



Environment and Climate Change Department

Request for Proposal

For

**Selection of Agency to conduct Desktop Assessment -
Majhi Vasundhara Abhiyan 4.0 (2023-24).**

RFP Reference No: 240125-FTS-0014

Date of Issue: 27/01/2024

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: 022-24087295

Email ID: eic@mpcb.gov.in

Disclaimer

This Request for Proposal (RFP) for “Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24)” (hereinafter referred to as “Project”), is issued by Maharashtra Pollution Control Board, Government of Maharashtra (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
EnvCC	Department of Environment and Climate Change
DA	Desktop Assessment
DIT	Directorate of Information Technology
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GCC	General Contract Conditions
GP	Gram Panchayat
GST	Goods and Services Tax
GOM	Government of Maharashtra
MIS	Management Information System
MPCB	Maharashtra Pollution Control Board
MVA	Majhi Vasundhara Abhiyan
NDA	Non-Disclosure Agreement
PDF	Portable Document Format
PKI	Public Key Infrastructure
PRI	Panchayati Raj Institution
RFP	Request for Proposal
PBG	Performance Bank Guarantee
QMS	Quality Management System
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
ULB	Urban Local Body

Key Terms

Term	Definition
Assets	All Assets used in providing Services in accordance with this RFP shall include: <ul style="list-style-type: none"> • All Infrastructure required for delivery of Services under the Project • All data, documentation, reports, records, etc. created during the Project for the purpose of the Project • All enhancements and improvements to the above Assets;
Authority/Nodal Agency/Purchaser	Means Maharashtra Pollution Control Board, Government of Maharashtra i.e., the issuer of this tender
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)	Eligible, reputed, qualified entities with strong technical and financial capabilities for scope defined in this RFP
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 period for completion of the entire project scope of work defined in the RFP
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in MPCB, 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

Term	Definition
RFP 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	This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Bidder for implementation of the Project
Net-worth	Paid-up share capital + Reserves and surpluses (excluding Revaluation Reserves) – Preliminary and pre-operative expenditure, accumulated losses and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the auditors' report.
Nodal Agency/ MPCB	Refers to the Maharashtra Pollution Control Board, the governmental agency executing the Project.
Project	To conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24)
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.
Sign-off	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.
Sub-Category of Organizations	Refers to the various organization's types under MPCB included in scope of work of this Tender.
Successful Bidder/Selected Service Provider/ Selected Consultant	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 Services mentioned in the RFP (after negotiations with the selected Bidder); which will be the maximum value payable to the Bidder for this Project.
Users	This means the internal and external users of the Project including citizens, business firms, MPCB including its institutes, corporations and agencies and their employees, as the context admits or requires

1. Tender Notice

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for “**Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24)**”. 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 tenderer 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 tenderer 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 “**Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24)**” 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 - 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.
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: - can be paid through Online Payment mode or through Bank Guarantee as per details mentioned in the table given below.
 - 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 Maharashtra 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. The bidders who wish to submit the payment of EMD by way of Bank Guarantee, physical instrument of the EMD (Bank Guarantee) should be submitted on the day of opening bids and the scanned copy should be uploaded along with the technical documents in the technical proposal envelope. Tender Fee of INR 5, 000/- (Including taxes) 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>.

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

S.N.	Items	Description
1	RFP Reference Number	MPCB/EIC/240125-FTS-0014
2	Name of the Project	Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24)
3	RFP Document Download Start / End Date & Time	27/01/2024 at 11:00 Hrs. to 12/02/2024 at 17:00 Hrs.
4	Last date to send in requests for clarifications	All the queries should be received on or before 02/02/2024 before 17:00 Hrs. through email only with subject line as follows: "Queries – Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24) -<Agency's Name>". The Pre-Bid queries to be sent to the Email Id:- eic@mpcb.gov.in
5	Date and Time Pre-bid Meeting	06/02/2024 at 15:00 Hrs.
6	Last date (deadline) for submission of bids	12/02/2024 17:00 Hrs.
7	Tender Fee to be paid via Online Payment Gateway mode only.	INR 5,000/- (Five Thousand INR)
8	Date Time and Place of opening of Technical Proposals	Will be intimated later to the qualified bidders
9	Date Time and Place of opening of Financial Proposals	Will be intimated later to the qualified bidders
10	Earnest Money Deposit (EMD) to be paid in form of Online Payment	INR 10,00,000(Ten lakhs only)
11	Performance Bank Guarantee (PBG) from Nationalized /Scheduled Bank	5% of the contract value valid up to 120 days from the date of the contract/work order.
12	Bid Validity Period	120 days from the last date (deadline) for submission of bids.
13	Contract Period*	2 (TWO) Months
15	Contact Details	
14	Member Secretary	

S.N.	Items	Description
		Maharashtra Pollution Control Board, Kalpataru Point, 3rd floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-24087295 Email ID: eic@mpcb.gov.in

Note:

1. Prospective Bidders may visit MPCB Office for any further information / clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission
2. *The contract period might vary in future due to unforeseen and unavoidable circumstances.

Tender Schedule:

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time
1	Release of E-tender	Department	27/01/2024	11:00	27/01/2024	17:00
2	E-tender Download	Bidders	27/01/2024	11:00	12/02/2024	17:00
3	Clarification for Pre-bid	Bidders	27/01/2024	11:00	02/02/2024	17:00
3	Pre-bid Meeting	Department	06/02/2024 15:00 Hrs.			
6	Bid Submission	Bidders	29/01/2024	11:00	12/02/2024	17:00
8	Envelope Opening Date (Tech Bid)	Department	14/02/2024	13:00	14/02/2024	17:00
9	Envelope Opening Date (Price Bid)	Department	To be announce later			
10	Presentation by the bidders	Department	To be announce later			

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

3.2 Purpose

Majhi Vasundhara Abhiyan was launched by Environment and Climate Change Department, Government of Maharashtra on 2nd October 2020. It is a unique integrated first ever exercise for urban and rural local bodies with the following adjectives:

- To identify and implement focused and scalable measures towards preservation and restoration of natural ecosystems and
- To encourage active citizen participation in different Climate Action initiatives.

More than 22,000 ULBs and PRIs are identified as a potential participant for the *Majhi Vasundhara Abhiyan 4.0 (2023-24)*. The *Abhiyan* will be conducted across twelve verticals i.e., Amrut Cities (O1: with population more than 10 lakhs), Amrut Cities (O2: with population between 3-10 lakhs), Amrut Cities (O3: with population between 1-3 lakhs), Municipal Councils- Nagar Panchayat(O1 with population between 50 thousand to 1 lakh), Nagar Panchayat(O2 with population between 25 thousand to 50 thousand), Nagar Panchayat(O3 with population between 15 thousand to 25 thousand), Nagar Panchayat(O4 with population less than 15 thousand), Gram Panchayats (O1: with population more than 10 thousand), Gram Panchayats (O2: with population between 5 thousand to 10 thousand), Gram Panchayats (O3: with population between 2.5 thousand to 5 thousand), Gram Panchayats (O4: with population between 2.5 thousand to 1.5 thousand), Gram Panchayats (O5: with population less than 1.5 thousand). The timeline for the Majhi Vasundhara Abhiyan 4.0 (2023-24) is from **1st April 2023 to 31st March 2024**.

