



Maharashtra Pollution Control Board

महाराष्ट्र प्रदूषण नियंत्रण मंडळ

**Request for Proposal
For
“Selection Of Agency for Supply, Installation and
Commissioning of Real Time Ambient Noise Monitoring
System in the State of Maharashtra”**

RFP Reference No: MPCB/JD(APC)/Noise Station/2023-24/01

Date of Issue:

RFP Price: INR 5,000/-

Issued By:

Member Secretary
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022
Tel: +91 22 2401 4701 / 2402 4068
Email ID: jdair@mpcb.gov.in

Disclaimer

This Request for Proposal (RFP) for "**Selection of Agency for Supply, Installation and Commissioning of Real Time Ambient Noise Monitoring System in the State of Maharashtra**" (Hereinafter referred to as "Project"), is issued by Maharashtra Pollution Control Board, GoM (herein referred to as '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 advisors 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 for "Project", or makes 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 advisors 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, and does not purport to, contain all the information that a recipient may require for the purposes for deciding to participate in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MPCB Project, the regulatory regime which applies thereto and by and all matters pertinent to the MPCB Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the MPCB Project. MPCB shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

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

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

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Section I: Instruction to Bidders

Abbreviations

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

Definitions

| Term | Definition |
|--------------------------------------|--|
| Authority /Purchaser | Means Maharashtra Pollution Control Board, Government of Maharashtra i.e. the issuer of this tender |
| Bidder(s) | Eligible, reputed, qualified entities with strong technical and financial capabilities for scope defined in this RFP |
| Bid/ Proposal | This means the documents in their entirety comprising of the Eligibility Proposal, and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, the Bidder herein, in response to the RFP, and accepted by MPCB |
| 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). |
| Contract / Project Period | The time period for completion of the entire project scope of work defined in the RFP |
| Certificate of Operation (CoOP) | A written documentation issued by MPCB evidencing the acceptance, approval or completion, as the case may be, of any Deliverable including any documentation of the Project such that may be required in terms of the Contract |
| Day | A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India. |
| Deliverables | The equipment, services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP. |
| EMD/ Bid Security | This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the bid process of this RFP |
| End of Contract | This refers to the time when the Contract Period shall end |
| RFP Portal / e-procurement portal | The web portal https://mahatenders.gov.in/ that is official portal for all details and submissions related to this RFP process |
| 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 |
| Project | To Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra |
| 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 |
| Successful Bidder | Refers to the bidder who has gone through the selection criteria as mentioned in the RFP and has been selected by the department for the mentioned work |
| Total Contract Value/ Contract Value | Value (Exclusive of all taxes, levies and duties) finally agreed between MPCB and the Bidder for the delivery of Equipment and Services mentioned in the RFP; which will be the maximum value payable to the Bidder for this Project. |

1. Tender Notice

RFP reference No: MPCB/JD(APC)/Noise Station/2023-24/01

Date:

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders / e-bids from reputed experienced professional organizations for **"supply, installation and commissioning of Real Time Ambient Noise Monitoring System for Thirty-six (36) locations"**. The prospective firms may download the technical and commercial bid from the e-tendering portal <https://mahatenders.gov.in> and submission of bid may be done as per details provided in RFP.

For complete details & formats of e-tender, the bidders can visit <https://mahatenders.gov.in> Tender Fee payment of **INR 5,000/-** (Non-Refundable) by payment gateway online /RTGS /NEFT /ECS. No brokers/intermediaries shall be entertained. MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

Note:

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

2. Invitation for Bids

1. MPCB hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the **"supply, installation and commissioning of Real Time Ambient Noise Monitoring System for Thirty-six (36) locations."** as detailed in this RFP document.
2. 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 through e-Tendering Online Payment Gateway mode only.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - III) 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. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. Bidders are also advised to refer "Bidders Manual Kit" available in this document or at <https://mahatenders.gov.in> for further details about the e-tendering process.
5. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
6. Note-
 - a. **Earnest Money Deposit (EMD)** can be paid through Online Payment mode only as provided in the e-procurement website <https://mahatenders.gov.in>.
 - b. All eligible/ interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tender process for this Tender. Bidders are requested to contact the telephone numbers provided on maha-tenders portal in case of any doubts/ information/difficulty regarding online enrolment or e-tendering process.
 - c. Bidders should submit the all document related to tender online and a copy of technical Document shall be submitted to this office physically for purpose of records via post or personally on or before last date of bid submission as mentioned in the e-tender schedule. Other instructions can be seen in the tender. All or any one of the tenders may be rejected by a competent authority.
 - d. The Electronic tendering system for MPCB will be available on the URL <https://mahatenders.gov.in>.

The summary of details regarding this invitation of bids are listed in the table below: -

| Sr. | Items | Description |
|-----|---|---|
| 1 | RFP Reference Number | MPCB/JD(APC)/Noise Station/2023-24/01 |
| 2 | Name of the Project | "Supply, installation and commissioning of Real Time Ambient Noise Monitoring System for Thirty-six (36) locations". |
| 3 | RFP Document Download Start / End Date & Time | Start: 27.03.2023 @ 11:00 Hrs End: 10.04.2023 @ 17:00 Hrs |
| 4 | Last date to send in requests for clarifications | All the queries should be received on or before 31.03.2023 @ 11:00 Hrs, through email only with subjectline as follows: "Queries – supply, installation and commissioning of Real Time Ambient Noise Monitoring System for MPC Board" The Pre-Bid queries to be sent to the Email Id :- jdair@mpcb.gov.in |
| 5 | Date and Time pre bid Meeting | 31.03.2023 @ 12:30 Hrs at MPCB HQ, Sion Mumbai or by Video Conferencing (depending on prevailing situation) |
| 6 | Last date for submission of Bids | 10.04.2023 @ 17:00 Hrs |
| 7 | Tender Fee to be paid via Online Payment Gateway mode only. | INR 5,000/- (Rs. Five Thousand INR) |
| 8 | Date Time and Place of opening of Technical Proposals | 11.04.2023 @ 13:00 Hrs at MPCB HQ, Sion |
| 9 | Earnest Money Deposit (EMD) to be paid in form of Online Payment | INR 1 0,00,000 (Rs. Ten Lakh Only) |
| 10 | Performance Bank Guarantee (PBG) from Nationalized Bank | 10% of the contract value valid up to Fifteen (15) months post end of contract. PBG Should be only from Nationalized banks. |
| 11 | Last date for signing contract | As intimated in work order of MPCB |
| 12 | Bid Validity Period | 180 days from the date of submission of bids. |
| 13 | Contract Period | Six (6) months from the date of LoA / Work Order /Contract |
| 14 | Contact Details Shri. Dr. V. M. Motghare, JD (APC) Maharashtra Pollution Control Board, 3 rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: jdair@mpcb.gov.in | |

Note: Prospective Bidders may visit MPCB Official website(<https://www.mpcb.gov.in/>) for any further information / clarification regarding this RFP on prior appointment during working hours till the date of technical bids submission

2.1 Tender Schedule

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

| Sr. No. | Activity | To be performed by | Start | | Expiry | |
|---------|--------------------------------------|--------------------|----------------------|-------|------------|-------|
| | | | Date | Time | Date | Time |
| 1 | Release of E-Tender | Department | 27.03.2023 | 10:00 | - | |
| 2 | E-Tender Download | Bidder | 27.03.2023 | 11:00 | 10.04.2023 | 17:00 |
| 3 | Queries from Bidders | Bidders | 27.03.2023 | 11:00 | 31.03.2023 | 11:00 |
| 4 | Pre-bid Meeting | Department | 31.03.2023 | 12.30 | | |
| 5 | Bid Submission | Bidders | 27.03.2023 | 11:00 | 10.04.2023 | 17:00 |
| 6 | Technical Bid Opening (Envelope - 1) | Department | 11.04.2023 | 13.00 | - | |
| 7 | Price Bid Opening (Envelope - 2) | Department | To be Announce later | | - | |

Presentations from each of the Bidder complying to Minimum Eligibility Criteria will be communicated well before the time and shall be conducted at MPCB HQ, Sion, Mumbai. The detailed schedule and agenda for the same will be intimated in due course.

Note: - Dates mentioned here are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial bids shall be notified in 'Press Notice / Corrigendum' section on the e-Tendering sub portal of the department <https://www.mpcb.gov.in/> before opening of the same.

3. Instructions to Bidders

3.1 Introduction of MPCB

Maharashtra Pollution Control Board (MPCB) is implementing various environmental legislations in the state of Maharashtra, mainly including Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Water (Cess) Act, 1977 and some of the provisions under Environmental (Protection) Act, 1986 and the rules framed there under like, Biomedical Waste (M&H) Rules, 1998, Hazardous Waste (M&H) Rules, 2000, Municipal Solid Waste Rules, 2000 etc. MPCB is functioning under the administrative control of Environment Department, Government of Maharashtra

Some of the important functions of MPCB are:

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

3.2 Background

The increasing ambient noise levels in public places from various sources, inter-alia, industrial activity, construction activity, generator sets, loud speakers, public address systems, music systems, vehicular horns and other mechanical devices have deleterious effects on human health and the psychological wellbeing of the people; it is considered necessary to regulate and control noise producing and generating sources with the objective of maintaining the ambient air quality standards in respect of noise;

Therefore, MPCB has planned to establish the Real Time Ambient Noise Monitoring Network with 36 stations with 4G/5G modem for transmission of data to the central receiving station. The Noise Monitoring Stations shall provide real time data through 4G/5G network at scheduled interval and as and when requested by the users.

3.3 Completeness of Response

1. The response to this RFP should be full and complete in all respects.
2. 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.

3.4 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.
2. 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.
3. All materials submitted by the bidder shall be the absolute property of MPCB and no copyright /Patent etc. shall be entertained by MPCB.

3.5 Bidder Inquiries

1. Bidder shall E-Mail their queries, as per details in the format as prescribed in the **Annexure 1**.
2. The response to the queries will be published on <https://mahatenders.gov.in>. after pre-bid meeting, no telephonic /queries will be entertained thereafter.
3. This response of MPCB shall become integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses.

3.6 Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
2. The Bidders are advised to visit the above mentioned websites/portal on regular basis to check for necessary updates. The MPCB also reserves the right to amend the dates mentioned in this RFP.

3.7 Supplementary Information to the RFP

1. 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.
2. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

3.8 MPCB's right to terminate the process.

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

3.9 Earnest Money Deposit (EMD)

1. Bidders shall submit, EMD as defined in this RFP.
2. Bidders are required to submit an Earnest Money deposit (EMD) online for an amount of **INR 10,00,000/- (Rs. Ten Lakh only)**. Please refer **Annexure 5** for the payment of the same. Bids of the bidders who have not paid the EMD as stipulated in this RFP, will be rejected by MPCB as non-responsive. No exemptions to this clause will be allowed.
3. Unsuccessful Bidders' EMD will be returned within 30 days from the date of finalization of the tender. EMD of successful bidder will be returned only after submission of Performance Bank Guarantee (PBG).
4. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to the all Bidders (including the Successful Bidder(s)) without any accrued interest on it.
5. The Bid submitted without EMD or with EMD which does not conform to RFP clauses, mentioned in this document, will be summarily rejected.

6. The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a Successful Bidder(s), if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. 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.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then MPCB shall reject the bid and, if necessary, initiate action.
7. The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

3.10 Authentication of Bid

1. Authorized person of the bidder who signs the bid shall obtain the Power of Attorney from the bidder, which shall be submitted with the Bid.
2. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

3.11 Language of Bids

1. This bid should be submitted in **English** language only.
2. 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 submit with the bid, and English translation shall be validated at MPCB's discretion.

3.12 Patent Claim

1. 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 or any part thereof, the bidder shall expeditiously extinguish such claim.
2. If the Successful Bidder fails to comply and MPCB is required to pay compensation to a third party resulting from such Infringement, the Successful Bidder shall be responsible for such compensation, including all expenses, court costs, lawyer fees etc.
3. MPCB shall give notice to the Successful Bidder(s) of any such claim and recover it from the bidder.

3.13 Submission of bids

The bidding process will be a TWO (2) bid system, comprising of the following two bids viz.

1. Envelope – 1 Technical Bid

The information to be submitted by the bidders as Envelope 1 (Cover 1) are mentioned in **Annexure 5**

2. Envelope – 2 Financial Bid / Price Bid

The information to be submitted by the bidders as Envelope 2 (Cover 2) are mentioned in Section 6.2 and in the given BOQ Format

The bidders are requested to follow the Bid Submission process as detailed in **Annexure 5**

3.14 Bid Submission Instructions

Complete bidding process will be online (e-Tendering) in two (2) envelope system. Submission of bids shall be in accordance with the instructions given in the Table below:

| Table: Documents Required | | | |
|---|--------------------|---|-------------------|
| Sr. No. | Document Type | Document Format | Online Submission |
| Tender Fee & EMD and Eligibility Details - Envelope –A | | | |
| 1. | Tender Fee | Online Payment of INR 5,000/- & scanned copy of the receipt to be submitted online with the proposal | Yes |
| 2. | EMD | Online Payment of INR 10,00,000/- & receipt/scanned copy to be submitted online with the proposal | Yes |
| 3. | Technical Proposal | Eligibility criteria Proposal shall be prepared in accordance with the requirements specified in Section 3.22 and 3.23 The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP. | Yes |
| Financial Bid– Envelope –B | | | |
| 4. | Financial Proposal | The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP. | Yes |

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. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.
2. The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.
3. The prices should be quoted in Indian Rupees only.
4. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical 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.
5. 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.
6. 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.
7. 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.
8. Proposals sent by fax/ post/ courier shall be rejected.
9. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are uploaded on the portal well within time and MPCB shall not entertain any re- presentation from any bidder, who fails to upload the

requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

3.15 Late Proposal

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.

