	Cleaning, dusting, sweeping, and mopping all the areas including cabins, passages, stairs, floors, basement, electrical rooms, glass panels, parking area, external Facade, overhead & underground tank (water and sewage tank). lift lobby, common passage area walls, inside glass partition, doors, chairs, workstations, cubicles, toilets, sub-station buildings, basement, meeting/conference

S. No.	Areas	Brief Scope of Daily Works
		room, terraces, lift machine room, etc. and all the other area of the premises. Cleaning of all electrical, electronics, computer equipment etc. as per RFP scope of work

4.7 Manpower Deployment timelines

The Successful Bidder shall deploy the team and HRMS within the timeline mentioned below:

S. No.	Name of the deliverable/Activity	Timelines
1	Project Inception Meeting	T0 + 02 Days
2.	Deployment of the team	T0 + 15 Days
3	Requirement gathering for HRMS	T0 + 15 Days
4	UAT/ Go-live of HRMS	T0 + 30 Days

* Where T0 is the date of issuance of Work order to the Successful Bidder

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 payment shall be made by MPCB at the time of signing of Contract with the Successful Bidder.
- ii. The Successful Bidder shall submit the invoice on monthly basis to the Department.
- iii. Payments shall be made by the Department every month after receipt of an error free invoice and associated documents for hired manpower. Irrespective of the payment receipt date from MPCB, the Successful Bidder shall release payment to the deployed resources before 10th day of every month regularly and make the salary paid status available to MPCB through system.
- iv. 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.
- v. All payments will be made vide a crossed cheque payable in Mumbai / online through NEFT/RTGS, within Thirty (30) Days of submission of invoice, after deducting applicable TDS, if any.
- vi. Invoices to be submitted along with following supporting documents:
 - a. Consolidated invoices for all locations (zones)
 - b. Attendance register / Output of attendance mechanism from HRMS
 - c. Logbooks
 - d. Payment proof of deposit of PF/EPF/ESIC etc. deducted from resources salary
 - e. Payment proof of salary paid to the deployed resources
 - f. MIS report from HRMS
 - g. Any other documents as per requirement of MPCB
- vii. The payment to the Successful Bidder shall only be released post submission of invoices along with supporting documents as mentioned above.

5.2 Other Terms and Conditions

1. The man-month rate mentioned in the financial proposal shall be escalated as per state government's (Department of Labour, Government of Maharashtra) minimum wage revision policy, as amended from time to time. The percentage salary shall be applicable for each resource category and the escalated rate then shall be taken as the effective rate for that period under consideration. However, the contracted Service Charge shall remain unchanged.
2. In case of a dispute on the invoice amount, or any other payment related matter; such matter shall be discussed with MPCB and/ or any other authority designated by the Nodal, MPCB. In such cases, the 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 the Nodal, MPCB in this matter shall be considered as final.
3. 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: LIQUIDATED DAMAGES/ PENALTIES

6.1 Liquidated Damages/ Penalties

The date of delivery of the services stipulated in the acceptance of Work 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 the control of the Successful Bidder.

S. No	Category	Key Performance Indicators	Compliance parameter	Validation Frequency	Penalty (Liquidated Damages)
(A)	HRMS				
(i)	Pre-installation				
1	Go Live of HRMS	Design, Development and Operationalization of HRMS system	The delay for each milestone as per the planned schedule without a justified reason agreed and approved by Nodal officer MPCB	At the time of go-live of the HRMS	INR 1,000 per day for each day delay.
(ii)	Post implementation of HRMS				
1	Availability / Uptime of HRMS webapp/mobile services	Uptime calculation of webapp ranging due to application issues = (Uptime (in hours) for month / Total time (in hours) of month) *100	Availability / Uptime of the webapp / mobile app $\geq 99.7\%$.	Monthly	INR 5000 per month for average Uptime below <99.7% during the month.
2	Resolution of (Minor) Defects: Basic Code related, uploading file related, access & account related, etc.	Number of defects resolved	95% of the reported defects shall be resolved within 2 days from the time of reporting the issue.	Monthly	INR 500 per day for every subsequent day's in providing resolution post prescribed resolution time
3	Resolution of (Major) Defects: Database level, Errors over webpage(s), security threats, page not found, etc.	Number of defects resolved	99% of the reported defects shall be resolved within 1 day (24 Hrs.) from the time of reporting the issue.	Monthly	INR 1000 per day for every subsequent day's in providing resolution post prescribed resolution time
4	MIS file / reports, clarification, resolution of query	Delivery as per due date	Addressing 100% of the reported concerns within due date as specified by MPCB.	Monthly	INR 500 per day per issue post the date intimated by MPCB officials
(B)	Facility and Housekeeping Services				

S. No	Category	Key Performance Indicators	Compliance parameter	Validation Frequency	Penalty (Liquidated Damages)
1	Team mobilization and deployment	Deployment of resources at MPCB offices as per requirement	Within 15 days from date of issuance of Work Order	As per deployment	Seven (7) days of grace period will be given after initial 15 days, post which INR 500/day/resource shall be levied up to a period of 1 month, post which the contract may be terminated.
2	Manpower availability	Availability of manpower	Daily Attendance Report	Daily	<div><div><div><div>S. No.</div><div>Late arrival/ early departure at work in a calendar month</div><div>Penalty Deduction</div></div><div><div>1.</div><div>3</div><div>Equivalent to 1 day's pay</div></div><div><div>2.</div><div>6</div><div>Equivalent to 2 days' pay</div></div><div><div>3.</div><div>9</div><div>Equivalent to 3 days' pay</div></div></div><div><div><div>• Penalty deduction pertaining to late arrival/ early departure shall be at MPCB's discretion on case-to-case basis. Any changes to the above shall be as defined by MPCB from time to time.</div><div>• In case the resource is absent for any working day, the payment of that resource shall be deducted on prorata basis from the running monthly bill.</div></div></div></div>
3	Waste Management	If the garbage is not lifted as per defined mode & scheduled	Daily Report/ Checklist	Daily	INR 200 Per day
4	Staff not in Uniform/ without ID Card	All the deployed staffs should always wear Uniform during working hours and carry ID card	Report by the MPCB floor In Charge	Daily	INR 200 per reported incident
5	Rendering House Keeping Services	In Accordance with the Table 1. (Frequency of the Services)	Daily Report/ Checklist	Daily	INR 200 per reported incident
6	Submission / availability of EPF statement for verification	Quarterly EPF statement of each deployed employee	Non-availability of EPF statement through HRMS system or hard copy	Quarterly	INR 1000 per instance /reporting/ case