The evaluation of the Majhi Vasundhara Abhiyan 4.0 (2023-24) will be done in two stages

- Stage 1: Desktop Assessment

- Stage 2: Field Assessment (Third party site visit for direct observation and citizen feedback)

The purpose of this RFP is to select an agency having required experience and expertise to conduct desktop assessment as per the Stage 1 evaluation process for Majhi Vasundhara Abhiyan 4.0 (2023-24) within the stipulated time frame.

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 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>. 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 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. Unsuccessful Bidder 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.
3. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to all Bidders (including the Successful Bidder(s)) without any accrued interest on it.
4. The Bid submitted without EMD or with EMD which does not conform to RFP clauses, mentioned in this document, will be summarily rejected.
5. 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.
6. 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 authority letter 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 the Bid

Cover 1 – Technical Bid.

The information to be submitted by the Bidders as cover 1 of their Bids as described in Annexure 1.

Cover 2 Price Bid.

The information to be submitted by the bidders in the Price Bid (Cover 2) is described in section 6.2 and given BoQ format.

The Bidders are requested to follow the Bid Submission process which is available in MPC Board's Website.

3.14 Bid Submission Instructions

1. 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			
S. No.	Document Type	Document Format	Online Submission
TRFP 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 with receipt/scanned copy to be submitted online with the proposal	Yes
3.	Technical Proposal	The Eligibility criteria Proposal shall be prepared in accordance with the requirements specified in Section 3.21 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

2. The following points shall be kept in mind for submission of bids.
 - a. 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/ content may lead to the rejections of the bid proposal submitted by the bidder.
 - b. 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.
 - c. 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.
 - d. 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.
- e. 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.
 - f. 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.
 - g. Proposals sent by fax/ post/ courier shall be rejected.
 - h. 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 representation 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 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 always 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 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 3.21 of the RFP are met. Incomplete or partial Proposals are liable for disqualification.
2. Bid Evaluation shall be conducted in two stages –
 - A. In the first stage, Technical Proposals shall be opened and evaluated as per the Eligibility criteria mentioned in Section 3.21 of the RFP.
 - B. 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 (in-person or virtually, as applicable) of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
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 Eligibility Criteria

S. N.	Eligibility Criteria	Document to be submitted
EC 1	The bidder "A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 since last 3 (THREE) years and organizations registered under Societies Registration Act 1860 or Indian Trusts Act 1882." Bidders can be Partnership Firm	<ul style="list-style-type: none">▪ Certificate of Incorporation▪ Copy of PAN Card▪ Copy of GST Certificate with GST Number (Annexure 1 – Document 1 to 7)

S. N.	Eligibility Criteria	Document to be submitted
EC2	The net worth of the bidder shall be at least INR 75 Lakhs as of 31 st March 2023.	<ul style="list-style-type: none"> ▪ To be certified by the Chartered Accountant ▪ To be submit Audited Profit & Loss Statement, to be certified by Chartered Accountant
EC 3	<p>The bidder shall have an experience of successfully completed similar work in past 5 years ending 31st December 2023 as defined below:</p> <p>One similar completed work with a contract value of INR 2.0 crore OR Two similar completed works, each with a contract value of INR 1.0 crore. OR Three similar completed works, each with a minimum contract value of INR 65 Lakhs.</p> <p>For the purposes of evaluation of responses to this RFP, similar work shall mean assignments qualifying all the following criteria:</p> <ul style="list-style-type: none"> ▪ assignments executed in India (should have been completed within the past 5 years, ongoing engagements which have started more than 6 months earlier than the date of submission of proposals for this RFP shall also qualify); and ▪ involving review and assessment of environmental performance of central government /state government / educational institutions / social sector organizations / national or international donor / PSU agencies shall qualify. The bidding organization shall have carried out such reviews against defined environmental KPIs. Involvement in environment related supporting domains such as ETP/STP/ Sanitation/ Waterbody quality etc. shall also be considered. <p>*However, there will be more weightage for orders in Environment</p>	<p>“Completion Certificate from Client” OR “Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid” shall be provided as supporting document for each project.</p> <p>“Completion Certificate from Client” OR “Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid” shall be considered as successful completion of work.</p> <p>The supporting documents shall mandatorily mention the value of project, quantity, and duration of the contract.</p> <p>(Annexure 1 – Document 10)</p>

S. N.	Eligibility Criteria	Document to be submitted
	domain and comparatively less weightage for related / supporting domains.	
EC 4	<p>The bidder shall have on its roles or associated with it through proper binding agreement Declaration from the HR as follows</p> <p>They have minimum ONE employees of Project Manager qualification and experience.</p> <p>They have minimum TWO employees of Team Lead qualification and experience.</p> <p>They have minimum TWELVE employees of Quality Assessment (QA) qualifications and experience.</p> <p>They have minimum of ONE HUNDRED AND FIFTEEN employees as Business Analyst.</p> <p>They have minimum of ONE employee as IT Office Assistant</p> <p>Balance resources as per minimum estimated will be on-boarded at least one week before start of the execution, with a binding contract for a minimum of three months</p>	Self-certification signed by the HR Department, on the company letter head as per format provided in Annexure 1.
EC 5	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 performance, corrupt, fraudulent or any other unethical business practices	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in Annexure 1

Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Eligibility criteria evaluation.

3.23 Evaluation of the Technical and Financial Proposals

- The technical bid will be analysed and evaluated, based on **Quality and Cost Based Score**. Marks shall be assigned to each bid based on parameters mentioned below.

- The Bidders in compliance 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.
- The marks awarded by the Evaluation Committee (EC) would be at its sole discretion and would be final. No plea of revision/reconsideration of the same shall be considered/entertained.
- The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score will get a weightage of 30%.
- Technical Bids receiving relative technical score greater than or equal to 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- Based on the scoring in the technical evaluation, only top 3 Bidders shall be considered eligible for opening of the Commercial bid.
- The technical bid will be analysed and evaluated, based on which the Relative Technical Score (RSTech) shall be assigned to each bid on the basis of parameters mentioned below.
- Relative Technical Score (RSTech) for each agency will be calculated as follows based on below parameters:

$$\text{RSTech} = T / \text{Thigh} * 100$$

Where: RSTech = Relative score obtained by the bidder

T = Technical score obtained by bidder

Thigh = Highest Technical score secured among the bidders

- Technical Bids receiving a RSTech greater than or equal to a score of 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- If less than 3 bidders qualify as per above criteria (RSTech \geq 70), MPCB reserves the right to short list maximum top 3 bidders subject to RSTech \geq 60.
- Financial proposal will be evaluated only in respect of those agencies which satisfy technical evaluation criteria.
- MPCB will determine whether the Financial Proposals are complete, and correct without any computational errors, if any.
- Relative Financial/Commercial Score (RSCom) for each bidder will be calculated as follows:

$$\text{RSCom} = \text{CLow} / C * 100$$

Where: RSCom = Relative score for Commercial Bid of the bidder

C= Commercial bid value of the bidder under consideration

C_{Low} = Lowest commercial bid value out of all the eligible commercial bids obtained.

- Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:

$$RS = RSTech \times 0.70 + RSCom \times 0.30$$

- The eligible bidder will be selected based on maximum Relative Score (RS) obtained.
- The bidder with the highest Relative Score (RS) will be awarded with the Work Order for the project.
- In case of a tie after the commercial evaluation stage, MPCB's decision will be final and will be based on marks scored in the technical evaluation only.
- 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 with the details, terms, and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects).
- 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.
- 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 its work and must cover the entire Contract Period.
- 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.
- If any successful bidder (L1) withdraws or is not ready for engagement for any reason, MPCB may invite the vendor with next successful bidder (L2) for engagement provided, L2 bidder is ready to accept the rate quoted by L1 bidder.
- MPCB may extend the validity of this contract based on the mutual consent with the successful bidder.
- The detailed roles and responsibilities of Selected Service Provider are mentioned in Scope of work.

- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- MPCB does not guarantee that all line items from Commercial Format shall be utilized by MPCB. The payment shall be made for only those line items which are used based on unit cost quoted for the item on actual work is undertaken.
- MPCB does not guarantee the number of urban local body, Gram Panchayats, to be covered under the project. The actual volume for the given items may vary.
- The Bidder needs to account for all expenses in the Financial Bid including 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.
- 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.
- 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.
- The rates specified by the Bidder in this RFP for all line items shall be valid for entire duration of contract.
- The Commercial Proposal shall not contain any technical information.

Sr	Criteria	Graded marks	Max. marks	Testimonial to be provided
1	Organisation's Capability		50	
A	Financial Capability (Turnover for FY 22-23)	5		CA Certificate to be submitted
	Turnover > INR 5 Cr	5		
	Turnover ≤ INR 5 Cr but ≥ INR 3 Cr	3		
	Turnover ≤ INR 3 Cr but > INR 2 Cr	1		
B	Qualification and Experience of Key Technical Resources (For details, pls refer Note and table below**)	35		The list of No of resources to be submitted duly Certified by HR department of the Bidder
	Project Manager	10		

	Team Lead	8		
	QA Lead	8		
	Business Analyst	5		
	IT Office Assistant	4		
C	Organisation Certificate	5		
	Certification applicable to survey and assessments. E.g.-ISO Certification, Survey Certifications	5		
D	IT Infrastructure and Capabilities	5		
	Number of Computers	2		
	Active High-Speed internet connection	2		
	Data Storage Capability	1		
2	Past Performance (Orders executed in Last FIVE Years ending on December 2023)		35	“Completion Certificate from Client” OR “Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid” shall be provided as supporting document for each project.
A	Order for Survey, Data collection & analysis Projects	5		
	Orders 5+	5		
	Orders ≤5 but ≥3	3		
	Orders ≤3 but >1	1		
B	Orders for environment related / supporting domains such as ETP / STP / Sanitation / waterbody quality etc. However, there will be more weightage for orders in the Environment domain and comparatively less weightage for related / Supporting domains.	20		
	Marks for Order for Environmental Implementation Assessment Projects (Max orders 5) OR Marks for Order for Environment related / supporting domains (Max orders 5)	2 Mark each Work Order		
C	Order for Environmental Management Plans / Reviews	10		
	Orders 5+	10		
	Orders ≤5 but ≥3	5		
	Orders ≤3 but >1	2		
3	Presentation on methodology of executing the project***		15	
	Total		100	

** The percentage distribution of points for qualifications and competence of the key professional staff for the assignment are:

Sr	Weightage Criteria	Percentage Weightage
1	Educational qualifications	25%

2	Years of Experience	25%
2	Relevant experience for the project	Number of projects more than 5: 50% Number of projects between 3 and 5: 25% Number of projects less than 3: 0%

The minimum required resources and their respective experience of proposed key professional staff is:

Sr	Key professionals (Min Resources)	Qualifications	Area of Specific Expertise
1	Project Manager (1 No.)	Postgraduate in Environmental Science / Environmental Engineering / Mechanical Engineering / Electrical Engineering / Civil Engineering or PGDM/MBA with a professional experience of minimum 15 years.	Experience in Environment related projects especially implementation Assessment, Surveying, Environmental Footprint, Data Analytics, Project Management, Environment Management Planning (EMP) with leadership qualities to lead the team effectively.
2	Team Lead (2 No.)	Postgraduate in Environmental Science / Environmental Engineering / Mechanical Engineering / Electrical Engineering / Civil Engineering with a professional experience of minimum 10 years.	Experience in Environment related projects especially implementation Assessment, Surveying, Environmental Footprint, Data Analytics, Project Management, Environment Management Planning (EMP) with leadership qualities to lead the team effectively.
4	QA Lead (12 No.)	Postgraduate / Graduate in Environmental Science / Environmental Engineering / Mechanical Engineering / Electrical Engineering / Civil Engineering with a professional experience of minimum 5 years.	Experience in Environment sector particularly Environment Assessment and Surveying, Data Management and Development of task specific action plans.
4	Business Analyst (115 No.)	Postgraduate / Graduate in Environmental Science / Environmental Engineering / Data Analysis/ Mechanical Engineering / Electrical Engineering / Civil Engineering/ IT engineer/ Data engineer	Experience in Field survey and Data Collection in environment related projects, Data analysis and Data visualisation of field survey data of Amrut cities/Councils/Nagar Panchayats/Gram Panchayats at local level, projections, creation of urban and rural database using primary sources. Strong practical

		with a professional experience of minimum 3 years.	experience in Excel and excellent communication skills are desirable.
5	IT Office Assistant (1 No.)	Graduate in any discipline with basic computer skills and MSCIT Certificate course or equivalent with a minimum experience of 1 year	Experience in overseeing administrative support, resolving IT issues and troubleshooting, data entry and ensuring smooth delivery of technology services.

***** The marking criteria for the presentation is as follows:**

Sr	Marking criteria	Maximum Marks
1	Understanding Scope of Work – demonstrated through understanding of MVA 4.0 toolkit on this portal https://majhivasundhara.in/en/majhi-vasundhara-abhiyan	2
2	Challenges envisaged / identified for execution and their mitigation strategies.	2
3	Proposed Execution Methodology with a detailed explanation on the following: <ul style="list-style-type: none"> ▪ Resource deployment plan; ▪ Approach to carry out evaluation in a time bound manner; ▪ Quality control and Review mechanism; ▪ Methodology for consolidation of results; and ▪ Demonstrating subject matter expertise related to environmental impacts and assessments. 	5
4	Execution Timelines with justifications: Day-wise plan to be developed and demonstrated with expected outcomes and deliverables for each day.	2
5	Proposed reporting and Project Handover including approach for sharing detailed evaluation criteria and assessments carried out.	3
6	Value Additions / differentiators that will benefit Govt:	1

3.24 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.