3.16 Modification and Withdrawal of Proposals

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

3.17 Non-conforming Proposals

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

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

3.18 Acknowledgement of Understanding of Terms

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

3.19 Bid Opening and Evaluation Process

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. 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 the all bidders.
4. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MPCB has the right to reject the bid after due diligence is done.

3.20 Tender Evaluation Committee

1. MPCB shall form a Tender Evaluation Committee (hereinafter referred to as "TEC") to

evaluate the bids.

2. The TEC shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the TEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
4. The TEC may ask for meetings with the bidders to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
5. The TEC reserves the right to reject any or all proposals entails the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
7. The TEC would submit its decision to the competent authority whose decision would be final and binding upon the bidders.

3.21 Evaluation Process

1. TEC shall review the proposal of the Bidders to determine whether the requirements as mentioned in Section 3.22 of the RFP are met. Incomplete or partial Proposals are liable for disqualification.
2. Bid Evaluation shall be conducted following **Quality Cum Cost Based Selection (QCBS)** methodology.
 - A. In the first stage, Technical Proposals shall be opened and evaluated as per the Minimum Eligibility criteria mentioned in Section 3.22 of the RFP. **Bids not meeting the Minimum Eligibility Criteria will be summarily rejected.**
 - B. Bids qualifying through the Minimum Eligibility Criteria will be further evaluated for their objective evaluation based on the Criteria mentioned in section 3.23. A cut off for the Technical score will be defined. The Technical scoring for respective bidders will be worked out as elaborated in Section 3.25.
 - C. In the Second stage, Financial Proposal of those Bidders who qualify in Eligibility Criteria, shall be opened. 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. The Financial / Price Bids, of those bidders who do not achieve the cut off / minimum Technical qualification score, will not be opened.
 - D. At the end of two stages, Weighted Technical and Price bid scores (only of those bidders who qualify as per the minimum Technical Score) will be added to arrive at a Composite score of each of the bidder. The Bidder with the highest Composite score will be declared as the Successful Bidder, subject to all supporting documentation being in order.
3. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules and rules defined in this RFP.
4. Please note that TEC may seek inputs from their professional, external experts in the bid evaluation process.

3.22 Minimum Eligibility Criteria

Minimum Eligibility Criteria is a set of PASS / FAIL criteria. Not complying to even one of the listed criteria will render a bid to be unresponsive.

An authorized Indian agency / representative / System Integrator nominated by the OEM, who is in agreement with OEM shall bid. Relevant documents along-with tender specified Authorization Form indicating the Bidder is an authorised agency/representative of the OEM for bid submission shall be enclosed with tender bid. The OEM shall give an undertaking to supply components / parts/ consumables during warranty & post-warranty periods as well as continued supply of components/ spare parts for the period of product support. OEM shall also assure full technical back-up and support in the matter of providing maintenance including software up-gradations. Copy of agreement between OEM and the agency/representative confirming the above requirements and nomination from the OEM for supplying stores shall be enclosed with the tender. Only one nomination from the OEM shall be accepted. The order will be issued in the name of successful bidder only.

The Bidders must comply with each of the criteria listed below and should submit sufficient documentary proof as mentioned in the table.

| S. N. | Minimum Eligibility Criteria | Document to be submitted |
|-------------|---|--|
| EC 1 | The bidder must be Private Limited or Limited Company. A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 since last 7 years. | <ul style="list-style-type: none"> ▪ Certificate of Incorporation ▪ Copy of PAN Card ▪ Copy of GST Certificate with GST Number ▪ Copy of Power of Attorney |
| EC 2 | The bidder should have an experience of executing similar work as defined below: Minimum two (2) similar work ≥ Rs. 75 Lakhs For the purposes of evaluation of responses to this RFP, similar work shall mean assignments in India (can be within the past 7 years or ongoing engagements) | <ul style="list-style-type: none"> ▪ Copy of Work Order / Purchase Order |
| EC 3 | The Bidder should have minimum 15 employees on its payroll or associated with it through proper binding agreement. Minimum One Team Leader of qualification and experience. Minimum Two employees in Noise/ Air Quality Experts qualification and experience Minimum Two employees of MIS / Data Analyst qualifications and experience. Minimum One Employees as Trainer for Trainers of the requisite qualification and experience Minimum Five Support Team Staff belonging to environmental field of education | <ul style="list-style-type: none"> ▪ Self – Certification signed by the HR Department, on the company letter head / CVs. as per format provided in |
| EC 4 | The bidder should not have been blacklisted/ banned / debarred by any Government (State / Central) / Semi Government / Corporation / PSU in India in last 3 years for unsatisfactory past | <ul style="list-style-type: none"> ▪ Affidavit signed by the Authorized Signatory, on non-judicial stamp paper of Rs. 100/- |

| | | |
|-------------|---|--------------------|
| | performance, corrupt, fraudulent or any other unethical business practices | |
| EC 5 | Bidder should be profitable for the past 3 financial year ending March – 2022 | ▪ CA Certificate |
| EC 6 | The Bidder should have paid the Tender Fees & EMD by Online mode | ▪ Copy Of Receipts |

3.23 Technical Bid Evaluation – Scoring: The Bids qualifying through the Minimum Eligibility Criteria will be graded as per the criteriamentioned in the table below.

| Sr No | Criteria | Graded Marks | Max. Marks | Testimonial to be presented |
|-------|--|-----------------|--|--|
| 1 | Organization constitution | | | |
| i | Partnership | 5 | (15) | Certificate of Incorporation / Partnership deed etc. |
| ii | Private Limited | 10 | | |
| iii | Public Limited | 15 | | |
| 2 | Organization's Financial Capability | | | |
| A | (Average Turnover for FY 19-20, 20-21, 21-22) | | (5) | CA Certificate |
| I | A.T. > Rs. 8 Cr | 5 | | |
| II | A.T. ≤ Rs. 8 Cr but ≥ 6 Cr | 3 | | |
| III | A.T. ≤ Rs. 6 Cr but > 4 Cr | 1 | | |
| B | Qualification and Experience of Key Technical Resources (For details, pls refer Note and table below**) | | | |
| i | Team Leader | 5 | (20) | Declaration from HR department of Bidder on Letterhead |
| ii | Noise / Air Quality Expert | 5 | | |
| iii | MIS / Data Analyst | 5 | | |
| iv | Training of Trainer (TOT)** | 3 | | |
| v | Support Staff | 2 | | |
| | **Note: TOT marks - Bidder will get TOT marks if above mentioned any of the key professional has TOT certification | | | |
| 2 | Organization Certification | | (15) | Certificate Valid on the date of Bidding |
| i | ISO 9000 | 2 | | |
| ii | ISO 14001 | 3 | | |
| iii | Calibration set up for IEC 61672 In India | 5 | | MoU/Agreement with calibrating agency for Calibration of Sound Level Meter |
| iv | Certification for the instrument (IEC Part II/TUV / UL / CE) | 5 | Copy of certificate valid as on date of bidding, | |
| 3 | Past Performance (can be within the past 7 years or ongoing engagements) | | (30) | |
| a) | Order for supply, commissioning of Sound Level Meter having Order value ≥ 50 Lakhs | | | Work Orders/ Purchase Orders |
| i | To Govt organization (state / central / UT / urban local bodies / PSUs) | One Mark/ Order | 10 | |
| ii | To Private organizations | One Mark/ Order | 5 | |
| b) | Number of AMC orders having AMC ≥ 3 years | | | |
| i | from Govt organization (state / central / UT / urban local bodies / PSUs) | One Mark/ Order | 10 | |
| ii | from private organization | One Mark/ Order | 5 | |
| 4 | Presentation on methodology of executing the project | | (20) | Presentation by the Bidder |
| | TOTAL MARKS | | 100 | |

3.24 Commercial Bid Evaluation

1. The selection of successful Bidders will be done on Quality cum Cost Based Selection (QCBS) methodology. The methodology and respective weightages are mentioned in the Section 3.25 below.
2. The Bidders complying with the Eligibility Criteria mentioned in Section 3.21 and who have paid the Tender Fees and EMD Fees as specified in the RFP, shall be considered as "substantially responsive" bids.
3. The Commercial Bids will be opened on the prescribed date in the presence of bidder representatives or as decided by MPCB.
4. The bidders should necessarily give the commercial details in the format given in this RFP. The commercial proposals should be given in the prescribed format only and in accordance to the details, terms and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects).
5. In case the selected bidder does not quote for or provision for cost/expenses required to meet the requirements of the RFP, the selected bidder shall be solely responsible for those and shall provide them, without any additional cost to MPCB.
6. The bidder is expected to price all the items and services sought in the RFP and proposed in the Technical Proposal. In case a Bidder fails to mention the cost of a line item, the bidder will be disqualified from further evaluation. The Bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of its work and must cover the entire Contract Period.
7. The Commercial Bids of non-qualified Bidders shall be rejected and EMD shall be refunded only after work order is awarded against this tender to the Successful Bidder.
8. In the event that any successful bidder withdraws or is not ready for engagement for any reason, MPCB may invite the Bidder with the Bidder having the second best composite score.
9. MPCB may extend the validity of this contract based on the mutual consent with the successful Consultant.
10. The detailed roles and responsibilities of Selected Agency are mentioned in Scope of work.
11. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
12. MPCB does not guarantee that all line items from Commercial Format shall be utilized by MPCB. The actual line items used may be more or less. The payment shall be made for only those line items which are used based on unit cost quoted for the particular item on actual work is undertaken. MPCB can vary the quantity by $\pm 25\%$ during the tenure of the contract and the successful bidder will have to undertake the deliverables at the rates mentioned in the bid.
13. The Bidder needs to account for all expenses in the Financial Bid including transport, insurance, consumables, etc. along with out of Pocket expenses due to Boarding, Travelling, Lodging and other related items. MPCB shall not be liable to pay any additional cost apart from that mentioned in the Commercial Bid Format filled by the bidder and as specified in the RFP.
14. 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 Commercial 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 Technical Evaluation.

15. The bidder shall fill rates for all the line items. If rate for any item is not provided by the bidder or provided in format other than defined in this RFP, then MPCB reserves the right to reject the bid.
16. The rates specified by the Bidder in this RFP for all line items shall be valid for entire duration of contract.
17. The Commercial Proposal shall not contain any technical information.

3.25 Quality cum Cost based Selection Methodology for Evaluation of this RFP

The following methodology and weightages will be used for objective evaluation of each of the bids.

A. Technical Bid Evaluation

Based on the documentation submitted by each of the bids, the bids will be given a score out of Maximum 100. Each responsive Bid will be attributed a technical score denoted by symbol "S(t)". The technical score shall be out of a maximum of 100 marks.

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

After technical evaluation, MPCB will rank the bidders in descending order of their technical scores with the top ranked bidder having the highest technical score. If any bidder is found to be technically inadequate to the requirements of MPCB, i.e. if $S(t) < 70$, then that bidder's bid would be deemed non-responsive for further evaluation and would not be considered further in the bidding process.

If in case, after technical evaluation, only one bidder is found to be responsive & eligible, i.e. if the technical marks of only one bidder are more than or equal to **70**, the Board will decide an acceptable price band and open Price Bid of the only eligible bidder. If the price bid of the bidder falls within the price band specified by the Board, the bidder will be declared as the SUCCESSFUL BIDDER.

B. Financial Bid Evaluation

The price bids of only technically successful bidders whose technical Bids have been awarded 75 or more marks will be opened.

The evaluation will be carried out if Price bids are complete and computationally correct.

Lowest Price bid denoted by symbol "P (m)" will be allotted a Price score of 100 marks. The Price score of all the bidders will be denoted by the symbol "S (p)". The Price score of other bidders will be computed by measuring the respective weighted Price bids against the lowest bid i.e. P (m)

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

C. Computation of Composite score

The composite score is a weighted average of the Technical and Price Scores. The weightages of the Technical vis-à-vis the Price score is 0.70 of the Technical score and 0.30 of the Price score. The composite score (S) will be derived using following formula:

$$S = (S(t) * 0.70) + (S(p) * 0.30).$$

Thus the composite score shall be out of a maximum of 100 marks and will be computed up to TWO (2) decimal points.

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

D. Award Criteria

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

The Bidder having the highest Composite Score will be termed as the Successful Bidder.