S. No	Category	Key Performance Indicators	Compliance parameter	Validation Frequency	Penalty (Liquidated Damages)
7	Sub-standard/ poor quality material supplied /used	If Sub-standard/ poor quality material supplied /used during the contract period	Random checking by MPCB officials	Random	INR 1,000 per reported incident
8	Other reportable incidences/ Grievances	Incidences raised by MPCB officials	Random checking by MPCB officials	Random	INR 1,000 per reported incident/ case if not addressed / closed within MPCB defined timelines

Notes:

- Due to any Force Majeure event, if the Successful Bidder is not able to meet the timeline of deployment on account of Govt. restrictions with regards to general movement, then both the party shall discuss and mutually agree revised timelines for deployment of resources. In case the selected agency fails to meet revised agreed timelines, the necessary KPI shall be applicable.
- Where any claim for the payment of a sum of money arises, out of or under this contract against the Successful Bidder, the Department shall be entitled to recover such a sum by appropriating in part or whole, from the performance bank guarantee to be deposited by the Successful Bidder.
- In the event of the Performance Bank Guarantee being insufficient, the balance of the total sub recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Successful Bidder under. Should this sum not be sufficient to recover the full amount recoverable, the Successful Bidder shall pay to the Department the remaining balance due.
- The Successful Bidder shall monitor and maintain the stipulated service levels to provide quality service to MPCB department. In case of default on any or all such Service Levels, MPCB department reserve the rights to levy penalties on Successful Bidder. The penalties shall be recovered from the invoices submitted by Successful Bidder.
- These above mentioned all KPIs shall also be applicable for requirements of short duration i.e., less than 6 months.
- The Successful Bidder will follow all the provisions of the labour laws whenever applicable and will have to observe all the rules and regulations pertaining to PF and Labour Laws as applicable.
- MPCB will consider genuine request for extension of time, if so, made by the Successful Bidder immediately upon sensing the delay, taking into account the reasons for such extension and grant extension of time at their discretion.
- MPCB shall record the reason in such action with facts and figures. The grace period will not be granted if the extension is necessitated due to the default on the part of the Successful Bidder.
- All above mentioned penalties are exclusive to each other and penalty shall be recovered with applicable and prevailing GST rate.
- MPCB would have right to invoke termination of the contract if the penalty applicable consistently remains greater than equal to 10% of the monthly billing amount for three (3) consecutive months.
- Contract Termination:** Material breach of any contract term (including fraud, safety violations, or gross negligence) will be grounds for immediate termination and forfeiture of performance guarantees.

SECTION 7: ANNEXURES

Annexure 1 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place:

Date: DD/MM/YYYY

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

Subject: Bid Submission Cover Letter for Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across Maharashtra

RFP Reference No: MPCB/ /

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the *RFP for Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across Maharashtra*.

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

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

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, 10% of Annual contract value.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and corrigenda, if any, and agree to abide by this tender response for a period of One hundred and Eighty Day (180) days from the date of opening of Stage 1 bid and ready to extend the validity of the bid for further period as informed by MPCB. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

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

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

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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature :

Witness Name :

Witness Address :

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

Annexure 2 Bidder's and Bidding Firms Particulars

(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

To,

The Member Secretary,

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor,

Opp. PVR Cinema, Sion Circle, Sion,

Mumbai-400 022

Subject: Bid Submission Cover Letter for Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across Maharashtra

RFP Reference No: MPCB/ /

Dear Sir,

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

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

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

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Annexure 3 Power of Attorney

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

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “**Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across 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:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Non – Judicial stamp paper of INR 500/- duly attested by Notary Public.
- 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 4 Declaration of Directors / Partners and Shareholding Pattern

(To be submitted on the Letterhead of the bidder)

To,

The Member Secretary,

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor,

Opp. PVR Cinema, Sion Circle, Sion,

Mumbai - 400 022

**Ref: RFP For Appointment of Agency for Facility Management and Housekeeping Services
at MPCB's Offices and Laboratories across Maharashtra**

Sub: Declaration of directors / partners and shareholding pattern of
M/s. _____ as on date of submission of bid.

RFP Reference No:

Dear Sir,

I, authorized representative of M/s. _____, hereby declare that the
Company _____ has following directors / partners and their
shareholding pattern in the table mentioned below as on last date of submission of bid.

S. No.	Name of Directors / Partners
1.	
2.	
3.	
4.	

List of shareholders with shareholding pattern as below:

S. No.	Name of Shareholders	No. of Shares	Shareholding (%)
1.			
2.			
3.			
...			
...			
Total			

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Annexure 5 Undertaking for Not Tendering Under Different Names

(To be submitted on the Letterhead of the Bidder)

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 Not Tendering Under Different Names

RFP Reference No.

Sir,

We, _____, (name of the Bidder) who are an established and reputed firm, having offices at _____ (address) do hereby undertake to assure the authority that the bid being submitted with reference to the **RFP Reference No.**is not bidding under different names and fully compliant with all the terms and conditions contained in Clause 2.30 'Tendering Under Different Names' of the RFP.