3.25 Bid Validity

1. The offer/proposals submitted by the Bidders shall be valid for minimum period of 120 days after the last 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. In event of such extension, Bidders shall submit new Bank Guarantee submitted as EMD to cover the extended period of validity of their bids.
5. 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.
6. 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.

3.26 Bid Prices

The vendor must quote for financial costing Indian Rupees as per format given for financial bid in this tender document.

3.27 Bid Currency

The rates quoted shall be in Indian Rupees only.

3.28 Price and Information

1. The bidder shall quote for this project as per the requirements of the RFP.
2. All the prices will be in Indian Rupees.
3. The bidder should quote the fee considering all costs including the costs 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.
4. The bidder should separately quote for all taxes, duties, charges, and levies as 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 Signature

1. A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document.
2. All obligations committed by such signatories must be fulfilled.

3.30 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 have 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 to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of MPCB.

3.31 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 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.

3.32 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.

3.33 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 initialed by person signing the Bid form.

3.34 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.

3.35 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.

3.36 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.

3.37 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.

3.38 Award Criteria

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

3.39 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.

3.40 Letter of Intent

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).

3.41 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.

3.42 Term of Contract Agreement

1. The term of this Contract shall be a period of the period of 2 (TWO) months from the date of signing of this Agreement, extension will be subjected to the mutual consent of both the parties and based on 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. Post the term defined above, MPCB reserves the right to extend the contract with the existing agency based on mutual agreement between MPCB and the agency for a period of 1 month (One month).

**The contract period might vary in future due to unforeseen and unavoidable circumstances.*

3.43 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.

3.44 Non-Disclosure Agreement (NDA)

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

3.45 Performance Bank Guarantee (PBG)

1. Performance Bank Guarantee is governed for supplies and services as follows:
 - a. The bidder shall carry out the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidder on payment of Performance Bank Guarantee in the form of a Bank Guarantee.
2. The 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 of value and validity 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.
 - 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.

3.46 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. Based on the revised scope, payment shall be calculated based on unit prices 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 on monthly basis on the actual completion of scope of work and deliverables by the Bidder to MPCB's satisfaction.
4. The decision of MPCB shall be final and binding upon the SSP.

3.47 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.

Section II: Scope of Work

4. Scope of Work

The Majhi Vasundhara Mission Office, in consultation with stakeholders had finalized indicators and sub indicators on Action Areas in Majhi Vasundhara Abhiyan 4.0 (2023-24). The office had also developed the desktop assessment toolkit and marking system for the Abhiyan. The mission office developed a MIS system for the Majhi Vasundhara Abhiyan 4.0 (2023-24), where the participants need to feed up the data along with required documentations as prescribed in Majhi Vasundhara Abhiyan 4.0 (2023-24) Desktop assessment Toolkit.

For details refer to - <https://majhivasundhara.in/en/majhi-vasundhara-abhiyan>

The survey agency will deploy appropriate no. of staff with hands on experience in carrying out quantitative and qualitative desktop assessment. It is highly desirable that the agency has a national or regional presence in terms of office, staff, etc.

The firm should also have demonstrated experience in data processing and quality assurance systems.

The scope of work can be classified as: -

1. The agency will have to evaluate the MIS data indicator-wise along with the documentation as submitted by the participant. They will ensure the validation of the same.
2. The agency must follow the defined relative marking system for the applicable indicators and sub-indicators and ensure it will be fair for all local bodies.
3. After verification of the documents and the MIS data the agency will have to do quantitative and qualitative analysis of the data and provide marks as prescribed in the toolkit.
4. Based on the marks the agency needs to shortlist participants for the next stage under twelve verticals i.e., Amrut Cities (O1: with population more than 10 lakhs), Amrut Cities (O2: with population between 3-10 lakhs), Amrut Cities (O3: with population between 1-3 lakhs), Municipal Councils- Nagar Panchayat(O1 with population between 50 thousand to 1 lakh), Nagar Panchayat(O2 with population between 25 thousand to 50 thousand), Nagar Panchayat(O3 with population between 15 thousand to 25 thousand), Nagar Panchayat(O4 with population less than 15 thousand) Gram Panchayats (O1: with population more than 10 thousand) and Gram Panchayats (O2: with population between 5 thousand to 10 thousand), Gram Panchayats (O3: with population between 2.5 thousand to 5 thousand), Gram Panchayats (O4: with population between 2.5 thousand to 1.5 thousand), Gram Panchayats (O5: with population less than 1.5 thousand).

5. Detailed Data analysis reports for each thematic areas for different categories i.e., State-level analysis, Division-wise, District-wise, Indicator-wise, Vertical-wise.
6. Data analysis reports in graphical and excel formats for aforementioned categories.
7. Majhi Vasundhara 4.0 Accomplishment/Impact (such as no. of trees planted, amount of carbon abated, total capacity of solar panels installed, etc.) to be prepared before 1st June 2024.

The brief scope of work is as follows:

1. To verify documents submitted by the ULB/PRI in Majhi Vasundhara Abhiyan 4.0 (2023-24). MIS along with the submitted data.
2. After verification of documents, conduct detail evaluation for each ULB/PRI to ensure marking as per Majhi Vasundhara Abhiyan 4.0 (2023-2024) Toolkit.
3. To shortlist ULB/PRI under twelve verticals of Majhi Vasundhara Abhiyan 4 for the next stage evaluation based on the above two stages.
4. To provide status reports to MPCB officials detailing the project status and MIS reports every day.
5. To Coordinate with Majhi Vasundhara team as appointed by MPCB to resolve issues pertaining to individual ULB/PRI.

4.1 Detailed Scope of Work

The agency must examine all the indicators of all five thematic areas. They should download the excel sheets for applicable indicators, verify all the links in the excel sheets and enable the Field Assessment team by providing required number of location links to them. In the similar manner, all the supporting documents must be downloaded, and validation of quantitative and qualitative information filled by the local body in the MIS must be undertaken by the agency.