In case, two or more bidders have the same composite scores, the Bidder with the highest technical score will be declared as the successful bidder. In case, two or more bidders have the same composite scores & technical scores, MPCB will decide further criteria of evaluation, which will be binding on all bidders to accept without contest.

3.26 RFP Selection Process

1. MPCB through this Request for Proposal (RFP) intends to get quote only from reputed technically qualified bidders.
2. All the bidders will be assessed against the Eligibility criteria mentioned in Section 3.21
3. The financial offer of the bidders fulfilling the Eligibility criteria shall be opened for further evaluation. Bidders are also requested to submit their financial quotation in the format provided in the RFP.
4. In case of discrepancies between rates quoted in amounts and in words by the bidder, the lower of the two will prevail and will be used to determine the Successful Bidders as per criteria provided in the RFP.
5. If any information provided by the Bidder is found to be inaccurate at any stage of the RFP process, MPCB may, at its discretion, reject the offer and no correspondence will be entertained in this regard. Submission of wrong and / or false information may also disqualify the Bidder from any future work from MPCB.
6. MPCB reserves the right to negotiate with the Successful Bidders as per CVC guidelines or any equivalent norms. If the negotiation becomes unsuccessful then MPCB may negotiate with the next qualified bidder.

3.27 Bid Validity

1. The offer/proposals submitted by the Bidders shall be valid for a minimum period of 180 days after the date of bid submission prescribed by the department.
2. In exceptional circumstances, prior to the expiration of the bid validity period, the department

may request bidders to extend the period of validity of their bids.

3. The request and the responses shall be made in writing. In event of such extension, department shall request Bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.
4. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid.
5. If the date up to which the bid is to remain valid happens to be a holiday for the department, the bid shall automatically remain valid up to the next working day.

3.28 Price and Information

1. The bidder shall quote for this project as per the requirements of the RFP and in the format mentioned in Section 6.2.
2. All the prices will be in Indian Rupees.
3. The bidder should quote the fee considering all costs including the costs for insurance for the Contract Period, travel / stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the Contract. The bidders should study the Scope of Work as per Section 4 to understand all the associated costs of the project.
4. The bidder should indicate the GST currently applicable and the same will be reimbursed at actuals as applicable from time to time.
5. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
6. All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

3.29 Payment Terms

The following payment terms will be offered to the Successful Bidders upon completing the necessary formalities and rendering deliverables as mentioned in Section 4 (Scope of Work).

1. Within 15 days of MPCB issuing the LoI / LoA / Work Order, the Successful Bidder, at its cost, charges and expenses will submit a PBG for an amount equivalent to 10% of the value of the contract in favour of MPCB. The PBG shall be in the form of a guarantee/s of a Nationalised Bank acceptable to MPCB and shall be valid for FIFTEEN (15) months from the date of LoA / Work Order / Contract OR THREE (3) months after end of the project, whichever is later.
2. The Board will release the payment in a phased manner, based on the timely completion of the Milestones achieved by the Successful Bidder. The Milestones and corresponding payment schedule is mentioned in the table below.
3. All the payments at each stage will be made after deducting penalties for the stage, if applicable. The penalties applicable at various stages are mentioned in Section 3.30

| Sr. No. | Target, Milestone, or Reporting Deliverable | Percentage of Total Order / Contract value to be released. in INR |
|---------|---|---|
| 1 | on successful installation and commissioning of All Noise Monitoring Stations at Site | 80% |
| 2 | after successful completion of training to the Officials. | 10% |
| 3 | after successful completion of the warranty period or on submission of bank guarantee equivalent to 10% till warranty period. | 10% |

4. All payments will be made vide a crossed cheque payable in Mumbai, within 30 days of submission of invoice, after deducting applicable TDS, if any.

3.30 Penalties

It is expected that the Successful Bidder will complete all the deliverables as per the given timelines and as per the expected and defined performance norms. In case there are any defaults / delays from the Successful Bidder during the various phases of execution, MPCB will levy penalties. The same will be recovered from the next stage payment or in the extreme case, by invoking the Performance Bank Guarantee.

In case of any delays on part of the Successful Bidder during the execution period, a penalty of 0.5% of total contract value will be levied on the Successful Bidder and the same will be recovered from the next stage payment due. The overall penalty will be capped at 10% of the order value and in case the delays are more, MPCB can terminate the contract. In such case MPCB reserves the right to invoke the Bank Guarantee citing non-performance as a reason.

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.

3.31 Indemnification

The bidder, if selected as Successful Bidder, will agree and undertake that, during the Term of the Contract, it shall indemnify and keep indemnified and otherwise save harmless, MPCB from any third party suits instituted against MPCB which are proved to be because of a direct consequence of the installation and / or use of equipment & services provided by the successful bidder. The Successful Bidder shall indemnify MPCB against all losses and claims in respect of death or injury to any of their personnel, which may arise out of or in consequence of the execution of the project and remedying of any defects therein, and against all claims, proceedings, damages, costs whatsoever in respect thereof or in relation thereto.

3.32 Signature

1. A representative of the bidder with a valid Power of Attorney from the Bidding organisation, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document.

2. All obligations committed by such signatories must be fulfilled.

3.33 Conditions under which RFP is issued.

1. This RFP is not an offer and is issued with no commitment. MPCB reserves the right to withdraw the RFP and change or vary any part thereof, at any stage. MPCB also reserves the right to disqualify any bidder should it be so necessary at any stage.
2. Timing and sequence of events resulting from this RFP shall ultimately be determined by MPCB.
3. No verbal conversations or agreements with any official, agent, or employee of MPCB shall affect or modify any terms of this RFP and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of MPCB shall be superseded by the definitive agreement that results from this RFP process. Verbal communications by MPCB to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than MPCB.
4. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MPCB or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
5. Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of MPCB to leave the department or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of MPCB.

3.34 Right to the content of Proposal

1. All proposals and accompanying documentation of the Technical Proposal will become the property of MPCB and will not be returned after opening of the Technical Proposals.
2. MPCB is not restricted in its rights, to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders.
3. MPCB shall not be bound by any language in the proposal indicating the confidentiality of the proposal, or any other restriction on its use or disclosure.

3.35 Non-Conforming Proposal

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

1. It does not comply with the requirements of this RFP.
2. It does not follow the format requested in this RFP or does not appear to address the requirements as specified by the directorate.

3.36 Correction of errors

1. The bidder is advised to take adequate care while quoting the rates. No excuse for corrections in the quoted rate will be entertained afterwards.
2. The corrections or overwriting in bid document should be initialled by person signing the Bid form.

3.37 Corrections to Arithmetic errors

1. In case of discrepancies between Commercial Bid calculated by the bidder in numbers and words, the lower of the two will prevail and will be used to determine the Successful bidders

as per criteria provided in RFP.

2. Bidders shall accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

3.38 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. Technical Proposal contains details related to cost.
3. The bidder qualifies the bid with its own conditions.
4. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
5. Bid is received in incomplete form and / or received after due date and time.
6. Bid is not accompanied by all requisite supporting documents.
7. Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
8. Non - fulfilment of any condition / term by bidder.

3.39 Acknowledgement of Understanding

By submitting the proposal, each bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, scope of work, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

3.40 Site visit by Bidder

1. The bidder may visit the relevant Section(s) / Departments at MPCB at any time to be agreed with MPCB and obtain for itself on his own responsibility all information related to any specific process.
2. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing.
3. The cost of such visits to the site(s) shall be at the bidder's own expense.

3.41 Award Criteria

Post the evaluation process indicated in Section above, MPCB will award the Contract to the Selected Agency as defined in this RFP Section 3.25.

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

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

3.43 Letter of Intent / Letter of Award

1. Prior to the expiration of the period of bid validity, MPCB will notify the Successful Bidder(s) in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted.
2. The Letter of Intent will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, MPCB will promptly notify each unsuccessful bidder(s).

3.44 Signing of Contract

MPCB shall notify the Successful Bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with MPCB within the time frame mentioned in the Letter of acceptance to be issued to the Successful Bidder by MPCB.

3.45 Term of Contract Agreement

1. The term of this Contract shall be a period of the period of (6) months from the date of issue of Letter of Award / Work Order / Contract, extension will be subjected to the mutual consent of both the parties and on the basis of the performance of the bidder.
2. In case MPCB is not satisfied with the performance of the selected agency, MPCB reserves the right to terminate the contract with such agency.

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

Failure of the Successful Bidder(s) to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event MPCB may invite the next best bidder for negotiations or may call for fresh RFP.

3.47 Non-Disclosure Agreement (NDA)

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

3.48 Performance Bank Guarantee (PBG)

1. Performance Bank Guarantee is governed for supplies and services as follows:
 - a. The bidder shall carry out the supply and services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidder on payment of Performance Bank Guarantee in the form of a Bank Guarantee.
2. The selected bidder shall deposit the Performance Security as follows:
 - a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised Bank, of value and valid for FIFTEEN (15) months from the date of LoA / Work Order / Contract OR SIX (6) months after end of the project, whichever is later, as defined this tender document.
 - b. The Performance Bank Guarantee should be furnished within 15 Working Days from the date of issue of Letter of Intent / Award OR Work Order OR CONTRACT.
 - c. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - a. Any amount imposed as a fine by MPCB for irregularities Committed by the bidder.
 - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - c. Any payment/fine made under the order/judgment of any court/consumer forum or law

enforcing agency or any person working on his behalf.

d. Any other outstanding amount.

4. Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.

3.49 Right to Vary the Scope of Work at the time of Award

1. MPCB reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement.
2. If any such change causes an increase or decrease in the total value of contract, or the time required for the Bidder's performance of any part of the work under the resultant Agreement, whether changed or not changed by the order, it shall be based on the unit prices quoted by the Bidder or on pro-rata basis. Based on the revised scope, payment shall be calculated based on unit prices OR the pro-rata basis in proportion of the efforts already made and MPCB shall be liable to pay only the revised amount, irrespective of the Total Cost mentioned in the Contract.
3. Payment to the Successful Bidder shall be made as per the schedule given on the basis of the actual completion of scope of work and deliverables by the Successful Bidder to MPCB's satisfaction.
4. The decision of MPCB shall be final and binding upon the Successful Bidder.

3.50 Governing Laws

The contract shall be governed by the laws and procedures established by Govt. of India and Government of Maharashtra, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any disputes will be subject to the Courts in Jurisdiction of Mumbai

Section II: Scope of Work

4. Scope of Work

4.1 Detailed Scope of Work

MPCB has planned to establish the Real Time Ambient Noise Monitoring Network with 36 stations with 4G/5G modem for transmission of data to the central receiving station. The Noise Monitoring Stations shall provide real time data through 4G/5G network at scheduled interval and as and when requested by the users. Each Noise Monitoring Station should be connected and capable of transmitting data to Empaneled Cloud Server of MEITY and also provide data sharing to State Pollution Control Boards / Central Pollution Control Board through Cloud Server. Basic Network Architecture and Layout is shown in Annexures. The Noise monitoring stations shall provide SMS alarms notification to the Central receiving station to warn about overpassed alarm user predefined thresholds as well as for internal system self-diagnosis report.

4.2 TECHNICAL SPECIFICATIONS OF REMOTE STATION

The Remote Station for Ambient Noise Monitoring Network should have a standalone operating terminal, appropriate for outdoor installation for continuous measurement of ambient noise. Microphone connected to an advanced acoustic signal processing unit, complete with an electronic measurement and processed-data storage, provided as well with an integrated 4G/5G Noise Monitoring Terminal. The remote station should allow the connection of other meteorological sensors whose measurements can contain interesting correlations with Noise Levels (e.g. pollution, cars counters, wind sensors, etc.).