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 blacklisting, 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 forfeiture of PBG, blacklisting, penalty as defined by the Member Secretary, MPCB) available to Maharashtra Pollution Control Board, Mumbai

Yours Sincerely,

Signature of Notary (with official seal)

Name :

Designation :

Seal :

Business Address :

Annexure 6 Financial Declaration of Bidder

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

Place:

Date: DD/MM/YYYY

To

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

Subject: Bid Submission Cover Letter for Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across Maharashtra

RFP Reference No: MPCB/ /

Dear Sir,

We,, certify that we have verified the relevant financial statements and other records of (Name of Company), having its Indian registered office at..... The financials for the past Three (03) years have been summarized below:

- Financial Declaration of Bidder

(Figures in INR)

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

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

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

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

Signature of Chartered Accountant (with official seal)

Membership no. :

Name of the firm :

UDIN No. :

Address :

Telephone :

E-mail address :

Notes:

1. Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.
2. The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
3. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 2022-23 & FY 2023-24 & FY 2024-25 shall submitted as supporting evidence.

Annexure 7 Project Citation (PQ & TQ)
(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

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

RFP Reference No: MPCB/ /

Dear Sir,

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

Details of past assignments / experience

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

Individual Project Citation Format

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

Note:

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

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

Signature of Authorized Signatory (with official seal)

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

Annexure 8 Format for Self-Declaration
(To be submitted on the Letterhead of the Bidder)

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

**Ref: RFP for Appointment of Agency for Facility Management and Housekeeping Services
at MPCB's Offices and Laboratories across Maharashtra**

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

RFP Reference No: MPCB/ /

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

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

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

Annexure 9 Declaration from HR department of the Bidder

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

To,

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

Dear Sir,

Subject: HR Department Declaration - _____

RFP Reference No: MPCB/

In reference to the subject RFP, we hereby confirm that our organization employs a minimum of ten (10) supervisors and at least twenty (20) semi-skilled/skilled personnel with relevant experience in healthcare facilities and hospitals, as detailed in the table below. All such personnel are either on our payroll or engaged through legally binding agreements. Each individual meets the minimum qualification requirement of a graduate or MBA and possesses the requisite experience in the domains necessary to successfully execute this assignment in accordance with the RFP specifications.

We are attaching herewith CVs of the team members in the format given in **Annexure 10** from the list provided in table below highlighting their Educational Qualification, Relevant Experience and major assignments handled in relevant field.

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

S. No.	Employee Name	Emp. ID	Education and Experience	Area of Expertise	CVs Required	Page No.
1				Supervisor	Yes	
2				Supervisor	Yes	
3				Supervisor	Yes	
..				Supervisor	Yes	
10				Supervisor	Yes	
..				Supervisor	Yes	
16				With working in Healthcare facilities/ hospital	Yes	
17				With working in Healthcare facilities/ hospital	Yes	
18				With working in Healthcare facilities/ hospital	Yes	
19				With working in Healthcare facilities/ hospital	Yes	

S. No.	Employee Name	Emp. ID	Education and Experience	Area of Expertise	CVs Required	Page No.
..				With working in Healthcare facilities/ hospital	Yes	
36				With working in Healthcare facilities/ hospital	Yes	
..					Yes	

Yours sincerely,

Authorized Signatory/ HR Head

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

Annexure 10 CV Format

CVs of the Key Manpower to be submitted in the following format:

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

Certification

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

Place:

Date:

Signature of Candidate

Signature of authorized signatory of the bidder

Annexure 11 Undertaking for Office in Maharashtra

(To be submitted on the Letterhead of the bidder)

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/ /

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 Thirty (30) days of award of work for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.

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

Yours Sincerely,

Signature of Notary (with official seal)

Name :

Designation :

Seal :

Business Address :

Annexure 12 Declaration by the Bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

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

Subject: Declaration for not being debarred / black-listed by Central / any Government (Central/State/ Semi Government / Corporation/UT/PSU or any other body established under or in the control of the Central or state Government in India in India as on the date of submission of the bid.

RFP Reference No: MPCB/ /

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred /blacklisted by any Government (Central/State) / 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 on date of bid submission. 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 13 Technical Proposal Bid Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

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

Sub: Request for Proposal for Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across Maharashtra

Ref: RFP Notification number:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across 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 Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across 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, 5% of Total Contract Value as per the Financial Format of the RFP.

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

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

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

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

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone :

E-mail ID :

Annexure 14 Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

To

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

Subject: Commercial Proposal Cover Letter for- Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across Maharashtra

Ref: RFP No: MPCB/ /

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of the RFP for Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across 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 RFP is binding on us and that you are not bound to accept a bid you receive. We confirm that no technical deviations are attached here with this financial offer. We remain,

Yours sincerely,

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

Annexure 15 Format for Financial Bid
(NOT TO BE ENCLOSED ALONG WITH TECHNICAL BID)
(To be submitted on e-tender portal only)
Part A

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

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

S. No.	Item Description	Service Charge Rate as %
1.	Management / Services Charges for providing manpower services over and above the remuneration payable to 169 manpower (skilled / semi-skilled/ unskilled) to be deployed at MPCB designated locations as per Annexure 16 of the RFP	

Note:

1. The rate quoted by Bidder shall include all costs associated with fulfilling the project deliverables, Out of Pocket Expenses including Travelling, Lodging, Food, Insurance, etc. MPCB shall not pay any additional cost to Bidder.
2. All costs shall remain valid for the entire duration of the contract.
3. All factor/services/components need to be taken into consideration before filling rate in the Financial Proposal Format. No changes will be entertained once the bid has been submitted. MPCB does not guarantee Purchase Order for the bids submitted.
4. The prices are to be entered in Indian Rupees only.
5. 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.
6. Bids not conforming to the formats and instructions given below, the Bids will be considered as invalid / non-responsive. MPCB's decision will be final in such case:
 - The PRICE BID has to be submitted online in the BOQ format provided.
 - Bidders are required to submit online commercial bid format
 - A copy of a commercial bid printed on letterhead (PDF file) to be uploaded on Mahatender portal.