A. The indicators and assessment criteria are as follows:

URBAN:

EARTH(BHUMI)-Action points		Assessment Type	Assessment Criteria
1.1	Green Cover and Biodiversity		
1.1.1	Trees planted and survived during Majhi Vasundhara Abhiyan 4.0	Quantitative	Relative Marking based on the number of trees planted and cared for, upkeep of previously planted in MVA 1.0,2.0,3.0 and

			indigenous trees in the local body.
1.1.2	Tree Census with geo-tagging – Preparation and Publication	Quantitative & Qualitative	The evaluation will be based on the progress of tree census preparation and its publication along with the geo-tagging.
1.1.3	The Maharashtra (Urban Areas) Protection and Preservation of Trees Act 1975 - Implementation	Quantitative	The evaluation will be based on the compliances to The Maharashtra (Urban Areas) Protection and Preservation of Trees Act 1975
1.1.4	Creation of Nursery	Quantitative	Relative marking followed by the evaluation based on the cumulative capacity of the nursery, CNCA and number of saplings present and/or sold (Height above 4ft)
1.1.5	Newly created green areas and their maintenance	Quantitative	The evaluation will be done based on the number of green areas created and maintained under upkeep.
1.1.6	Tree Plan: A plan to achieve minimum 33% green cover	Qualitative	The evaluation will be based on the status of the tree plan and its implementation along with a "Land Usage Map" showing the existing green land use.
1.1.7	People's Biodiversity Register Preparation and Documentation	Quantitative & Qualitative	The evaluation will be based on the steps taken by the local body for preparation and documentation of PBR along with the creation of action plan
1.1.8	Soil as Carbon sink	Quantitative & Qualitative	Evaluation will be based on the initiatives taken by the local body to promote soil as carbon sink through processing wet waste into compost, its usage and getting Harit Brand Certification.

EARTH(BHUMI)-Action points	Assessment Type	Assessment Criteria
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1.2	Solid Waste and Management		
1.2.1	Solid waste Management-segregation at source and collection	Quantitative & Qualitative	The evaluation will be based on percentage of solid waste segregated and collected at source. Checking of valid GFC star rating certification.
1.2.2	SWM: Wet waste processing	Quantitative & Qualitative	The evaluation will be based on percentage of wet waste processed through composting and biogas and checking of logbooks and monthly reports
1.2.3	SWM: Dry Waste Processing/Disposal	Quantitative & Qualitative	The evaluation will be based on percentage of dry waste processed/disposed scientifically and checking of logbooks and monthly reports
1.2.4	Scientific treatment of legacy solid waste	Quantitative & Qualitative	The evaluation will be based on the percentage of legacy solid waste processed scientifically and land reclaimed for recreational purpose
1.2.5	Plastic Waste Management (Ban on Single Use Plastic)	Qualitative & Quantitative	Relative marking based on the initiatives taken by the local body to implement the ban on the use of Single Use Plastic along with use of alternative to SUP.
1.2.6	Bio-medical waste Management	Qualitative & Quantitative	Relative Marking based on the percentage of biomedical waste disposed.
1.2.7	E-waste management	Qualitative & Quantitative	Relative Marking based on the awareness activities on proper segregation of e-waste and amount of e-waste processed scientifically and responsibly.
1.2.8	ODF Status	Quantitative	The evaluation will be based on the status of the ODF certification.

AIR(VAYU)-Action points		Assessment Type	Assessment Criteria
2.1	Air quality monitoring- MoEFCC Recognized Labs and NABL Accredited Labs	Qualitative & Quantitative	The evaluation will be done based on the number of valid air quality monitoring report from the MoEFCC/NABL accredited labs. Additionally, Relative marking on the basis of number of Air Quality Monitoring stations (with/without) visible public display.
2.2	Reduction of Air Pollution		
2.2.1	Initiative towards banning of firecrackers	Qualitative & Quantitative	Relative marking for evaluation will be based on the initiatives taken to implement a ban on burning of firecrackers during festival.
2.2.2	Promotion of good habits in citizen - Creation of cycling track	Quantitative	Relative Marking based on the length of newly created obstruction free cycling track and its maintenance as an upkeep
2.2.3	C&D waste management	Qualitative & Quantitative	The evaluation will be done based on storage, transportation, segregation, percentage of construction sites having appropriate cover, and percentage reuse of the C&D waste
2.3	Effective implementation of EV Policy		
2.3.1	Effective implementation of EV Policy: Electric Vehicles	Quantitative	Relative Marking based on the number of Electric Vehicles- 2W, 3W, 4W etc. registered, purchased and % of public transport and last mile delivery available
2.3.2	EV Charging stations	Quantitative	Relative Marking based on the number of EV Charging stations, % of EV Charging stations with renewable energy, and upkeep of charging stations created during MVA 2.0, 3.0

2.4	Awareness on Climate Change	Quantitative	Relative marking for evaluation based on the awareness activities regarding Climate Change and youth participation in the activities.
2.5	Compliance with Race to Zero (For AMRUT Cities only) *	Qualitative Quantitative	The evaluation will be based on the submission of CDP Report and relative marking on the basis of attendance at workshop/events organized by GoI, GoM, C40, WRI, etc.

WATER(JAL)-Action points		Assessment Type	Assessment Criteria
3.1	Water Resource Conservation and Rejuvenation	Quantitative	Relative Marking based on the number of waterbodies rejuvenated and subsequently water storage capacity added.
3.2	Fresh water consumption Monitoring & Reduction		
3.2.1	Water Audit for Public Buildings	Quantitative	The evaluation will be based on the % of government buildings with water audit conducted and relative marking on the status of water audit recommendations implemented.
3.2.2	Water Audit for Water Supply System	Qualitative	The evaluation will be based on Water audit of water supply system conducted and if water audit recommendations are implemented
3.3	Rainwater harvesting & percolation		
3.3.1	Rainwater harvesting in public buildings	Quantitative	The evaluation will be done based on the % of public building with RWH systems, along with relative marking on the amount of rainwater harvested.
3.3.2	Rainwater percolation pits.	Quantitative	Relative Marking based on number of new percolation pits creation and upkeep of the previous ones created during MVA 1.0, 2.0, 3.0.

3.4	Well rejuvenation	Quantitative Qualitative	The evaluation will be based on the identification and rejuvenation of dysfunctional well.
3.5	Sewage Treatment and reuse of treated water	Quantitative & Qualitative	The evaluation will be based on the working condition and the capacity usage of the STP/FSTP along with the reuse of the treated water and water quality report.
3.6	Reduction of water pollution during festivals	Qualitative & Quantitative	Relative Marking based on the promotion of the eco-friendly immersion and the number of immersion spots created, along with report on worship material handling pre and post immersion
3.7	Promotion of eco-friendly idols during festivals	Quantitative	Relative Marking based on the number of promotional activities undertaken and the percentage of eco-friendly idols worshiped individually and in community
3.8	Wetland Conservation	Qualitative	The evaluation will be based on local body's initiative to prepare the brief document for wetlands that fall under its jurisdiction.