4.2.1 General Specifications of Noise Monitoring Terminal (NMT) :

NMT consists of a weatherproof cabinet containing a noise level analyzer a communication device for transmitting data to receiving station, a back plate and an outdoor microphone, all of which can be mounted on a mast.

| | | | |
|--------|-----------------------------|---|--|
| (i) | Standards | : | IEC 61672-1 (2013) Class 1, Class 1 type for Omni directional |
| (ii) | Power Supply | : | 230v AC \pm 10%Power back up should provide complete power autonomy to the field stations with telemetry enabled for minimum 10 days without charging the internal battery or either by Solar panel or by power supply. Complete power budget calculation to be provided with the technical bid to support the uninterrupted power supply. |
| (iii) | Time weighting | : | Fast, Slow, Impulse and Peak IEC 61672-1 (2013) |
| (iv) | Frequency /weighting | : | A and C |
| (v) | Dynamic Span | : | 120 dB or more(20-140 dB) |
| (vi) | Noise floor | : | <20(A) dB |
| (vii) | Memory | : | Storage of all the above measured and stored data for at least 1 month at 1-second acquisition rate |
| (viii) | Calibration | : | Automatic Calibration |
| (ix) | Resolution | : | 0.1 dB (A) |
| (x) | Display | : | Auto brightness, alpha numeric, display High viewing angle, high brightness display. |
| (xi) | Operating Temperature Range | : | -10 0C to +500C |

| | | | |
|---------|---|---|---|
| (xii) | Humidity Range for external devices | : | 100% condensing |
| (xiii) | Humidity range for internal devices | : | 95 % RH Non - Condensing |
| (xiv) | Communication ports | : | RS232, USB, Ethernet/TCP/IP or better |
| (xv) | Sampling Rate | : | Short Leq time history user selectable from 125ms, 1 second or 2 second etc. Leq, Lmax, Lmin and Ln periods adjustable between 1 minute and 1 hour. |
| (xvi) | Measured and Stored data | : | (1) Leq, Lmax, Lmin, Lpeak, L10, L50 & L90 . (2) Short time Leq with Measured time and date. (3) 1/1, 1/3 Octaves |
| (xvii) | Number of Input Channels | : | 02 |
| (xviii) | Communication mode with central receiving station/ server | : | 4G/5G, internet connectivity, mobile connectivity or better. |
| (xix) | Programmability | : | Fully Programmable. All functions must be programmable from remote access or direct from the instrument. |
| (xx) | Diagnostic | : | Self-diagnostic feature should be available. |
| (xxi) | Essential functions | : | Time Synchronization with central receiving station/ server. |
| (xxii) | Remote Access | : | Web interface with Web monitoring feature |
| (xxiii) | Remote Calibration | : | Remote calibration from Central Station |

* Class I Type international certification with Horizontal and Vertical reference direction either from LNE, PTB, METAS, CEM or BEV

4.2.2 Specification for Enclosure for Remote Stations:

| | |
|-----------------------|--|
| A. Remote Stations: - | |
| Weatherproof cabinet | Weatherproof enclosure with IP-66 protection suitable for mounting on mast. |
| Security | Should be supported/equipped with standard sensors to check the unauthorized intrusion and have ability to produce telecommunication alarm if the enclosure has been opened. |
| Mast | Length of Lattice mast should be 4 meter and to be mounted in a concrete base. The material of the mast should be galvanized and non-corrosive. |
| Cabling | All cables are armored and protected by conduits |
| Flexible | There should be provision of adopting/ installing standard interfaces. |
| B. UPS Enclosure: | Weatherproof enclosure protection suitable for housing of Electric connection, UPS and batteries (6 hrs backup) |

Note: All the installation and mounting accessories bolts should be of stainless steel to avoid corrosion.

4.2.3 Specification for Outdoor Microphone:

| | |
|------------------------------------|--|
| Standards | IEC 61672-1: 2013 Class1, Class 1 type for Omni directional |
| Microphone Type | Permanent Outdoor Microphone based on External polarized capsule (for better Temperature and Humidity performance) |
| Operating Temp | -10°C to + 50°C |
| Humidity Range external components | 100% RH (Condensing) |
| Humidity Range internal components | 95% RH (non - condensing) |
| Range | 20- 140 dB (SPL) |
| Frequency response | IEC 61672 Class 1 (2013) |
| Output connector | Compatible with NMT |
| Pole adapter | Suitable for instrument monitoring |
| Accessories Required | Bird spike, wind screen, Protected Extension cable |

4.3 Specification of Hardware and software for Central Receiving Station

4.3.1 Data processing Workstation PC -01 No

Workstation will be used for data abstraction, visualization from Cloud. Specification for works station is mentioned below:

| | | |
|---|---|--|
| Make/Company | : | HP/Dell/Lenova Desktop PC |
| Operating System | : | Windows 10 professional or better at the time of delivery. |
| Hard disk capacity | : | 2 X 1 TB or more |
| RAM | : | 8 GB or more |
| Processor | : | 5th Generation Intel® core I7- 2600s |
| processor (2.8 hz) or better | : | |
| processor (4M cache, up to 3.0 GHz , TPM) or better | : | |
| Display | : | 25.0" |
| Accessories | : | Mouse, Bag etc. |

Workstation shall be equipped with all accessories like mouse, keyboard, 25" screen, DVD reader/writer, internal audio, External O/P ports, graphic card and any other accessories.

4.3.2 Specification of Software for Central Receiving Station

The software and monitoring system should be on cloud-based system enlisted / empanelled by Ministry of Electronic and Information Technology. It can be operated using a standard web browser on local and remote PC. The user interface should be intuitive and easy to use. Provision of Disaster Recovery (DR) site also be considered. Data sharing of mobile stations to MPCBs should be using either web serviced or FTP.

The software should support an Internet browser application and support the following:

- Easy to learn and efficient to use
- Map display of NMTs and noise data
- Simple method to select, sort and analyse data

- Easy ad hoc and complex query support and flexible reporting
- Microsoft Excel and Word templates
- Easy export in a variety of formats
- Screen capture to clipboards and simple incorporation in to reports and templates.
- Workflow interaction to improve work efficiency
- Integration of other environmental sensors such as air quality, water, weather and odour
- The system shall be capable of keeping data on the system and accessible for up to five years.
- A Data backup service should be available.
- The software shall be capable of automatically preparing the reports for the previous day, week, month, quarter and year, and make them available for download and presentation in an Excel spreadsheet.
- The software must be able to integrate the old noise monitoring system and support new noise monitoring terminals.

Software Management:

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

Hand on Operations

The following parameters of stations must be configurable for each station.

- Allow the Setting of Date/Time of the station.
- Real time data request from each channel (in table and graphs).
- Downloading of data stored in the station
- Downloading the station's configuration of PC
- Downloading of PC's configuration to the stations
- Channel calibration settings
- Alarm trigger user settings for each station

Data Analysis

- Data enquiry over several days
- Comparison of readings between stations
- Daily statistics enquiry
- Strip charts of the daily statistics.
- Comparison between the daily statistics of various stations

- Comparison between parameters from the same station or from different stations

Visualization of Data

- Enquiry of data in Table Form
- Enquiry of data in graph form
- Temporary graphs composition window

Additional Features

- Printing of various reports and graphs.
- Zoom in and Zoom out facility with automatic graph scale Resizing
- Stakeholder engagement portal
- Stakeholder App for mobile
- Registers all the events like Information messages, error messages.
- Information of the communications resources used by the PC at that moment
- Exportation of readings to MS-Access or to text files (.txt), MS-EXCEL and XML.
- Creating monitoring environments with “gauges” displaying real time values.
- Configuring maximum and minimum thresholds and sending alarms by e-mail or SMS if data exceeds them or in case of failure or delay of data from any station.
- Customizing maps with icons representing the selected stations. Icons should change their color if there is an alert in a station.
- Creating, enquiring and displaying on graphs new variables using configured parameters and operators (+, -, *, /, AND, OR, sqr, sin, cos, max, pow, etc.).

Regular updates of software shall be provided on half yearly basis. Software shall be modified as per our requirement and it must include basic and advance statistical tools for data analysis and report generation for managing the huge database.

4.4 Web Enabled Software for data distribution.

The Web Software Platform must be able for web posting of the data available on the Cloud system, in such a way that all authorized persons with an internet connection would have the possibility to access to the information of all the noise monitoring terminals. The user can customize the way to display the noise parameters. The user can play the role as administrator and define other users access rights. The Web Enabled Software must have following features:

- 1) Only authorized users can access the web enabled data
- 2) The format for administrator for issue of user id and password should be provided.
- 3) The authorized user should have access to current data and historical data.
- 4) User should have provision for full graphical plotting of the time series of the data and comparison of data from historical data of the station.

- 5) Graphical and GIS based visualization of all the Noise monitoring terminal. The GIS services to show the maps should be on open source like QGIS etc.
- 6) In graphical representation should have full attributes, which should be displayed by positioning cursor on the map.
- 7) The selected station by clicking on the map must show the geographical information and status of the stations, for example Name of station, Station ID, Latitude, Longitude, Height (msl) etc.
- 8) On selecting a station, the complete menu of the data should be displayed.
- 9) Data can be selected both in Tabular and graphical format
- 10) The graphical display for all noise parameters should be available
- 11) The graphical plot of noise data analysis like Peak Noise, average noise etc. are available for the user.
- 12) The authorized users can download noise data in PDF and Excel format.
- 13) User should have provision for full graphical plotting of the time series of the data and comparison of data from historical data of the station.
- 14) Graphical and GIS based visualization of all the Noise monitoring terminal
- 15) Image superposition on a map or on an imported noise map
- 16) The selected station by clicking on the map must show the geographical information and status of the stations, for example Name of station, Station ID, Latitude, Longitude, Height etc.
- 17) Automated reports about user-selected periods (day, week, month, year, etc.) in word, pdf and jpg format.
- 20) Limited display of data in MPCB website for public domain as per format.
- 21) The new monitoring system must be able to integrate data from Phase 1 & 2 legacy system and display in real time
- 22) The software should have provision for integrating third party sensors, such as weather, air quality and other environmental data into the system.

The new system must be compatible and seamlessly integrated with the existing Web server, central and remote stations without any modification of existing system.

4.5 Back facility: The vendor is responsible for all support and backup during the contractual period.

4.6 Calibrator: Specifications for External Acoustic Calibrator

STANDARDS EN/IEC 60942 (2003), Class 1

Sound pressure level: Nominal: Dual range 94 dB and 114 dB/single range

Frequency : 1000 Hz

Power : Battery operated

Carry and storage case to be provided

Adaptor : suitable adaptor for microphone (as quoted by vendor).

- I. The list of Instruments/ equipment's, their approximate quantity and point of delivery is given at Annexures and the detailed specification of the instruments are given in the tender document. The quantity mentioned in the tender document may be increased or decreased at the discretion of the Competent Authority in the State Board without assigning any reason.
- II. The seller/Indian representative should quote a price for delivery of items at the respective site. MPCB will provide concessional custom duty exemption certificate to local representative of the seller for the foreign manufactured items consigned to MPCB. The seller will have responsibility of clearance of goods from custom after paying the mandatory custom duty and completing all necessary formalities for custom clearance. After custom clearance, the seller will transport the goods to all the designated sites as per details provided in ANNEXURES. All the charges should be included in the price bid. The seller/local representative will have full responsibility to transport the system to respective 36 sites as mentioned in Annexures. All the local taxes and duties will be paid by the bidder.
- III. The transportation charge for the goods should be quoted separately. Concessional Custom Duty & Excise Duty exemption certificate will be provided by MPCB. However, Road permit & all other taxes as applicable will be paid by bidder and that will be reimbursed as per actual by the purchaser on production of original document which will be paid after successful installation. Insurance of the instrument should be arranged by the bidder upto MPCB stores and further to respective sites.
- IV. Recurring charges of all remote stations per year should be quoted in the price proposal. The cost of recurring charges for the first year will be added to calculate the lowest bidder.
- V. Cost for recurring charges will be paid on yearly basis at the end of every year after the satisfactory performance of the stations.
- VI. The bidders must indicate the following information in the technical bid as well as price Bid separately for each instruments /equipment quoted offered:
 - a) Country of Origin
 - b) Port of Shipment
 - c) Name & Address of beneficiary Bank, Branch Name with Account No., IBAN & Swift code
 - d) The minimum delivery period shall be 90 days.
 - e) Whether transshipment /partner shipment is required or not.

- VII. Agency commission, if any payable to the Indian Agent, their complete address, telephone & Fax number. The amount of agency commission should be clearly mentioned and it will be paid to authorized local agent in Indian Rupees.
- VIII. Bidder shall intimate the buyer regarding the date of shipment well in advance. A copy of the invoice documents, air way bill, packing list, certificate of country of origin may be forwarded to the purchaser by fax/ E-mail immediately after shipment so that concessional custom duty exemption certificate can be issued in time to avoid demurrage charge.
- IX. The instruments are to be dispatched to the respective places directly and to be installed there, by the supplier under intimation to, MPCB Office at Sion, Mumbai – 22. The packing, forwarding, charges must be quoted according to the place of delivery as mentioned in the schedule. The Supplier shall be liable for any damage, theft or loss during the transit. Single Performa Invoice need to be submitted for all instrument/items.
- X. If the instrument supplied is found defective/unsatisfactory condition/short supply/other than specifications in the Purchase Order, the same will have to be replaced at the supplier's risk and cost. No freight and other charges for replacement will be paid by the Board.

4.7 WARRANTY AND MAINTENANCE

- a) The manufacturer should provide a comprehensive warranty of at least three years (first year free warranty + two years extended warranty) after commissioning of the system in the field. The manufacturer should take on the work of servicing and routine maintenance of field equipment once in a month. Response time for rectifications of faults in the field Remote station equipment's should not be more than 48 hours.
- b) The warranty/guarantee of the instrument/equipment should be inclusive of 1-year onsite warranty. Additional charges for 2-year onsite warranty should be mentioned in the price proposal. CAMC proposal for 05 years after the expiry of 3 year of warranty should be mentioned in the price proposal as AMC charges.
- c) Total cost of 05-year additional warranty and AMC charges for 4th to 8th year will be added to calculate lowest bidder.