Annexure 16 Zone wise list of manpower required

S. No.	Location	Zone	Supervis ors	Janit ors	Liftm an	Electric ian	AC Technic ian	Plumb er	Gardn er	Total
1	Head Quarter	Zone - 1	1	23	0	1	1	1	1	28
2	RO Mumbai	Zone - 1	0	3	0	0	0	0	0	3
3	RO Thane	Zone - 1	1	3	0	1	0	1	0	6
4	RO Kalyan	Zone - 1	0	6	0	0	0	0	0	6
5	RO Navi Mumbai	Zone - 1	1	8	0	0	0	0	0	9
6	RO Pune	Zone - 1	1	6	0	0	1	1	0	9
7	Central Laboratory (Mahape)	Zone - 1	1	20	1	1	1	1	1	26
8	Lab Thane	Zone - 1	0	1	0	0	0	0	0	1
9	Lab Pune	Zone - 1	0	2	0	1	0	0	0	3
10	RO Kolhapur	Zone - 2	0	2	0	0	0	0	0	2
11	RO Amaravati	Zone - 2	1	4	0	0	0	0	0	5
12	RO Chandrapur	Zone - 2	1	4	0	0	0	0	0	5
13	RO Nagpur	Zone - 2	1	3	0	0	0	0	0	4
14	RO Chhatrapati Sambhajnagar	Zone - 2	1	10	1	1	1	1	1	16
15	RO Nashik	Zone - 2	0	4	0	0	0	1	0	5
16	SRO Sangli	Zone - 2	0	1	0	0	0	0	0	1
17	SRO Solapur	Zone - 2	0	1	0	0	0	0	0	1
18	Lab Nagpur	Zone - 2	0	3	0	1	1	1	0	6
19	Lab Chhatrapati Sambhajnagar	Zone - 2	0	3	0	1	1	1	0	6
20	Lab Nashik	Zone - 2	0	3	0	1	1	1	0	6
21	SRO Chiplun	Zone - 3	0	3	0	1	0	1	0	5
22	SRO Bhandara	Zone - 3	0	1	0	0	0	0	0	1
23	SRO Mahad	Zone - 3	0	1	0	0	0	0	0	1
24	SRO Tarapur	Zone - 3	0	1	0	0	0	0	0	1
25	SRO Dhule	Zone - 3	0	1	0	0	0	0	0	1
26	SRO Parbhani	Zone - 3	0	1	0	0	0	0	0	1
27	SRO Latur	Zone - 3	0	1	0	0	0	0	0	1
28	SRO Akola	Zone - 3	0	1	0	0	0	0	0	1
29	SRO Nanded	Zone - 3	0	1	0	0	0	0	0	1
30	SRO Jalna	Zone - 3	0	1	0	0	0	0	0	1
31	SRO Ratnagiri	Zone - 3	0	1	0	0	0	0	0	1
32	SRO Satara	Zone - 3	0	1	0	0	0	0	0	1
33	SRO Jalgaon	Zone - 3	0	1	0	0	0	0	0	1
34	SRO Ahilyanagar	Zone - 3	0	1	0	0	0	0	0	1
35	Lab Chandrapur	Zone - 3	0	1	0	0	0	0	0	1
36	Lab Chiplun	Zone - 3	0	2	0	0	0	0	0	2
	Total		9	129	2	9	7	10	3	169

Annexure 17 Draft Conditions of Contract

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

This Agreement made and entered into at Mumbai on [REDACTED] between the, **Maharashtra Pollution Control Board**, having 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

M/s., having its registered Office at, 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 are referred to individually as "a Party" and collectively as "the Parties"

1. PREAMBLE

WHEREAS The "Purchaser" MPCB is constituted under Section 4 of the Water (P&CP) Act, 1974.

AND WHEREAS The Service Provider is **M/s.**

AND WHEREAS MPCB had floated a **Request for Proposal (RFP)** for

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

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

AND WHEREAS The Service Provider has agreed to work 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.

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:

- a. RFP document having RFP Reference No: **dated 2025.**
- b. Published Corrigendum associated with the RFP mentioned in point no. a. above
- c. Pre-bid queries clarifications
- d. Bid documents submitted by the Service Provider
- e. Letter of Award/Work Order Reference No:**dated2025.**
- f. All the terms and conditions of the RFP
- g. Project contract compliance documents / receipts / certificates / Performance Bank Guarantee
- h. 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 hereby 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:

- i. **"Agreement Date"** shall mean the date of signing of this Agreement
- j. **"Authority/Corporation"** shall mean means Maharashtra Pollution Control Board (MPCB).
- k. **"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.
- l. **"Business Day"** shall mean any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
- m. **"Contract/Agreement"** This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent
- n. **"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., This Agreement shall remain valid for any extension given by MPCB.
- o. **"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.
- p. **"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.
- q. **"Financial Year"** Shall mean a Financial Year period starting from 01st April and ending on 31st March of the respective year.

- r. **"Force Majeure Event"** shall mean such event as described in Clause 29 of this Agreement.
- s. **"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.
- t. **"Month and Year"** shall mean all dates calculated according to the Gregorian calendar.
- u. **"Non- compliance"** Failure / refusal to comply to the terms and conditions of the Agreement.
- v. **"Premises/Site"** shall mean the land or building provided by MPCB to the Service Provider.
- w. **"Project"** shall mean Facility Management through deployment of required manpower onsite to deliver desired services within the contract period.
- x. **"Proposal"** means the bid submitted by the Service Provider along with the terms and conditions, in response to the RFP.
- y. **"Quarter"** shall mean a period of three months starting from the 1st Day of April and such blocks of three months thereafter.
- z. **"Total Contract Value/ Contract Value"** shall mean Value (Inclusive of all taxes, levies, and duties) finally agreed between MPCB and the Service Provider and further negotiated for the delivery of Services.
- aa. **"Writing"** shall mean any handwritten, typewritten, or printed communication including telex, cable, facsimile transmission, and E-mail.
- bb. **"Working Day"** shall mean the normal working day for MPCB from 9.45 a.m. to 6.15 p.m. except on Sundays and other holidays on which days MPCB offices are closed.