ENERGY(AGNI)-Action points		Assessment Type	Assessment Criteria
4.1	Promotional and awareness generation activities to encourage use of renewable energy sources	Quantitative	Relative marking based on the number of promotional activities undertaken by the local body quarterly.
4.2	Adoption of Low Carbon Electricity		
4.2.1	LED Streetlights	Quantitative	The evaluation is based on the percentage of LED Streetlights in the local body.
4.2.2	Solar installation on public and private buildings	Quantitative	Relative marking based on the capacity of solar installations on public/private buildings along with total capacity of

			solar water heaters in the local body.
4.2.3	Number of green buildings	Qualitative & Quantitative	Relative marking based on the number of new green buildings, conversion of existing buildings to green buildings, and buildings with Platinum/Green-rated status during Majhi Vasundhara Abhiyan 4.0.
4.2.4	Energy audit of public buildings	Qualitative & Quantitative	The evaluation will be based on the percentage of public buildings with energy audit report and relative marking on implementation of energy audit recommendations.

ENHANCEMENT(AKASH)-Action points		Assessment Type	Assessment Criteria
5.1	E-Pledge Registration and Compliance	Qualitative & Quantitative	Relative Marking based on the number of E-Pledge registered, complied (Individually and in a Group) and upkept on the MV portal.
5.2	Promotion of Majhi Vasundhara by conducting awareness events, competitions and use of social media	Qualitative & Quantitative	Relative Marking based on the number of awareness events conducted by the local body, engagement on social media, usage of eco-friendly material, and Mission LiFe logo usage related to MVA 4.0.
5.3	Participation of Youth and Identification of Paryavaran Doot	Quantitative	Relative Marking based on the number of Paryavaran doot identified by the local body, youth participation, events conducted during MVA 4.0.
5.4	Paryavaran Seva through School Participation	Qualitative & Quantitative	Relative marking on the basis of the environmental activities implemented through School's participation and student's initiatives.

5.5	Promulgating Majhi Vasundhara principles in public areas	Quantitative	The evaluation will be based on the number of new and innovative spots developed and upkept (maintained and refurbished) with focus on Majhi Vasundhara Principles
5.6	Alternate Funding Channels – through Corporate Social Responsibility (CSR) and community participation	Quantitative	Relative Marking based on the number of Majhi Vasundhara initiatives and amount mobilised through alternate funding channels.

RURAL

EARTH(BHUMI)- Action points		Assessment Type	Assessment Criteria
1.1	Green Cover and Biodiversity		
1.1.1	Trees planted and survived during Majhi Vasundhara Abhiyan	Quantitative	Relative Marking based on the number of trees planted and survived, indigenous trees in the local body and upkeep of previously planted in MVA 1.0,2.0,3.0
1.1.2	Tree Census with geotagging – Preparation and Publication	Qualitative & Quantitative	The evaluation will be based on the progress of tree census preparation and its publication along with the geotagging and checking of published heritage tree list
1.1.3	Creation of Nursery	Quantitative	The evaluation will be based on the cumulative capacity of the nursery and number of saplings present and sold having height above 4 ft.
1.1.4	Newly created green areas and their maintenance	Quantitative	The evaluation will be done based on the number of new green areas created and upkeep of previously created green areas in MVA 1.0, 2.0, 3.0
1.1.5	People’s Biodiversity Register preparation and documentation	Qualitative & Quantitative	The evaluation will be based on the steps taken by the local body for preparation and

			documentation of PBR along with the creation of action plan.
1.1.6	Soil as Carbon sink	Qualitative & Quantitative	Evaluation will be based on the initiatives taken by the local body to promote soil as carbon sink through processing wet waste into compost

EARTH(BHUMI)- Action points		Assessment Type	Assessment Criteria
1.2	Solid Waste and Management		
1.2.1	Solid Waste Management-segregation at source and collection	Quantitative & Qualitative	The evaluation will be based on the percentage of solid waste segregated and collected at source through monthly reports
1.2.2	SWM: Wet waste processing	Quantitative & Qualitative	The evaluation will be done based on percentage of wet waste processed through composting and biogas and checking of logbooks and monthly reports
1.2.3	SWM: Dry Waste Processing/Disposal	Quantitative & Qualitative	The evaluation will be done based on percentage of dry waste recycled/ treated/ Scientifically disposed and checking of logbooks and monthly reports
1.2.4	Scientific treatment of legacy solid waste	Quantitative & Qualitative	The evaluation will be based on the percentage of legacy solid waste processed scientifically and land reclaimed for recreational purpose
1.2.5	Plastic Waste Management (Ban on Single Use Plastic)	Qualitative & Quantitative	Relative marking evaluation will be based on the initiatives taken by the local body to implement the ban on the use of Single Use Plastic along with use of alternative to SUP.

1.2.6	Bio-medical waste Management	Qualitative & Quantitative	Relative Marking based on the percentage of biomedical waste disposed.
1.2.7	E-waste Management	Qualitative & Quantitative	Relative Marking based on the awareness activities on proper segregation of e-waste and amount of e-waste processed scientifically and responsibly.
1.2.8	ODF status	Qualitatively	The evaluation will be based on the status of the ODF certification

AIR(VAYU)-Action points		Assessment Type	Assessment Criteria
2.1	Air quality monitoring- MoEFCC Recognized Labs and NABL Accredited Labs	Qualitative & Quantitative	The evaluation will be done based on the number of valid air quality monitoring report from the MoEFCC/NABL accredited labs. Additionally, Relative marking on the basis of number of Air Quality Monitoring stations (with/without) visible public display.
2.2	Reduction of Air Pollution		
2.2.1	Initiatives towards banning firecrackers	Qualitative & Quantitative	The evaluation will be done based on the activities undertaken by the local body to implement the ban on firecrackers.
2.2.2	Agricultural waste management (stubble/open burning of the agricultural waste)	Qualitative & Quantitative	The evaluation will be done based on initiatives undertaken by the local body to curb open burning of agricultural/farm waste.
2.2.3	Gas connection	Quantitative	Relative Marking based on the number of new gas connections and the existing ones in previous MVA.
2.3	Effective implementation of EV Policy		

2.3.1	Effective implementation of EV Policy: Electric Vehicles	Quantitative	Relative Marking based on the number of Electric Vehicles-2W, 3W, 4W and % of public transport
2.3.2	EV Charging stations	Quantitative	Relative Marking based on the number of EV Charging stations, % of EV Charging stations with renewable energy, which having functional charging points and upkeep
2.4	Awareness on Climate Change	Quantitative	Relative marking for evaluation based on the awareness activities regarding Climate Change and youth participation in the activities.