4.8 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)

- a) Vendor must quote for the CAMC separately. Vendor will be responsible for the communication of data generated from remote station to central receiving station and other nodes during warranty and CAMC period. Bidder will be responsible for operation and maintenance of the instrument therefore, Bidder must quote for CAMC for 05 years along with their offer which will start after expiry of 3 years of warranty.

4.9 TRAINING TO MPCBs OFFICIALS

Training will be conducted in two phases:

- a) Familiarization programme under which officials of CPCB / MPCBs will be given in depth training for 5 working days at OEM works. Air travel, boarding, lodging and per diem will be borne by successful supplier at (OEM) works. The bidder should submit the day wise training schedule and the subjects which will be covered under this training.
- b) The manufacturer / supplier should provide in-depth training for 3 working days for all the sites which include 1-day in-house training on handling of software and 2 days in field training on hardware and software to MPCB. The training should cover installations details including operation and maintenance of the system and about all software aspects in respect of Remote & Central Receiving stations. This training will be conducted in Mumbai for all the locations.

4.10 RESIDENT ENGINEER /SERVICES – OPTIONAL

Bidder should quote for the 02 Resident Engineer and their services which will be responsible for all technical & other support like maintenance of instrument, data communication and report generation at Head Office, MPCB.

4.11 CALIBRATIONS

- a) Authorised, Independent and Accredited Lab Calibration: Class I Type international certification with Horizontal and Vertical reference direction either from LNE, PTB, METAS, CEM or BEV.
- b) **Internal Self calibration:** The system should perform calibration test to check the whole noise measurement system by means of generating remotely a well known signal at microphone and proper operation of each unit. For this purpose the outdoor microphone should be equipped with a built in electrostatic actuator which should stimulate a pre-defined noise level on the diaphragm of the microphone. This should be automatically used to check the calibration of the sensor and the result should be displayed for each site. This check should be repeated on daily basis to assure the quality data.
- c) **External acoustic calibrator:** The vendor should also carried calibration with an external acoustic calibrator of dual range on quarterly basis.

4.12 COMPLIANCE / NON-COMPLIANCE STATEMENT

The tenderer shall submit a detailed item-wise compliance / non-compliance statement referring para-wise to the requirements given in this document, for precise evaluation of tender and for any future reference. The compliance statement shall be supported by original brochure(s) of the equipment or sub component from the manufacturer. In case the original brochure is silent on any part of tender specification, it shall be supported by an undertaking by the manufacturer, if claims complied. The technical specifications and other requirements contained in this document are essentially required by the indenter. However, reasons for non-compliance, if any, for certain limited paras, or even sub-paras of the document may also be given by the tenderer. Silence on any part of the commercial or technical specification or failure / omission to provide any such details will be treated as non-compliance. All non-compliance of specifications, even of minor deviations should be clearly brought out.

4.13 RELIABILITY

In general, it is desired that sensors should be capable of operating for 08 years without physical technical intervention. Sensors and Data logger system should have built-in performance checks and indicators which should be utilized whenever possible.

4.14 SPARES AND CONSUMABLES

To assure the maximum uptime during warranty and CAMC, the vendor should keep the inventory of the spares to the tune of minimum 10% of the equipment supplied. MPCB would have the right to audit the inventory of spares at any given time during the tenure of the contract in the good condition and performance of the system.

4.15 INSTALLATION, SYSTEM INTEGRATION AND COMMISSIONING

- a) All the equipments shall be installed and brought into suitable conditions for operation by the supplier at the sites designated by the Board within period of 90 days from date of LoA. The supplier shall make all the necessary and proper adjustments and arrangements, including the utility supplies and connections, foundation and erection (including fencing against possible damage of any animal/creatures) works in order to install the Equipment in adequate conditions for operation.
- b) Only the best installation practices are to be applied, and all the installation works must be done to the satisfaction of the Board and the supplier shall carry the works in a perfect and qualitative works man aptitude. The installation shall be planned and systematic, carry out in such a way so as not to damage installation materials and the Equipments.

- c) All the installation Equipments, tools, materials, labour, logistics and all the other requirements for installation shall be provided by the Supplier.
- d) Bidder shall depute Engineer /supervisor for onsite assembly, installation, commissioning and startup of the supplied equipment. Bidder should offer the complete system with complete turnkey implementation including installation, testing and commissioning to the satisfaction of MPCB officers. The equipment will be installed at MPCB's identified sites. The civil work will depend upon the requirement of the site. Height of Mast should be 4 (four) meters and should be triangular lattice mast as per the field layout drawing. The mast and the installation accessories should be galvanized or should be of stainless steel for external installations.

4.16 INSPECTION AND TEST

- a) The Board shall have the right to inspect and to test the Equipment to confirm their conformity to the Specifications without any extra charge to the Board by the Supplier. The Supplier shall notify the Board in writing, in a timely manner, of the schedule of inspection and test.
- b) The supplier shall carry out the performance test to inspect and witness the function of each of the equipment supplied under the awarded package at site. In case the Equipment for performance test requires the supplemental and/or supporting Equipment, the supplier shall carry out the performance test including such Equipment. The supplier shall submit the performance test report to the Board.

4.17 Identification of system and Sub system

The supplier shall affix the name plate with following description in English on all the Equipment:

- a) Name of the Equipment
- b) Manufacturing date
- c) Production serial number
- d) Equipment model no.
- e) Name of the manufacturer

4.18 PACKING & SHIPMENT

- a) **Transportation by air cargo**

The supplier shall pack and transport the equipment in the double carton, approved by airline and deliver separately to the designated Site in complete packed condition.

b) Shipment

The supplier shall be responsible for the delivery of the equipment to each site designated by the Board and for the coverage of air cargo charges, freight, and insurance premiums up to handle over the Equipment at sites, inland transportation and temporary storage etc.

c) Notification and Submission of Documents Upon shipment, the supplier shall notify the Board:

- 1) Contract Number
- 2) Description and quantity of the Equipment
- 3) Name of the air cargo
- 4) Number and date of bill of landing and airway bill
- 5) Date of shipment, port of discharge, expected date of departure and expected date of arrival
- 6) Invoice amount of shipment

d) Inland Transportation

The Supplier shall be fully responsible for the delivery of all the equipment to the Sites. The Supplier shall arrange at his option and cost of transportation from the port of entry to each site for the equipment of foreign origin.

e) Handling and Storage

The supplier shall protect the Equipment from any damage and avoid overloading. Particular attention shall be given to the perishable Equipment and those which must be kept dry, cool or from exposure to direct sunshine and moisture. In case a part of the Board's facilities is necessary to be occupied by the Supplier for temporary storage or installation use, the Supplier shall obtain the written approval from the Board for temporary occupation and protect facilities against any damages. Charges Payable for this facility to the Board for this shall be fixed by the Board.

f) The supplier shall mail the following documents to the Board.

Equipment of Foreign Origin:

- 1) Copies of the supplier's invoice showing the Equipment's description, quantity, unit price and total amount.
- 2) Six(6) copies of bill of lading and airway bill marked "freight prepaid". A second copy of the bill of lading with air-way bill marked "freight prepaid" originally signed by the shipper should be provided by the supplier directly to the Board immediately after shipment.

- 3) Copies of the packing list identifying contents of each package.
- 4) Insurance certificate.
- 5) Supplier's and/or Manufacturer's warranty certificate
- 6) Certificate of country of origin.

The above documents shall be received by the Board at least one week before arrival of the Equipment at the port or place of arrival for issue of concessional exemption certificate and if not received, the Supplier will be responsible for any consequent expenses.

4.19 Contract Performance Security

- a) The supplier within seven (7) days from the date of notification of award shall furnish a Bank Guarantee from a reputed Indian or Foreign Commercial bank having license to do business in India to the Board towards performance guarantee for an amount equal to ten (10) percent of the total Price under the contract for faithful and due fulfilment by the Supplier of all obligations under the terms and conditions of the Contract. The bank guarantee should remain valid till the commissioning of the project.
- b) Return of Contract Performance Security The performance security will be discharged by the Board and returned to the Supplier not later than 60 days after successful commissioning and acceptance of the project.

4.20 DELIVERY OF EQUIPMENTS

- a) The complete delivery must be completed within 2 months of placement of order/acceptance and Installation and commissioning shall be completed within 90 days from date of LoA.

4.21 LIQUIDATED DAMAGES

- a. If the Supplier fails to perform the works within the period, the Board shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage as mentioned in following point no. b & c. Once the maximum is reached, the Board may consider termination of the Contract pursuant to clause 4.23 of document.
- b. The supplier shall pay to the Board as liquidated damage a sum equivalent to one (1) percent of the unit price in the Contract Price for each of the equipment undelivered per week delayed.
- c. Maximum Deduction: The total liquidated damages payable to the Board shall not in any case exceed Ten (10) percent of the contract price.

4.22 Suspension Of Work

The Supplier shall not suspend the whole or any part of the Works without notice to the Board in writing. The Supplier thereupon shall do all possible endeavors to reduce any expenses or costs resulting from the suspension. Such suspension shall not nullify the contract.

4.23 TERMINATION FOR DEFAULT

Termination for Default: The Board, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- 1) If the Supplier fails to perform any or all of the Works within the period or extension thereof granted by the Board pursuant to the tender document.
Or
- 2) If the supplier fails to perform any other obligations under the contract.

4.24 Remote Display Specifications:

- 1 Day light & night visible data (Color) display system consists of size 2 X 6 feet, 16 mm (+/- 0.5 mm) pixel pitch, 3500m2 minimum pixel Density having Visibility Range 50 Meters (Day time) with Brightness 8500 NIT or higher. Video processing 24 bit Video processing, 100 % Digital, Scan rate and refresh frequency Scan Ratio 1:1 and with minimum 20000 hz refresh frequency
- 2 Display Mounting Structure based upon location Uni Pole or hanging.
- 3 Power Cable Laying Depending upon location, cabling is to be done by the firm.
- 4 Device at station to pick up data and transmit it to LED Display data connectivity device with GSM SIM has to be installed nearby LED board which will pick up data from station through Internet. LED to be placed away from through Internet.
- 5 Certification CE, UL/ULC listed, IP Rating Display Module IP67, Cabinet IP 65

Annexures

| Document No. | Description |
|-------------------|------------------------------------|
| Annexure 1 | Documents for Eligibility Criteria |
| Annexure 2 | Documents for Financial Proposal |
| Annexure 3 | Other Documents/Formats |
| Annexure 4 | Draft Conditions of Contract |
| Annexure 5 | Details about e-Tendering process |
| Annexure 6 | Other Terms & conditions |

5. Annexure -1: Documents for Eligibility Criteria

| Document No. | Description | Submitted (Yes/No) | Pg No. |
|--------------|---|--------------------|--------|
| Document 1 | Format for Bid Submission Covering Letter | | |
| Document 2 | Format for Bidder Details | | |
| Document 3 | Certificate of Incorporation / Partnership Deed | | |
| Document 4 | Copy of PAN Card | | |
| Document 5 | Copy of GST Certificate with GST Number | | |
| Document 6 | Power of Attorney in the name of Signatory | | |
| Document 7 | Format for CA Letter about Profitability | | |
| Document 8 | Format for Proposed resource deployment | | |
| Document 9 | Format for Declaration from HR department | | |
| Document 10 | Format Proforma for Performance Statement For Bidder | | |
| Document 11 | Format for Non-Blacklisting | | |
| Document 12 | Copy of Online Tender Fee payment receipt | | |
| Document 13 | Copy of Online EMD Payment acknowledgement from Maharashtra e-Tender portal | | |
| Document 14 | Technical Proposal comprising of Company profile, Capabilities, Strengths Proposed Delivery / Execution methodology | | |
| Document 15 | Any Other Documents specified in this Tender | | |

*** Bidders are to consider this document as a Checklist and Index. The same should be included as a part of Technical Bid**

5.1 Format for Bid Submission Covering Letter

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

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-

RFP Reference No:

Dear Sir,

We, the undersigned bidders, having read and examined in detail all the bidding documents for <<Name of the RFP>>, do hereby propose to provide our services as specified in the RFP.

We attach hereto our responses to the requirements and commercial proposals as 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, Govt. of Maharashtra 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 department in its shortlisting process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of bid validity as defined in this RFP. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the RFP. We also herewith express our willingness to subject to MPCB's conditionality regarding manpower recruitments (required for the project), change of hands of management and declaring upfront the source of funding for the project.

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.