"Interpretations:

In this Contract Agreement unless a contrary intention is evident:

1. The clause headings are for convenient reference only and do not form part of this Agreement.
2. Unless otherwise specified a reference to a clause number is a reference to all its sub-clauses.
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub- clause or section of this Agreement including any amendments or modifications to the same from time to time.
4. A word in the singular includes the plural and a word in the plural includes the singular.
5. A word importing a gender includes any other gender.
6. A reference to a person includes a partnership and a body corporate.
7. A reference to legislation includes legislation repealing, replacing, or amending that legislation.
8. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
9. In the event of an inconsistency between the terms of this Agreement and the RFP and the Bid, the terms hereof shall prevail.
10. This Agreement supersedes (a) Request for Proposal issued by the Purchaser, (b) Proposal Submitted by the Supplier and (c) All understandings, clarifications, communications etc. till date of this agreement, whether written or oral, between the Purchaser and the Supplier. The parties may with mutual consent modify and / or amend the agreement. No modification or amendment shall be valid unless the same is in writing and signed by both the parties.

3. AWARD OF CONTRACT

MPCB agreeing to pay the amount of inclusive 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 Scope of Work as elaborated in under this Agreement and subject to the provisions of this Agreement.

4. CONTRACT PERIOD AND EXPIRATION

The agreement is valid for a period offrom date of issuance of the Work Order. The contract may be extended based on the satisfactory performance of the Service Provider and mutual consent on same terms and conditions.

5. PAYMENT AND INVOICING TERMS

As per Section 5 of the RFP

6. KEY PERFORMANCE INDICATORS AND PENALTIES

As per Section 6 of the RFP

7. PERFORMANCE BANK GUARANTEE IN THE FORM OF ePBG

- a. Within Thirty (30) days of MPCB issuing the Work Order, the Service Provider, at its cost, charges and expenses will submit a Performance Bank Guarantee (ePBG) for an amount equivalent topercentage (%)..... of the total contract i.e., ₹..... value valid up topost completion of the contract period.
- b. The Performance Guarantee shall be irrevocable and unconditional and shall be of a bank having its offices/branch in the city of Mumbai
- c. Performance Bank Guarantee is governed for services as follows:
 - i. The Service Provider shall carry out the services in conformity with the requirements of the RFP and this agreement, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - ii. The Earnest Money deposited at the time of bid submission would be given back to the Service Provider after completion of onboarding process.
- d. The Service Provider shall deposit the Performance Bank Guarantee as follows:
 - i. The Service Provider shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised / Schedule Commercial Bank of stated value and valid for the tenure as mentioned above.
 - ii. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the Service Provider under the Agreement. However, no interest shall be payable on the Performance Bank Guarantee.
- e. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - i. Any amount imposed as a fine by MPCB for irregularities committed by the Service Provider during execution of the project.

- ii. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the Service Provider or any of his/her/their agent/ employees or staff.
- iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- iv. Any other outstanding amount.
- f. Once the amount under this clause is debited, the Service Provider shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 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.
- g. The Performance Bank Guarantee will be retained by MPCB until the period mentioned in the clause above and be released thereafter. The Service Provider shall be required to submit a request in writing to MPCB for the return of Performance Security. On receipt of such letter MPCB shall process the request within Fifteen (15) days and return the Performance Bank Guarantee upon being satisfied that there have been no due performance obligations on the part of the Service Provider under this Agreement. However, no interest shall be payable on the Performance Bank Guarantee.
- h. The Performance Security may be invoked on violation of any of the conditions given below:
 - The Service Provider is not able to deliver services as per KPIs as set out in the Agreement.
 - The Service Provider or its employee(s) is involved in any unlawful activity during its engagement with MPCB.
 - In case the Service Provider fails to comply with approved Exit Management.

8. 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. 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.

14. CORRUPT OR FRAUDULENT PRACTICES

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

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Agreement execution; and
- b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Agreement.

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

15. 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.

16. 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.

17. CONFLICT OF INTEREST

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

18. CONFIDENTIALITY

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

initiate legal action against the Service Provider for breach of trust. The Service Provider shall also not make any news release, public announcements or any other reference on application document or contract agreement without obtaining prior written consent from MPCB.

- c. The Service Provider shall use reasonable care to protect confidential information from unauthorised disclosure and use.

19. 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.

20. 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.

21. 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**.

22. 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.

23. 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.

24. 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.

25. RELATIONSHIPS

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

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

26. TERMINATION

a. Termination for MPCB Convenience

- i. MPCB may at any time terminate the Contract for any reason by giving the Service Provider a Thirty (30) days' notice of termination that refers to this clause.
- ii. Upon receipt of the notice of termination under the above clause 26 (a) (i), the Service Provider shall either as soon as reasonably practical or upon the date specified in the notice of termination:
 - (i) cease all further work, except for such work as MPCB may specify in the notice of termination for the sole purpose of protecting that part of the project already executed.
 - (ii) in addition, the Service Provider, subject to the payment specified in 26 (a)
 - (iii) shall deliver to MPCB all relevant data and documents prepared by the Service Provider as of the date of termination in connection with the Project.

iii. In the event of termination of the Contract under clause 26 (a) (i), MPCB shall pay to the Service Provider the following amounts:

- (i) the total Contract value, properly attributable to the parts of the Project executed by the Service Provider as of the date of termination.

b. Termination for the Service Provider's Default

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

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

ii. If the Service Provider:

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

then MPCB may, without prejudice to any other rights it may possess under the Contract, give a notice to the Service Provider stating the nature of the default and requiring the Service Provider to remedy the same. If the Service Provider fails to remedy or to take steps to remedy the same within Thirty (30) days of its receipt of such notice, then MPCB may terminate the Contract forthwith by giving a notice of termination to the Service Provider that refers to this clause 26 (b) (ii).