WATER(JAL)- Action points		Assessment Type	Assessment Criteria
3.1	Water Resource Conservation and Rejuvenation	Quantitative	Relative Marking based on the number of waterbodies rejuvenated, number of newly created waterbodies and subsequently water storage capacity added, along with CCT and Deep CCT projects
3.2	Fresh water consumption Monitoring & reduction		
3.2	Water Budgeting and Auditing	Qualitative	Evaluation will be based on the list of activities undertaken by the Gram Panchayat to conserve water including preparation and submission of water budget report, action taken as per the water budget report and Local body's water system audit.
3.3	Rainwater harvesting & percolation		
3.3.1	Rainwater harvesting in public buildings	Quantitative	The evaluation will be done based on the % of public buildings with RWH system and Relative Marking on the basis of rainwater harvested during MVA 4.0

3.3.2	Rainwater percolation pits.	Quantitative	Relative Marking based on number percolation pits created during MVA 4.0 and upkeep of the same in all three previous MVAs.
3.4	Well rejuvenation	Qualitative & Quantitative	The evaluation will be based on the identification and rejuvenation of dysfunctional well.
3.5	Sustainable Farming	Quantitative	Relative Marking based on the % of farmland covered under drip irrigation and organic farming
3.6	Jal Jeevan Mission	Quantitative	Relative Marking based on the percentage of households/schools and anganwadis with piped water supply
3.7	Reduction of water pollution during festivals	Qualitative & Quantitative	Relative Marking based on the promotion of the eco-friendly immersion, the number of immersion spots created, and related waste management
3.8	Promotion of eco-friendly idols during festivals	Quantitative	Relative Marking based on the number of promotional activities undertaken and percentage of eco-friendly idols worshiped individually and in community
3.9	Wetland Conservation	Qualitative	The evaluation will be based on local body's initiative to prepare the brief document for wetlands that fall under its jurisdiction.

Energy(AGNI)-Action points		Assessment Type	Assessment Criteria
4.1	Promotional and awareness for Renewable Energy Activities	Quantitative	Relative marking based on the number of promotional activities undertaken by the local body quarterly

4.2 Adoption of Low Carbon Electricity			
4.2.1	LED Streetlights	Quantitative	The evaluation will be based on the percentage of LED Streetlights in the local body.
4.2.2	Solar installation on public and private buildings	Quantitative	Relative marking based on the number and upkeep of solar installations
4.2.3	Bio-gas plants as a source of renewable energy	Quantitative	Relative marking based on biogas plants and capacity of functional biogas plants.
4.2.4	Solar Pumps	Quantitative	Relative marking based on solar pump connections during and before MVA 4.0
4.2.5	Decentralized Solar Energy Plants	Quantitatively	Relative marking based on the capacity of the decentralized solar energy plants during and before MVA 4.0.

ENHANCEMENT(AKASH)-Action points		Assessment Type	Assessment Criteria
5.1	E-Pledge Registration and Compliance	Qualitative & Quantitative	Relative Marking based on the number of E-Pledge registered, complied (Individually and in a Group) and upkeep on the MV portal.
5.2	Promotion of Majhi Vasundhara by conducting awareness events, competitions and use of social media	Qualitative & Quantitative	Relative Marking based on the number of awareness events conducted by the local body, engagement on social media, usage of eco-friendly material, and Mission LiFe logo usage related to MVA 4.0.
5.3	Participation of Youth and Identification of Paryavaran Doot	Quantitative	Relative Marking based on the number of Paryavaran doot identified by the local body, youth participation, events conducted during MVA 4.0.
5.4	Paryavaran Seva through School Participation	Qualitative & Quantitative	Relative marking on the basis of the environmental activities implemented through School's and student's initiatives.

5.5	Promulgating Majhi Vasundhara principles in public areas	Quantitative	The evaluation will be based on the number of new and innovative spots developed and upkept with focus on Majhi Vasundhara Principles
5.6	Alternate Funding Channels – through Corporate Social Responsibility (CSR) and community participation	Quantitative	Relative Marking based on the number of Majhi Vasundhara initiatives and amount mobilised through alternate funding channels.

B. Required team structure

As per internal assessment minimum resources required to execute this assignment in the given time frames following minimum manpower resources will be required and are a **MUST**. However, bidders are requested to conduct their own assessment of the manpower required and may quote for higher number of resources.

Such resources may be mentioned in the technical proposal and the final order to the successful bidder would be released based on these resources.

Role	Requirement	Responsibility
Project Manager	1	<ol style="list-style-type: none"> 1. Shall oversee the team and shall be responsible for all communications/ interaction with Majhi Vasundhara Mission office. 2. Shall be responsible for supervising the conduct of the entire scope of work under this RFP. 3. Shall be the single point of contact (SPOC) for Majhi Vasundhara team from the agency. 4. Shall review and edit all deliverables to the satisfaction of Majhi Vasundhara Mission Office 5. Shall work with Majhi Vasundhara team to fine tune and refine the deliverables 6. Shall implement the relative marking system and shall be accountable for the results. 7. Shall be responsible for daily coordination with the Client on behalf of the Agency, ensuring recording and relaying of communications.

		8. Shall be responsible for submission of final analysis of all the reports as mentioned under Scope of Work section.
Team Lead	2	<ol style="list-style-type: none"> 1. Shall be responsible for the leading the QA Leads. 2. Shall be responsible for assuring quality of assessment throughout the process. 3. Shall ensure regular reporting about progress to Project Manager. 4. Shall be responsible to ensure the assessments are carried out in alignment with specifications of MVA 4.0 toolkit. 5. Shall oversee the timely completion of all the deliverables.
QA Lead	12	<ol style="list-style-type: none"> 1. Shall be responsible for Quality Control of the project. 2. Shall be responsible for coordination and reviewing the work of business analysts and ensure quality output to the satisfaction of Majhi Vasundhara Mission Office. 3. If certain results/markings are “out of band”, shall initiate necessary actions to ensure maximum quality and correctness. 4. Will be responsible for final scrutiny and marking for the participant ULB/PRI 5. Will be responsible for final marks calculation and shortlisting of the same for the next stage evaluation of Majhi Vasundhara Abhiyan 4.0 (2023-24).
Business Analyst	115	<ol style="list-style-type: none"> 1. Shall be responsible for the document verification, scrutiny and evaluation of MIS data as per Majhi Vasundhara Abhiyan 4.0 (2023-24) desktop assessment toolkit.

		<p>2. Will be responsible for initial marking for the participant ULBs/PRIIs.</p> <p>3. Will be responsible for indicator-wise Quantitative and Qualitative analysis.</p>
IT Office Assistant	1	<p>1. Will be responsible for the maintenance of the hardware and software's of the systems (laptops/dongles) to ensure uninterrupted evaluation process.</p> <p>2. Will also be responsible for troubleshooting the issues related to laptops/systems if there is any during the evaluation period.</p>

4.2 Project Period & Deliverables

Sr No	Deliverables	Submission deadlines
1	Resources & Infrastructure Mobilization & Capacity Building specific to the project.	24 th March 2024 to 1 st April 2024
2	Conduct detail document verification as per Majhi Vasundhara Toolkit	6 th April 2024 to 25 th April 2024
3	Conduct detail Evaluation and marking as per Majhi Vasundhara Toolkit	6 th April 2024 to 25 th April 2024
4	Ranking of participants under twelve Verticals along with detailed indicator wise and aggregated scores	25 th April 2024 to 30 th April 2024

Note: During the assessment period, the MPCB/Majhi Vasundhara team will take a review with the project manager of the contractor twice a week, to understand the quality of work done as per the tender scope. In case of failure in delivery of tender scope, the agency will be penalized with the defined clause – 4.4.