Dated this _____ Day of _____ 202

Thanking you,
Yours faithfully

(Signature of the Authorized Signatory of the Bidder)
(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

5.2 Format for Bidder Details.

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

TO WHOMSOEVER IT MAY CONCERN

Bidder Information (Sole Bidder)

| Sr. | Particulars | Information |
|-----|---|-------------|
| 1. | Name of the Agency | |
| 2. | Address of the Agency | |
| 3. | Telephone Nos. | |
| 4. | Fax | |
| 5. | E-mail | |
| 6. | Website (If available) | |
| 7. | Year of Establishment | |
| 8. | Date of registration | |
| 9. | ROC Reference No. (with supporting document) for Pvt. Ltd and LLP organizations | |
| 10. | PAN No:(with supporting document) | |
| 11. | GST Number (with supporting document) | |

Thanking you,

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

Name:

Designation:

Seal:

Date:

Place:

Business Address:

5.3 Format for Turnover details and Profitability

(To be submitted on the letterhead of the Chartered Accountant)

{Place, Date}

To,

Member Secretary

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor, Opp. PVR Cinema,

Sion Circle, Sion, Mumbai-400 022

Subject: Turnover details for Request for Proposal for Request for Proposal (RFP) for “Name of Tender”

RFP Reference No:

Dear Sir,

Please find below profitability status of <Bidder's Name>.

| Sr. | Financial Year | Turn Over | Profitable (YES / NO) |
|-------------------|----------------|-----------|--------------------------|
| 1 | 2020-21 | | |
| 2 | 2021-22 | | |
| 3 | 2022-23 | | |
| Average Turn Over | | | |

Thanking you,

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

(Signature and Name of the Chartered Accountant with Seal)

5.4 PROFORMA FOR PERFORMANCE STATEMENT FOR BIDDER (for a Period of last seven years)

Bid no..... Date of opening.....Name of the Bidder.....

| Order placed by (full address of Purchaser) | Order No. & Date | Description of ordered equipment | Quantity Supplied | Value of Order | Date of Commissioning and handling over | Has the equipment been satisfactory functioning? |
|--|------------------|----------------------------------|-------------------|----------------|---|--|
| | | | | | | |
| | | | | | | |

CAPABILITY & EXPERIENCE OF AFTER SALES SERVICES

| Item no. | Name of the Equipment | List of Consumables available for offered equipment | List of spare parts available for offered equipments | Name of authorized representative in India for After Sales Services | Address, Tel., Fax nos., Email-id | No. of Engineers with their training details | Response time for After sales services including warranty support | Past experience of the After sales service |
|----------|-----------------------|---|--|---|-----------------------------------|--|---|--|
| | | | | | | | | |

Note: Bidder to furnish above detail for each equipment of the quoted package on separate sheets.

Signature of authorized person, name with stamp

Full Address:

5.4 Format for Proposed Resource Deployment

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

To,

Member Secretary

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

Dear Sir,

Subject: Proposed Resource Deployment - Request for Proposal (RFP) for <<Name of the RFP>>

RFP Reference No: MPCB/

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

| Sr. No. | Project Designation | Role / | Proposed Resource Name | Experience in Years | Highest Qualification | Projects Handled in past |
|---------|---------------------|--------|------------------------|---------------------|-----------------------|--------------------------|
| | | | | | | |
| | | | | | | |

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

Yours sincerely,

Authorized Signatory/ HR Head

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

5.5 Format for Declaration from HR department of the Bidder

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

To,
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 - Request for Proposal (RFP) for <<Name of the RFP>>
RFP Reference No: MPCB/

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

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

Yours sincerely,

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

Encl: Bio Data of Key members of the Proposed team

5.8 Format for Affidavit of "Non-Blacklisting"

(To be submitted on the non-judicial stamp paper of Rs. 100/-)

{Place, Date}

To,

Member Secretary

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

Subject: Affidavit of Non-Blacklisting for – Request for Proposal (RFP) <<Name of the RFP>>

RFP Reference No: MPCB/

We, the undersigned, hereby declare that We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

We hereby declare that

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing of consulting services at GPs working under MPCB, Maharashtra State, Pune.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.

We hereby also declare that

1. We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; Or We have not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract ; We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU in India in last 3 years;
2. We have not violated the code of integrity in last 3 years;
3. Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in last 3 years;

4. We have not withdrawn our bids post submission of the same. (maximum incidents are limited to 3)
5. If Owner / Partner / Director / Trustee of the organization is Owner / Partner / Director / Trustee of any other organization: We hereby declare that Our Owner / Partner / Director / Trustee are not Owner / Partner / Director / Trustee of any other organization which is presently blacklisted / Banned / Suspended by the Government / Semi-Government / PSUs, and any other organization to which the provisions of GoM GR dated 01.12.2016 are applicable.
6. We declare that we comply with all clauses mentioned under section 5.8.5 of Government of Maharashtra Government Resolution dated 01.12.2016.
7. We accept that in case of any irregularity, lapses, non-compliances, MPCBs decision shall be final and binding on us.
8. We accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
9. We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ PBG, as the case may be.

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

Full Name and Designation

Signature of Notary (with official seal)

Name:

Designation:

Seal:

Business Address:

5.9 UNDERTAKING

Date_____

Tender Notice No._____

To
The Member sScretary
State pollution control board
Address

Sir,

Having examined the conditions of the Tender Document and specifications of the instruments, the receipt of which is hereby acknowledged. We, the undersigned, offer to supply, deliver and install the Noise Monitoring Stations. The supply, installation shall be in conformity with the specifications and conditions of supply.

We undertake if our bid is accepted to deliver the instruments quoted by us, we shall deliver and install within the period indicated by us in our offer.

We agree to abide by this bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period.

We are submitting a Demand Draft / Bank Guarantee for Rs.....in favour of "State Pollution Control Board", Delhi towards the Earnest Money.

This Bid, together with your written acceptance thereof in your notification of award shall constitute a bidding contract between us.

We understood that you are not bound to accept the lowest or any bid you may receive.

Dated this... .day of... ..2023

Signature of authorized Person, Name with Stamp & full Address

<Letterhead of the Manufacturer>

5.10 FORM OF CERTIFICATE OF COUNTRY OF ORIGIN

To,
State Pollution Control Board,
Address

Name of Manufacturer

Subject : Certificate of country of Origin

We, (Name of Manufacturer), hereby certify that our equipment for procurement and installation of equipment for MPCB, India is to be manufactured in the country mentioned below:

| Item No. | Name of the Equipment | Country of Origin |
|----------|-----------------------|-------------------|
| | | |

Signature
Name of the Person
Title

Name of the Manufacturer
Legal Address

Countersign of competent authority of the country of origin

5.11 FORM OF CERTIFICATE OF AFTER SALES SERVICE BY MANUFACTURER

Date:

To

Maharashtra Pollution Control Board,

Add: Kalpataru Point , 3rd floor,

Opp. Cine Planet Cinema, Sion Circle,

Sion, Mumbai – 400 022

Sub: Certificate of Supply of consumables and Spare Parts and Maintenance Service and Repair Work after sales by Manufacturer including Warranty support.

This is to certify that we (Name of the manufacturer) shall supply the consumables and spare parts of the equipment mentioned below during warranty period and to provide the on-site maintenance services and repair works for the equipment after sales(hereinafter referred to as " After Sales Services") through our duly certified agent (Name of authorized representative for after sales service) in India, existing under the law of India with its principal office of business at (Address). We hereby appoint (Name of authorized representative for after sales service) to cooperate with (Name of Bidder), in undertaking After Sales Service during comprehensive warranty period of three years and CAMC period for at least five (05) years after the warranty period of three years. It is hereby guaranteed that we shall maintain stocks of consumables and spare parts for the following equipment for the period of five (05) years including warranty CAMC period and supply the said consumables and spare parts and provide the on-site maintenance services and repair works through our authorized representative for after sales service in India.

| Item No. | Name of the Equipment | Name of the Manufacturer | Name of authorized representative for after sales service and Address |
|----------|-----------------------|--------------------------|---|
| | | | |

Signature:

Name of Person:

Position:

Name of Manufacturer:

Legal address of Manufacturer:

5.12 FORM OF EQUIPMENT DETAILS

| Item No. | Name Of The Equipment | Propose Model | Manufacturer | Country Of Origin | Technical Catalogue Attached(Yes/No) |
|----------|-----------------------|---------------|--------------|-------------------|--------------------------------------|
| | | | | | |

Signature of authorized person, name with stamp

Full Address:

5.13 CHECKLIST (GENERAL)

Name of Bidder :

Name of Manufacturer:

| S. No. | Activity | Compliance Yes/No/NA | Remarks |
|---------------|---|---------------------------------|----------------|
| 1. | Have you enclosed EMD of required amount for the quoted schedules? | | |
| 2. | Have you enclosed duly filled and signed tender Form | | |
| 3. | Have you enclosed clause by clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications? | | |
| 4. | In case of Technical deviations in the compliance statement, have you identified and marked the deviations? | | |
| 5. | Have you submitted the past supply details | | |
| 6. | (a) Are you original manufacturer of Equipment (b) Have you submitted manufacturer's authorization from OEM. | | |
| 7. | Have you submitted prices of goods, turnkey (if any), AMC etc. in the Price schedule as per proforma | | |
| 8. | Have you kept validity of tender for acceptance by the purchaser as per the TE document? | | |
| 9. | In case of Indian Tenderer, have you furnished Permanent Account No. as allotted by the Income Tax department of Government of India? | | |
| 10. | Have you intimated the name and full | | |

| | | | |
|-----|---|--|--|
| | address of your Banker(s) along with your account number? | | |
| 11. | Have you fully accepted payment terms as per TE document | | |
| 12. | Have you accepted the warranty as per TE document? | | |
| 13. | Have you furnished documents establishing your eligibility & qualification criteria as per TE documents | | |

Signature of authorized person, name with stamp

Full Address:

5.14 LIST OF DELIVERABLE ITEMS

| S. No. | LIST OF DELIVERABLE ITEMS | QTY |
|-----------|--|------------------|
| 1 | Noise Monitoring Terminal (NMT) (For 36 Locations) | |
| 1.1 | IEC 61672-1(2002-05) Class1 : Outdoor Microphone | |
| 1.2 | NMT system with alphanumeric display | |
| 1.3 | High gain GSM /GPRS Antenna (8 DB dual band antenna) | |
| 1.4 | IP-65 compliant Enclosure for Remote Stations | |
| 1.5 | Transmission unit- GSM/GPRS Modem | |
| 1.6 | Intrusion alarm to be transmitted at Central Station | |
| 2 | Power backup (For 36 Locations) | |
| 2.1 | External battery (minimum 65AH) sealed maintenance free | |
| 2.2 | Solar Panel for Power Back up (minimum 75 watts) | |
| 2.3 | Solar charge controller (minimum 20 Amp) | |
| 2.4 | External NEMA 4 Enclosure | |
| 3 | Recurring Charges | |
| 3.1 | Remote station recurring charges on yearly basis including SIM cost, recurring cost and any other cost. | Lumpsum per year |
| 3.2 | Recurring Charges on yearly basis for Empaneled Cloud Based Server | Lumpsum per year |
| 3.3 | Remote display, 3G/ 4G receiving charges on yearly basis | Lumpsum per year |
| 4 | Central Receiving station | |
| 4.1 | Analysis Software with full graphics display, communication management and database generation for Central Receiving Station | 1 |
| 4.2 | Web Enabled Software for data distribution | 1 |
| 5 | Installation and Civil Work | |
| 5.1 | 4 meters triangular lattice mast and mounting accessories | Lumpsum |
| 5.2 | Installation of the remote stations with Civil work | Lumpsum |
| 6. | Automatic backup | |
| 6.1 | 4 TB NAS Drive for incremental backup of existing and new system. | 1 |
| 7. | Calibrators | |
| 7.1 | Hand held stand noise system with transportation kit | 1 |
| 7.2 | External acoustic calibrator with microphone adaptor | 1 |
| 8 | Transportation and insurance | |
| 8.1 | Transportation and insurance of material to respective sites | 1 |
| 9 | Two Year Extended Warranty | Lumpsum |
| 10 | CAMC | |
| 10.1 | Comprehensive Annual Maintenance Cost for 4 th year | Per year |
| 10.2 | Comprehensive Annual Maintenance Cost for 5 th year | Per year |

| | | |
|----------|--|----------|
| 10.3 | Comprehensive Annual Maintenance Cost for 6 th year | Per year |
| 10.4 | Comprehensive Annual Maintenance Cost for 7 th year | Per year |
| 10.5 | Comprehensive Annual Maintenance Cost for 8 th year | Per year |
| | Optional Items (Not to be added in price comparison) | |
| 1 | Residential Manager cost per month | 2 |