- iii. Upon receipt of the notice of termination under clauses 26 (b) (i) or 26 (b) (ii), the Service Provider shall, either immediately or upon such date as is specified in the notice of termination:
 - (i) cease all further work, except for such work as MPCB may specify in the notice of termination for the sole purpose of protecting that part of the work already executed
 - (ii) deliver to MPCB all relevant data and documents prepared by the Service Provider as at the date of termination in connection with the services
- iv. In case of termination before commencement, MPCB shall be entitled to recover such damages from the Service Provider as decided by MPCB on account of termination.
- v. If the termination takes place after the commencement, the Service Provider shall be entitled to be paid the Contract value attributable for work done. Any sums due to MPCB from the Service Provider accruing prior to the date of termination shall be deducted from the amount to be paid to the Service Provider under the Contract.
- vi. If the termination takes place before commencement, the cost of completing the Project by MPCB as per the Contract shall be determined. The sum that the Service Provider is required to pay, pursuant to clause 26 (b) (iv), plus the reasonable costs incurred by MPCB in the completing the Scope of Work, the Service Provider shall be liable to reimburse such money to MPCB. MPCB and the Service Provider shall agree in writing, on the computation described above and the manner in which any sums shall be paid.
- vii. If the termination takes place after commencement, the cost of completing the remaining Scope of Work by MPCB as per the Contract shall be determined. If the pro- rata sum that the Service Provider is entitled to be paid for the operations period, pursuant to clause 26 (b) (v), plus the reasonable costs incurred by MPCB in the completing the Scope of Work, exceeds the total pro-rata Cost of the Contract due, the Service Provider shall be liable to reimburse such excess money to MPCB. If such excess is greater than the sums due to the Service Provider for the operations period under clause 26 (b) (v), the Service Provider shall pay the balance to MPCB, and if such excess is less than the sums due to the Service Provider for the operations period under clause 26 (b) (v), MPCB shall pay the balance to the Service Provider. MPCB and the Service Provider shall agree in writing, on the computation described above and the manner in which any sums shall be paid.

c. Termination Due to Force Majeure

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

d. Payment upon Termination

Upon termination of this Contract pursuant to *clause 26 sub-clause c* the MPCB shall make the following payments to the Service Provider:

- i. If the Contract is terminated pursuant to *clause 26 sub-clause c*, remuneration for Services satisfactorily performed prior to the effective date of termination.
- ii. If the agreement is terminated pursuant of *clause 26 sub-clause c*. The Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the MPCB may consider making a payment for the part satisfactorily performed on the basis of *Quantum Merit* as assessed by it, if such part is of economic utility to the MPCB. Applicable under such circumstances, upon termination, the MPCB may also impose liquidated damages. The Service Provider will be required to pay any such liquidated damages to MPCB within Fifteen (15) days of termination date.

e. 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.

27. Default and Termination

27.1 Events of default by the Service Provider

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

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

MPCB deems proper and necessary for the execution of the scope of work under this Agreement.

- e. The Service Provider's Team has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Bid, the Tender, and this Agreement.
- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Service Provider.
- g. The Service Provider's Team has failed to comply with or is in breach or contravention of any applicable laws.
- h. The Service Provider's team are involved in fraud/wilful misconduct.
- i. Where there has been an occurrence of such defaults inter alia as stated above, MPCB shall issue a notice of default to the Service Provider, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Thirty (30) days to enable such 'Defaulting Party' to remedy the default committed.
- j. Where despite the issuance of a default notice to the Service Provider by MPCB, the Service Provider fails to remedy the default to the satisfaction of MPCB, MPCB may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to MPCB including immediate termination of contract agreement. In such a case the Performance Security shall be forfeited by MPCB and outstanding payments, if any shall be made to the extent for the services found acceptable and satisfaction of MPCB.

27.2 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.

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 (05) days of the occurrence of such event. MPCB will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Service Provider's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- c. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
- d. The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
- e. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable.
- f. Such events may include, but are not limited to:

(I) Non-Political Events:

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

- (i) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire, or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external).
- (ii) strikes or boycotts (other than those involving the Service Provider or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of Twenty-Four (24) hours and an aggregate period exceeding Seven (7) days in Financial Year
- (iii) any failure or delay of a Service Provider but only to the extent caused by another Non-Political Event which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such a Service Provider.
- (iv) any delay or failure of an overseas Service Provider to deliver in India if such delay or failure is caused outside India by any event specified in Sub clause (a) above and which does not result in any offsetting compensation being payable to or on behalf of such Service Provider.

- (v) any judgement or order of any court of competent jurisdiction or statutory authority made against the Service Provider in any proceedings for reasons other than (i) failure of the Service Provider to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights by the Authority; the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection.

(II) Indirect Political Event.

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

- (i) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage.
- (ii) any political or economic upheaval, disturbance, movement, struggle, or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible.
- (iii) industry-wide or State-wide strikes or industrial action for a continuous period of Twenty-Four (24) hours and exceeding an aggregate period of Seven (07) days in a Financial Year.
- (iv) any civil commotion, boycott or political agitation which prevents for providing services as per scope of work or fulfilment of Maintenance Obligations by the Service Provider for an aggregate period exceeding Fifteen (15) days in a Financial Year.
- (v) failure of the Authority to permit the Service Provider to continue its construction works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason.
- (vi) any Indirect Political Event that causes a Non-Political Event; or
- (vii) any event or circumstances of a nature analogous to any of the foregoing.

(III) Political Event

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

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

- (v) Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lockouts, and freight embargoes.
- g. If a Force Majeure situation arises, the Service Provider shall promptly notify the MPCB in writing of such conditions and the cause thereof within Twenty (20) calendar days.
- h. Unless otherwise directed by the MPCB in writing, the Service Provider shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- i. If the duration of delay continues beyond a period of Three (03) 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 hand over the entire project asset created during the Implementation for successful handover of the project. This process will be initiated Five (05) days before the ending of the project contract.
 - Detailed inventory of all the assets, Infrastructure, source code, its location, condition, licenses, documents, manuals, etc. created under the Project.
 - Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
 - Proposal for necessary setup or institution structure required at MPCB level to effectively maintain the project after contract ending.
 - Training and handholding of MPCB Staff or designated officers for maintenance of project after contract ending.
- b. MPCB will approve this plan after necessary consultation and start preparation for transition.

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.

For Purchaser

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

User

Name

Maharashtra Pollution Control Board

Signature

Signature of Board's Authorized

Representative with Seal

Service Provider

Name

*M/s.....(name of the Service
Provider)*

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

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 INR 500 duly attested by notary public)

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

WHEREAS

1. The "MPCB" has issued a public notice inviting various organizations for **Proposal for Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across 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 advice those persons of their obligations hereunder with respect to such information.
 - iii. use the information only as needed for the purpose of bidding for the Project.
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - v. undertake to document the number of copies it makes
 - vi. on completion of the bidding process and in case unsuccessful, promptly return to the MPCB, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
 - was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
 - is or becomes publicly known through no wrongful act of the Bidder; or
 - is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the MPCB to the bidder.
6. MPCB will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. MPCB reserves the right to share the information received from the bidder under the ambit of RTI Act.
8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of

any information by the MPCB to the Bidder, the MPCB shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the MPCB is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the MPCB on any copy of the information and shall reproduce any such mark or notice on all copies of such information.

9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
10. Upon written demand of the MPCB, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the MPCB forthwith after receipt of notice, and (iii) upon request of the MPCB, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the MPCB and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. Confidential information is provided "As-Is". In no event shall the MPCB be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the MPCB and the Bidder and their respective subsidiaries, affiliate, successors, and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address

Annexure 19 Format for Performance Bank Guarantee

(to be Submitted After Award of Contract)

Form of Bid Security (Bank Guarantee)

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

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

Whereas <<name of the Service Provider and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for the **RFP for Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across 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 Service Provider such a bank guarantee.

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

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

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

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

Notwithstanding anything contained herein:

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

Dated _____ Day of _____ 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 (both soft copy **(editable excel format) and hard copy**) as mentioned in section "Notice for Request for Proposal"

Sub: Request for Proposal for Appointment of Agency for Facility Management and Housekeeping Services at MPCB's Offices and Laboratories across Maharashtra

Ref: RFP Ref. No. MPCB/ /

Bidder's Request for Clarification			
Name and complete official address of Organization submitting query / request for clarification		Tel of Organization & Authorized Person: Email of Organization & Authorized Person:	
S. No.	Clause & Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1			
2			

Signature :

Name of the Authorized signatory :

Company seal :

Date and Stamped :

SECTION 8: CHECKLISTS

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

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
PQ 1	Legal Entity: The bidder should be <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) or 	<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 3 Power of Attorney along with Board Resolution ▪ Details of directors / partners and shareholders as per Annexure 4 Declaration of Directors / Partners and Shareholding Pattern along with MCA master data of company as well as directors. ▪ Annexure 5 Undertaking for Not Tendering Under Different Names ▪ Any other supporting document, as may be required 		
PQ 2	Average Annual Turnover: Minimum Average Annual Turnover (MAAT) for the last Three (03) audited financial years (FY 2022-23, FY 2023-24, and FY 2024-25) of the bidder should not be less than INR 5.00 Cr.	a) Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three Financial years i.e. FY 2022-23, FY 2023-24, and FY 2024-25. Note: Audited financial statement should match with certificate of chartered accountant b) Certificate from Statutory Auditor as per c) Annexure 6 Financial Declaration of Bidder		
PQ 3	Net-worth Criteria: The bidder should have a positive net worth of minimum INR 1.5 Cr. for each of the last three audited financial years.	a) Duly filled Format for Financial years FY 2022-23, FY 2023-24, and FY 2024-25 to be submitted on the letterhead of the Chartered Accountant b) Net worth Certificate duly certified by Statutory Auditor.		

S. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	(FY 2022-23, FY 2023-24, and FY 2024-25) [Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]	c) Certificate from Statutory Auditor as per d) Annexure 6 Financial Declaration of Bidder		
PQ 4	Project Experience 1: The Bidder must have experience in "similar works"* during last Five (05) years as on last date of submission of bid as per following details: - One (01) project with "Similar works"* costing at least INR 4.0 Cr. OR Two (02) projects with "Similar works"* each costing at least INR 2.50 Cr. OR Three (03) projects with "Similar works"* each costing at least INR 2.0 Cr. "Similar works"*: The bidders should have project experience in Facility Management and Housekeeping Services** for any Central / State Govt. or State Govt. Undertaking/ PSU/ ULBs in India.	a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work. 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, having received the payment matching the 'Minimum Project Value' of the partially completed project. c) Project citation as per format in Annexure 7 Project Citation (PQ & TQ) d) Self-Declaration as per Annexure 8 Format for Self-Declaration		
PQ 5	Project Experience 2: The bidders should have successfully executed single work order of facility management and housekeeping services for a minimum of Forty (40) locations anywhere in India for Central/ State Govt./ State Govt. Undertaking/ ULBs/ PSU during last Five (05) years as on last date of submission of bid	a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work. 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, having received the payment matching the 'Minimum Project Value' of the partially completed project.		
PQ6	Project Experience 3: The bidders should have project experience in supplying at least 50 manpower (skilled/ semi-skilled/ unskilled) in	c) Project citation as per format in Annexure 7 Project Citation (PQ & TQ) d) Self-Declaration as per Annexure 8 Format for Self-Declaration		

S. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	healthcare facilities/ hospitals managed by any Central/State Govt. or State Govt. Undertaking/ PSU/ ULBs in India during last Five (05) years as on last date of submission of bid.			
PQ7	Certification: The bidder should have at least one (01) valid certificate from below as on last date of submission of bid: <ul style="list-style-type: none"> ISO 9001:2015 or latest version OR ISO 45001: 2018 or latest version 	Copy of valid Certificate as of the date of bid submission		
PQ8	Labour Law compliance: The Bidder should be registered with appropriate authorities under following: <ul style="list-style-type: none"> Employees Provident Fund AND Employees State Insurance Acts or Group Insurance Schemes 	a) Attested copy of the Employee Provident Fund registration letter / certificate. b) Attested copy of the Employee State Insurance registration letter / certificate; OR Attested copy of Group Insurance Schemes letter/ certificate; OR Documents to be submitted, as applicable.		
PQ 9	Manpower Strength: The Bidder should have at least 400 (hundred Hundred) manpower on bidder's payroll as on date of bid submission.	Self-declared as per Annexure 9 Declaration from HR department of the Bidder as on the date of bid submission.		
PQ10	Office in Maharashtra: The bidder shall have a functioning support office in Maharashtra or shall open office in Maharashtra within Thirty (30) days in case of award of contract.	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 11 Undertaking for Office in Maharashtra		

S. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
PQ11	<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>	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 12 Declaration by the Bidder for not being Blacklisted /Debarred.		

8.2 Checklist for documents to be included in Technical Proposal

S. No.	Parameters	Max. Marks	Marks	Supporting Documents	Submitted (Yes/ No)	Document name & Page No.
TE 1	Financial Evaluation (15 marks)					
TE 1.1	Average Annual Turnover: Minimum Average Annual Turnover (MAAT) for the last Three (03) audited financial years (FY 2022-23, FY 2023-24, and FY 2024-25) of the bidder should not be less than INR 5.00 Cr. (INR Five Crore)	15	≥ INR 5.00 Cr. and < INR 10.00 Cr. 08 ≥ INR 10.00 Cr. and < INR 15.00 Cr. 10 ≥ INR 15.00 Cr. 15	a) Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three Financial years i.e. FY 2022-23, FY 2023-24, and FY 2024-25. Note: Audited financial statement should match with certificate of chartered accountant Certificate from Statutory Auditor as per Annexure 6 Financial Declaration of Bidder		
TE 2	Project Experience (40 Marks)					
TE 2.1	Project Experience 1: The Bidder must have experience in "similar works"* during last Five (05) years as on last date of submission of bid as per following details: - One (01) project with "Similar works" * costing at least INR 4.00 Cr. OR Two (02) projects with "Similar works"* each costing at least INR 2.50 Cr. OR Three (03) projects with "Similar works"* each costing at least INR 2.00 Cr. "Similar works"*: as defined in the RFP	20	Cumulative Total Project Value of maximum any three projects submitted meeting the Criteria: Total Project Value ≥ INR 4.00 Cr. and < INR 6.00 Cr. 10 Total Project Value ≥ INR 6.00 Cr. and < INR 9.00 Cr. 15 Total Project Value ≥ INR 9.00 Cr. 20	a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work. 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, having received the payment matching the 'Minimum Project Value' of the partially completed project. c) Project citation as per format in		
TE 2.2		10	Total number of Projects for meeting			

S. No.	Parameters	Max. Marks	Marks	Supporting Documents	Submitted (Yes/ No)	Document name & Page No.
	Project Experience 2: The bidders should have project experience in supplying atleast 50 manpower (skilled/ semi-skilled/ unskilled) in healthcare facilities/ hospitals managed by any Central/State Govt. or State Govt. Undertaking/ PSU/ ULBs in India during last Five (05) years as on last date of submission of bid.		the Criteria: Total Projects ≥ 1 Nos. and ≤ 3 Nos. 05 Total Projects ≥ 4 Nos. and ≤ 6 Nos. 07 Total Projects ≥ 7 Nos. 10	d) Annexure 7 Project Citation (PQ & TQ) e) Self-Declaration as per Annexure 8 Format for Self-Declaration		
TE 2.3	Project Experience 3: The bidders should have successfully executed single work order of facility management and housekeeping services for a minimum of Forty (40) locations anywhere in India for Central/ State Govt./ State Govt. Undertaking/ ULBs/ PSU during last Five (05) years as on last date of submission of bid.	10	Total locations under single work order for meeting the Criteria: Total No. of locations ≥ 40 Nos. and < 60 Nos. 05 Total No. of locations ≥ 60 Nos. and < 80 Nos. 07 Total No. of locations ≥ 80 Nos. 10			
TE 3	Manpower strength (30 marks)					
TE 3.1	Manpower strength: The Bidder should have at least 400 (Four Hundred) manpower on bidder's payroll as on date of bid submission	10	Number of resources ≥ 400 Nos. and < 600 Nos. 05 ≥ 600 Nos. and < 800 Nos. 07 ≥ 800 Nos. 10	Self-declared as per Annexure 9 Declaration from HR department of the Bidder as on the date of bid submission.		
TE 3.2	The Bidder should have minimum Ten (10) resources at supervisor level on its payroll with minimum Ten (10) years of experience in the Housekeeping, facility management	10	(I) For average overall professional experience of the resources, the evaluation will be as follows: a ≥ 10 and < 15 years of experience 02 b. ≥ 15 years of experience 05	The bidders should submit CVs in the Format mentioned in Annexure 10 CV Format		

S. No.	Parameters	Max. Marks	Marks		Supporting Documents	Submitted (Yes/ No)	Document name & Page No.
	services for government and semi-government clients with Education as qualification as Graduate / MBA from any discipline.		(II) No. of resources, the evaluation will be as follows:				
			< 10 resources	00			
			≥ 10 resources and < 15 resources	03			
			≥ 15 resources	05			
TE 3.3	The Bidder should have minimum Twenty (20) (out of 50 resources) skilled /semi-skilled resources rendering services in healthcare facilities / hospitals managed by any Central/State Govt. or State Govt. Undertaking/ PSU / ULBs in India during last Five (05) years as on last date of submission of bid.	10	< 20 resources	00	The bidders should submit CVs in the Format mentioned in Annexure 10 CV Format		
			≥ 20 resources and < 30 resources	07			
			≥ 30 resources	10			

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