5.15 Number of Cities and Monitoring Stations

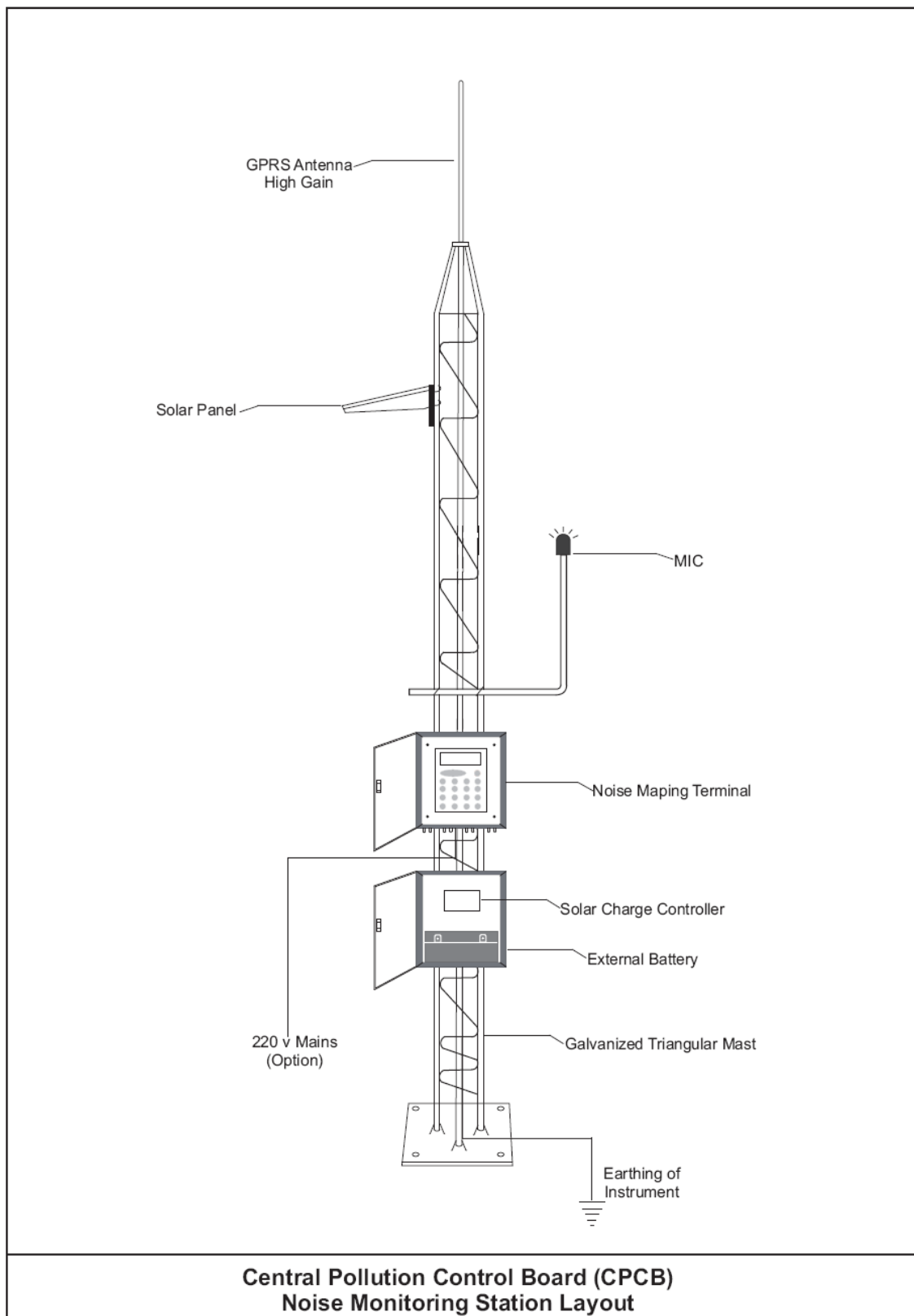
LIST OF 09 MILLION PLUS CITIES

| Sl. No | CITY | STATE | ZONE | LOCATION | LATITUDES | LONGITUDES |
|--------|------------------|-------------|-------------|--|-----------------|-----------------|
| 1. | Thane | Maharashtra | Residential | Children's Traffic Park, (TMC) Anandnagar, Kasarvadavali, Thane (W) – 400 615 | 19° 16' 46.5" N | 72° 54' 38.2" E |
| | | | Commercial | Upvan Lake Garden, Pokhran road no.1, Thane – 400 601 | 19° 12' 57.0" N | 72° 57' 25.8" E |
| | | | Industrial | To be finalized | | |
| | | | Silence | To be finalized | | |
| 2. | Navi Mumbai | Maharashtra | Residential | CBD Belapur Fire Station, Sector 6, CBD Belapur, Navi-Mumbai - 400 614 | 19° 1' 14.7" N | 73° 2' 22.1" E |
| | | | Commercial | Tortoise Garden, Kopripada, Sector 26, Vashi – 400 703 | 19° 4' 26.0" N | 72° 59' 51.4" E |
| | | | Industrial | Near MIDC Water Tank, Next to M/s. Hindalco Pvt. Ltd., MIDC Taloja – 410 210 | 19° 3' 24.0" N | 73° 6' 46.9" E |
| | | | Silence | Shall be communicated. | | |
| 3. | Pimpri Chinchwad | Maharashtra | Residential | Jagtap Dairy, Pimple Nilakh, Pimpri – 411 018 | 18° 35' 18.6" N | 73° 46' 51.6" E |
| | | | Commercial | Garden near Chhatrapati Shivaji Maharaj Statue, Dange Chowk., Pimpri – 411 018 | 18° 35' 38.8" N | 73° 47' 7.2" E |
| | | | Industrial | Rose Garden, Gawali Mattha, Bhosari, Pimpri – 411 018 | 18° 35' 40.9" N | 73° 47' 21.0" E |
| | | | Silence | Shall be communicated. | | |
| 4. | Kalyan Dombivali | Maharashtra | Residential | Shall be communicated. | | |
| | | | Commercial | Shall be communicated. | | |
| | | | Industrial | Shall be communicated. | | |
| | | | Silence | Shall be communicated. | | |
| 5. | Aurangabad | Maharashtra | Residential | To be finalized | | |
| | | | Commercial | To be finalized | | |
| | | | Industrial | MPCB Office premises, Paryavaran | 19° 52' 41.7" N | 75° 22' 51.5" E |

| Sl. No | CITY | STATE | ZONE | LOCATION | LATITUDES | LONGITUDES |
|--------|--------------|-------------|-------------|--|-----------------|-----------------|
| | | | | Bhavan, A-4/1, MIDC Area, Chikalthana, Aurangabad - 431 210 | | |
| | | | Silence | Deogiri Institute of Engineering and Management Studies, Deogiri College campus, Aurangabad – 431 005 | 19° 51' 45.5" N | 75° 19' 18.0" E |
| 6. | Nagpur | Maharashtra | Residential | Laxminarayan Institute of Technology, Amravati Road, Nagpur – 440 003 | 13° 0' 20.7" N | 80° 14' 36.1" E |
| | | | Commercial | Town Hall premises, Mahal Nagpur | 41° 42' 9.01" N | 80° 33' 39.0" E |
| | | | Industrial | Shall be communicated. | | |
| | | | Silence | Visvesvaraya National Institute of Technology, Nagpur | 29° 56' 54.2" N | 76° 49' 10.6" E |
| 7. | Nashik | Maharashtra | Industrial | P-25, AIMA Recreation Centre, MIDC Ambad, Nashik | 46° 47' 48.0" N | 71° 56' 6.43" E |
| | | | Commercial | Opp. Gems English School, Panchavati, Nashik-422003 | 20° 0' 22.0" N | 73° 47' 23.9" E |
| | | | Residential | To be finalized | | |
| | | | Silence | Guru Gobind Singh college of Engineering & Research centre, Guru Gobind Singh Marg, Wadala – Pathardi road, Nashik | 28° 41' 51.5" N | 77° 9' 10.2" E |
| 8. | Pune | Maharashtra | Residential | Katraj Dairy, Katraj, Pune- Satara Road, Pune – 411 046 | 18° 27' 5.58" N | 73° 46' 0.63" E |
| | | | Commercial | Karve Raod, Pune – 411 052 | | |
| | | | Industrial | To be finalized | | |
| | | | Silence | Savitribai Phule Pune University Premises, Ganeshkhind, Pune | 18° 33' 11.3" N | 73° 49' 39.4" E |
| 9. | Vasai- Virar | Maharashtra | Residential | To be finalized | | |
| | | | Commercial | Diwanman Fire Brigade premises, 100 Feet Road, Vasai - West, Palghar-401201 | 19.3833 N | 72.8202 E |
| | | | Industrial | To be finalized | | |
| | | | Silence | Near VVCMC Mother & Child Care Hospital, Bolinj, Virar (W) – 401 | 34° 3' 48.9" N | 82° 32' 0.27" W |

| Sl. No | CITY | STATE | ZONE | LOCATION | LATITUDES | LONGITUDES |
|---------------|-------------|--------------|-------------|-----------------|------------------|-------------------|
| | | | | 303 | | |

5.16 Noise Monitoring Station Layout



5.17 REPORT FORMAT

MONTHLY DATA REPORT (CITYWISE)

| S. No. | Station No. | Stations Name with zone | | Limit in dB(A) Leq | | Day Leq. dB(A) | Day Max dB(A) | Day Mini dB(A) | Night Leq. dB(A) | Night Max dB(A) | Night Mini dB(A) |
|--------|-------------|-------------------------|----------|--------------------|----------------------|----------------|---------------|----------------|------------------|-----------------|------------------|
| | | City | Location | Day 06 AM to 10 PM | Night 10 PM to 06 AM | | | | | | |
| 1 | | | | 65 | 55 | | | | | | |
| 2 | | | | 75 | 70 | | | | | | |
| 3 | | | | 55 | 45 | | | | | | |
| 4 | | | | 65 | 55 | | | | | | |
| 5 | | | | 55 | 45 | | | | | | |

I = Industrial, C = Commercial, R = Residential, S = Silence Zone

Daily inspection report

| S. No. | Stations Name | Leq. dB(A) 24 hourly | Min. Value dB(A) | Max. Value dB(A) | Avg. Battery Level 24 hrs. (Volts) | Gap/Remarks, if any |
|--------|---------------|----------------------|------------------|------------------|------------------------------------|---------------------|
| | | | | | | |

Yearly report

| S. No. | Station No. | Stations Name with zone | | Limit in dB(A) Leq | | Day Leq. dB(A) | Day Max dB(A) | Day Mini dB(A) | Night Leq. dB(A) | Night Max dB(A) | Night Mini dB(A) |
|--------|-------------|-------------------------|----------|--------------------|----------------------|----------------|---------------|----------------|------------------|-----------------|------------------|
| | | City | Location | Day 06 AM to 10 PM | Night 10 PM to 06 AM | | | | | | |
| 1 | | | | 65 | 55 | | | | | | |
| 2 | | | | 75 | 70 | | | | | | |
| 3 | | | | 55 | 45 | | | | | | |
| 4 | | | | 65 | 55 | | | | | | |
| 5 | | | | 55 | 45 | | | | | | |

| S. No. | Station No. | Stations Name with zone | | Limit in dB(A) Leq | | Day Leq. dB(A) | Day Max dB(A) | Day Mini dB(A) | Night Leq. dB(A) | Night Max dB(A) | Night Mini dB(A) |
|--------|-------------|-------------------------|----------|--------------------|----------------------|----------------|---------------|----------------|------------------|-----------------|------------------|
| | | City | Location | Day 06 AM to 10 PM | Night 10 PM to 06 AM | | | | | | |

I = Industrial, C = Commercial, R = Residential, S = Silence Zone

Monthly report

| Station Name | Limit in Leq dB (A) | | January | | ... | | ... | | ... | | .. | | Decemb er | |
|--------------|---------------------|-------|---------|--------|------|--------|------|--------|------|--------|------|--------|-----------|--------|
| | Day | Night | Da y | Nigh t | Da y | Nigh t | Da y | Nigh t | Da y | Nigh t | Da y | Nigh t | Da y | Nigh t |
| | 50 | 40 | | | | | | | | | | | | |
| | 65 | 55 | | | | | | | | | | | | |
| | 65 | 55 | | | | | | | | | | | | |
| | 65 | 55 | | | | | | | | | | | | |
| | 50 | 40 | | | | | | | | | | | | |

Annexure-2: Documents for Financial Proposal

| Format No. | Description | Submitted (Yes/No) |
|-------------------|--------------------------------|---------------------------|
| Format 1 | Commercial bid covering Letter | |
| Format 2 | Commercial bid | |

6.1 Commercial Proposal Cover Letter

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

Member Secretary

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

Tel:

Mail id:

Subject: Commercial Proposal Cover Letter for- Request for Proposal (RFP) for Name of RFP

RFP Reference No:

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of << **Name of RFP**>> do hereby propose to provide Services as specified in the bidding documents.

1. **Price and Validity:** All the prices mentioned in our Bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 days from the last date of submission of the Bids. The prices we have offered, will remain fixed and subject to price escalation mention in the RFP during the period of Contract.
2. **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
3. **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
4. **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.
5. **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.
6. **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.
7. 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.

8. We understand that our Bid is binding on us and that you are not bound to accept a bid you receive.
9. We confirm that no Technical information or deviations are attached here with this Commercial offer.

Yours faithfully,

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

Name:

Designation:

Seal:

Date:

Place:

Business Address:

6.2 Format for Commercial Bid

| S. No. | Name of Instrument (Number of instrument as per Annexure-XII) | Model offered by the Bidder | Quantity | Unit Price (in foreign currency/ Indian Currency) | GST as applicable | Freight and concessional custom duty if applicable | Total Amount |
|----------|--|-----------------------------|----------|---|-------------------|--|--------------|
| 1 | Noise Monitoring Terminal (NMT) | | | | | | |
| 1.1 | IEC 61672-1(2002-05) Class1 : Outdoor Microphone | | | | | | |
| 1.2 | NMT system with alphanumeric display | | | | | | |
| 1.3 | High gain GSM /GPRS Antenna (8 DB dual band antenna) | | | | | | |
| 1.4 | IP-65 compliant Enclosure for Remote Stations | | | | | | |
| 1.5 | Transmission unit- GSM/GPRS Modem | | | | | | |
| 1.6 | Intrusion alarm to be transmitted at Central Station | | | | | | |
| 2 | Power backup | | | | | | |
| 2.1 | External battery (minimum 65AH) sealed maintenance free | | | | | | |
| 2.2 | Solar Panel for Power Back up (minimum 75 watts) | | | | | | |
| 2.3 | Solar charge controller (minimum 20 Amp) | | | | | | |
| 2.4 | External NEMA 4 Enclosure | | | | | | |
| 3 | Recurring Charges | | | | | | |
| 3.1 | Remote station recurring charges on yearly basis including SIM cost, number of stations recurring cost and any other cost. | | | | | | |
| 3.2 | Recurring Charges on yearly | | | | | | |

| S. No. | Name of Instrument (Number of instrument as per Annexure-XII) | Model offered by the Bidder | Quantity | Unit Price (in foreign currency/ Indian Currency) | GST as applicable | Freight and concessional custom duty if applicable | Total Amount |
|----------|--|-----------------------------|----------|---|-------------------|--|--------------|
| | basis for Central Server with 4Mbps fixed IP Connection | | | | | | |
| 3.3 | Remote display (Page No.44), GPRS receiving charges on yearly basis | | | | | | |
| 4 | Central Receiving station | | | | | | |
| 4.1 | Charges for Empaneled Cloud Based Server | | | | | | |
| 4.2 | Analysis Software with full graphics display, communication, management and database generation for Cloud Based Server | | | | | | |
| 4.3 | Web Enabled Software for data distribution | | | | | | |
| 5 | Installation and Civil Work | | | | | | |
| 5.1 | 4 meters triangular lattice mast and mounting accessories | | | | | | |
| 5.2 | Installation of the remote stations with Civil work | | | | | | |
| 6 | Automatic backup | | | | | | |
| 6.1 | 4 TB NAS Drive for incremental backup of existing and new system. | | | | | | |
| 7 | Calibrators | | | | | | |
| 7.1 | Hand held stand noise system with transportation kit | | | | | | |
| 7.2 | External acoustic calibrator with microphone adaptor | | | | | | |
| 8 | Transportation and insurance | | | | | | |

| S. No. | Name of Instrument (Number of instrument as per Annexure-XII) | Model offered by the Bidder | Quantity | Unit Price (in foreign currency/ Indian Currency) | GST as applicable | Freight and concessional custom duty if applicable | Total Amount |
|-----------|--|-----------------------------|----------|---|-------------------|--|--------------|
| 8.1 | Transportation and insurance of material to respective sites | | | | | | |
| 9 | Two Year Extended Warranty | | | | | | |
| 10 | CAMC | | | | | | |
| 10.1 | Comprehensive Annual Maintenance Cost for 4 th year | | | | | | |
| 10.2 | Comprehensive Annual Maintenance Cost for 5 th year | | | | | | |
| 10.3 | Comprehensive Annual Maintenance Cost for 6 th year | | | | | | |
| 10.4 | Comprehensive Annual Maintenance Cost for 7 th year | | | | | | |
| 10.5 | Comprehensive Annual Maintenance Cost for 8 th year | | | | | | |

A COPY OF COMMERCIAL BID PRINTED ON LETTERHEAD TO BE UPLOADED AS PART OF ENVELOPE 2

7. Annexure-3: Other Documents/Formats

| | |
|------------|----------------------------|
| Document 1 | Format for Pre-Bid Queries |
| Document 2 | Performance Bank Guarantee |

7.1 Format for Pre-Bid Queries

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

To,

Member Secretary

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

Dear Sir,

Subject: Pre-bid queries for- Request for Proposal (RFP) for <<Name of RFP>>

RFP Reference No:

With reference to the subject RFP, please find below pre-bid clarifications request.

Clarification Requested by:

| | |
|----------------|--|
| Name | |
| Designation | |
| Company | |
| Address | |
| Contact Number | |
| e-mail ID | |
| Date | |

Clarifications Requested:

| Sr. | RFP Document Reference(s) (Clause No.) | Pg. No. | Content of RFP requiring Clarification(s) | Points of clarification |
|-----|--|---------|---|-------------------------|
| 1. | | | | |

Note: Bidders are requested to provide the queries in MS Excel format, No queries shall be entertained received after due date.

Thanking you,

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

Name:

Designation:

Seal:

Date:

Place:

Business Address:

7.2 Format for Bank Guarantee

<< To be executed on Stamp Paper as mandated by the Bank issuing the PBG>>>

No.

Date:

To,

Member Secretary

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

Tel:

Mail id:

Against Contract covering "Request for Proposal for <<Name of RFP>> (hereinafter called the said 'Contract') entered into between the Maharashtra Pollution Control Board - (hereinafter called the Purchaser) and

_____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that shall be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

The Performance Bank Guarantee shall be valid from the date of acceptance of the Letter of Intent and shall continue till sixty (60) days after the completion of all contractual liabilities including warranty obligations and defect liability period as per CVC guidelines. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without

the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

The provisions relating to Sanctions for Violations specified in the Integrity Pact, entered into by the Bidder with the purchaser shall be applicable for forfeiture of Performance Bank guarantee in case of a decision by purchaser to forfeiture the same without assigning any reason for imposing sanction for violation for the Pact.

We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, shall, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____

Place _____ Signature _____

Witness _____ Printed name _____

(Bank's common seal)

Section III- Other Information

8. Annexure-4: Draft Conditions of Contract

This AGREEMENT is made at _____, Maharashtra, on this ____ day of, ____ 2021,
BETWEEN

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

And

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

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

Whereas:

Whereas MPCB has envisaged <<Name of RFP>> (hereinafter referred to as the "said Project");

And whereas MPCB has published the RFP to seek services of a reputed Agency for Request for Proposal for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra;

And whereas M/s. ----- has submitted its proposal for <<Name of RFP>>

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

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

The Agreement shall consist of this Contract Form and the following documents and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the 'Contract Documents'), all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. RFP / Tender Form
3. Scope of Work as given in the RFP / Tender Document.
4. Project & Payment schedule as given in the RFP / Tender Document.
5. Terms & Conditions of Contract as given in the RFP / Tender Document.
6. Service Level Agreement (SLA) as given in the RFP / Tender Document.
7. Technical proposal of Tenderer.
8. Financial Proposal

This Agreement sets forth the entire contract and agreement between the parties pertaining to "Request for Proposal (RFP) for "Evaluation of Air Quality in different Indoor Environments and formulation of best practices for better IAQ in Mumbai Metropolitan Region (MMR) and Select CEPI regions in Maharashtra and formulation for Best Practices for Indoor Air Quality (IAQ) Management" and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the Agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to maintain and operate the entire proposed solution and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

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

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

and notice to the Agency shall be properly addressed to:

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

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

Signed, sealed and delivered

By.....
Member Secretary

For and on behalf of MPCB

Signed, sealed and delivered

By

For and on behalf of the “Agency”,

Witnesses:

(1)

(2)

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

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

Note:

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

9. Annexure-5: Information about e-tendering process

INSTRUCTIONS TO BIDDERS FOR e-Tendering

1. 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 through e-Tendering Online Payment Gateway mode only.
2. 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. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
3. Bidders are also advised to refer "Bidders Manual Kit" available in this document or at <https://mahatenders.gov.in> for further details about the e-tendering process.
4. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
5. Note-
 - a. Earnest Money Deposit: - can be paid through Online Payment mode only..
 - b. All eligible/ interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tender process for this Tender. Bidders are requested to contact the telephone numbers provided on maha-tenders portal in case of any doubts/ information/difficulty regarding online enrolment or e-tendering process.
 - c. Bidders should submit the document related to tender online. Tender Fee of INR **5,000/-** (including taxes) and Earnest Money Deposit (EMD) should be credited in to MPCB fund account by online payment gateway, before submission of tender response otherwise Bidders cannot participate in tender process. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
 - d. The Electronic tendering system for MPCB will be available on the URL <https://mahatenders.gov.in>.

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

PREPARATION & SUBMISSION OF BIDS

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

EARNEST MONEY DEPOSIT (EMD)

Bidders are required to pay Tender Fees and Earnest Money Deposit through Online Payment modes i.e. **Net Banking** during Bid Preparation Stage.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

In case EMD is mandatory to all the bidders for a tender, offers made without EMD shall be rejected.

In Bid Preparation stage, bidders get access to Online Technical and Commercial Envelopes where they require uploading documents related to technical eligibility criteria and quote commercial offer for the work / item in respective online envelopes.

Online Bid Submission

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

OPENING OF BIDS:

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

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

TECHNICAL ENVELOPE (T1):

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

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

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

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

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

COMMERCIAL ENVELOPE (C1):

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only, and for those Bidders who have qualified through Technical Qualification Criteria.

10. Annexure-6: Other Terms and Conditions

1.0 Liability for Excess Cost for Unperformed Work

In the event the Board terminates the Contract in whole or in part pursuant to clause mentioned in this tender above the Board may procure at the risk and cost of the supplier, upon such terms and in such manner as it deems appropriate, the equipment/works similar to those undelivered / unperformed and the supplier shall be liable to the Board for any excess costs for such similar equipment / works. However, the Supplier shall continue performance of the Contract to the extent not terminated.

2.0 FORCE MAJEURE

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil, wars, strikes, fire frost, floods, riots and acts of usurped power. A notification to this shall be given by the Vendor to the buyer. In the event of delay due to such cases a length of time equal to the same period will be given to the vendor.

3.0 INJURY AND DAMAGE

3.1 Injury or Death of persons

3.2 The Supplier shall be liable for and shall indemnify the Board against any liability, loss claim or proceedings whatsoever arising under any statute or law in respect of personal injury death or any disability caused by the carrying out the Works unless due to any act or neglect of the Board, or of any person for whom the Board is responsible.

3.3 Damage to Property

The Supplier shall be liable for and indemnify the Board against and insure and cause any Manufactures and subcontractors to insure against any expense, liability, loss claim or proceedings in respect of any damage whatsoever to any real or personal property for any one occurrence in so far as such damage arises out of or in the course of or by reason of the carrying out of the works and is due to any negligence, omission or default of the Supplier or any person for whom the supplier is responsible or any Manufacturers and subcontractors or person whom the Manufacturers and subcontractors are responsible.

4.0 ROYALTY AND PATENTS

4.1 The Suppliers shall pay all royalties and license fees for the use of any patented item, whether it may be an invention, method, arrangement, article, process or appliance used in connection with the performance of the Contract. The supplier shall indemnify and save harmless the Board against any and all costs, damages and expenses of any nature or kind whatsoever which may

arise out of or result from claim by any person, firm or corporation that the manufacture, purchase, use of sale of any of the inventions, methods, arrangements, articles processes or appliances used in connection with the performance of this Contract infringes any patent of such other rights. The Supplier shall, at the request of the Board, defend the Board against any suit brought to enforce any such claim at the Suppliers expense.

- 4.2** In case any such patented item used on or in conjunction with the works is in suit held to constitute and infringement of its use enjoined, the supplier shall either secure for the Board the right to continue using the said item by suspension of the injunction, by procuring for the Board a license or otherwise, or will replace such items with a non-infringing item or modify it so that it becomes non-infringing or with the Board's approval remove the said enjoined item and refund to the Board the sums paid thereof.

5.0 Settlement of Dispute, Arbitration

- 5.1** All disputes or differences arising out of or in connection with the contract and supply of any item/equipment assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of two (2) arbitrators appointed by the Chairman, Maharashtra Pollution Control Board. It will not be an objection to any such appointment that the arbitrators are the Government Servants and had any interest in the Board or the contract entered into directly or indirectly. In all cases, the arbitrator shall state reason in their decision, in writing the amount of claim in dispute is Rs. One lakh/- and above, subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Arbitration proceeding shall be held at Mumbai, India and the language of arbitration proceedings and that all documents and communication's between the parties shall be in English equally by both the parties.
- 5.2** It is a term of the contract that the party invoking the arbitration shall specify the dispute(s) to be referred to the arbitration under this clause together with the amount or amount claimed in respect of each such dispute.
- 5.3** It is also a term of the contract that if the supplier (s) do not make any demand for arbitration in respect of any claim (s) or dispute in writing after 90 days of receipt of the final bill of payment,

the claim of the supplier will be deemed to have been waived and absolutely barred and the Board will be discharged and released of all liabilities under the contract in respect of these claims.

6.0 EFFECTIVENESS

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the Works have been completed and all the payments have been made to the Supplier, except the obligation of the warranty period by the Supplier.

MPCB reserves the right to increase the number of items within period of 12 months of placement of the original order with same commercial and technical terms.