***The project period might vary in future due to unforeseen and unavoidable circumstances.**

MPCB responsibilities:

- Necessary hardware, software, printers, and other allied infrastructure including the internet need to be provided by the bidder from the first day of execution.
- MPCB will appoint a SPC or management committee for smooth execution of the project.
- The successful bidder will have to periodically report to such authority.

4.3 Delay in Project schedule

- The services under the contract shall be provided in accordance with the delivery schedule specified in the RFP. If at any time during performance of the contract, the successful vendor should encounter conditions impeding timely delivery of the goods/services, the SSP shall promptly notify MPCB in writing of the full fact about the delay, its likely duration, and cause(s).
- The MPCB will consider genuine request for extension of time of completion considering the reasons for such extension and grant extension of time as per decision of the department.
- The 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 bidder.

4.4 Penalty

The date of delivery of the services stipulated in the acceptance of RFP shall be the essence of the contract and delivery shall be completed no later than the dates specified therein. Extension of time shall only be granted if MPCB is convinced about the cause stated by the Vendor, or the cause of the delay is not in the control of the Vendor.

In case of delay in deliverables MPCB shall be entitled to recover 0.5% of the contract value per day.

**It is expected that the submission of the final report of evaluation and marking as per MVA 4.0 must be done by 26th April 2024 to the Majhi Vasundhara Mission Directorate and MPCB office.*

4.5 Payment Schedule

1. The Service Provider shall be eligible to receive remuneration in accordance with the Terms of Payments and monthly rate quoted by the bidder.
2. The payment will be done based on the deliverables*.
3. The Service Provider shall submit invoices to the authority approved by MPCB along with the Status Report, deliverables and Payment Certificate duly signed by authority approved by MPCB for release of payments.

4. The Payment Certificate format shall be as per the approval of MPCB.
5. MPCB shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider where the MPCB disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the RFP. Any exercise by the MPCB under this section shall not entitle the Service Provider to delay or withhold the services.
6. All payments agreed to be made by the purchaser to the Service Provider in accordance with the Bid shall be exclusive of all statutory levies, duties, taxes, and other charges whenever levied/applicable.
7. The Service Provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract.

Target, Milestone, or Reporting Deliverable	Amount in INR
Upon submission and approval of detailed work plan	20%
Upon evaluation and validation of all data and documents available on Majhi Vasundhara Abhiyan 4.0 MIS submitted by all participating local bodies (in the form of Validation Analysis Report), Qualitative and Quantitative assessment, assignment of scores and ranks to all participating local bodies as per Majhi Vasundhara 4.0 Toolkit followed by assessment and acceptance of ranking by MPCB and Majhi Vasundhara Abhiyan Directorate.	30%
Upon submission of Overall Ranking Analysis Report, Detailed Data analysis reports for each thematic areas for different categories (State-level analysis, Division-wise, District-wise, Indicator-wise, Vertical-wise) along with Majhi Vasundhara 4.0 Accomplishment/Impacts Report (such as no. of trees planted, amount of carbon abated, total capacity of solar panels installed, etc.)	50%

**The project period might vary in future due to unforeseen and unavoidable circumstances.*

4.6 Exit Management

1. Vendor shall hand over the entire project asset created during the Implementation for successful handover of the project. This process will be initiated 15 days before the ending of the project contract.
 - Detailed inventory of all the assets, Infrastructure, source code, its location, condition, licenses, documents, manuals, etc. created under the Project.
 - Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
 - Proposal for necessary setup or institution structure required at MPCB level to effectively maintain the project after contract ending.
 - Training and handholding of MPCB Staff or designated officers for maintenance of project after contract ending.
2. MPCB will approve this plan after necessary consultation and start preparation for transition.

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

5. Annexure -1: Documents to be submitted in Technical BID

Document No.	Description	Submitted (Yes/No)
Document 1	Format for Bid Submission Covering Letter	
Document 2	Copy of Tender Fees	
Document 3	Copy of EMD	
Document 4	Format for Bidder Details	
Document 5	Certificate of Incorporation	
Document 6	Copy of PAN Card	
Document 7	Copy of GST Certificate with GST Number	
Document 8	Format for Turnover	
Document 9	Audited Profit & Loss Statement	
Document 10	Format to Project Citation	
Document 11	Format for proposed resource deployment	
Document 12	Format for providing Employee Details	
Document 13	Format for Non-Blacklisting	

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

Tel:

Mail id:

Subject: Bid Submission Cover Letter for- Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24)

RFP Reference No: MPCB

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 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 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 and Certified Auditor>>

TO WHOMSOEVER IT MAY CONCERN

Bidder Information (Sole Bidder)

S. N.	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)	
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

(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

Tel:

Mail id:

Subject: Turnover details for Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 2023-24.

RFP Reference No: MPCB/

Dear Sir,

Please find below details of annual turnover of <<Firm's Name>> for last three years. We have also submitted the Audited Profit/Loss Statement for **FY 2020-21, FY 2021-22, and FY 2022-23** and other relevant documents as prescribed in this Tender document-

S. N.	Financial Year	Formula	Turnover (INR in Crores)
1	2020-21	A	
2	2021-22	B	
3	2022-23	C	
	Average Annual Turnover	$D = (A+B+C)/3$	

Thanking you,

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

5.4 Format to Project Citation

Project Title:	
(Attach separate sheet for each Project)	
Order date	
Name of Client	
Address	
Order Value in INR	
Type of Client (Government (State or Central) or Semi Government or Corporation or PSU or ULB)	
Brief Description of Work:	
Work Start Date	
Work Completion Date	
Referrals (Client side): Provide one referral only.	
Name	
Designation	
Role in the Project:	
Contact Number	

Note:

1. The Bidder is required to use above formats for all the projects referenced by the bidder.
2. “Completion Certificate from Client” OR “Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid” shall be provided as supporting document for each project.

5.5 Format for proposed resource deployment

As per internal assessment minimum resources required to execute this assignment in the given time frames following minimum manpower resources will be required and are a **MUST**. However, bidders are requested to conduct their own assessment of the manpower required and may quote for higher number of resources.

Such resources may be mentioned in the technical proposal and the final order to the successful bidder would be released based on these resources.

S. N.	Service Type	Minimum requirement	Proposed requirement	Unit of Measure
A	B		C	D
1	Project Manager	1		Man-month
2	Team Lead	2		Man-month
3	QA Lead	12		Man-month
4	Business Analyst	115		Man-month
5	IT Office Assistant	1		Man-month

5.6 Format for HR Department Declaration

<< 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
Tel:
Mail id:

Dear Sir,

Subject: HR Department Declaration - Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 2023-24.

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 at least 5 years of experience in quality certifications/assessments/ process quality control/socio-economic surveys).

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)

Full Name and Designation

5.7 Format for Undertaking of “Non-Blacklisting”

(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: Undertaking of Non-Blacklisting for– Submission of proposal in response Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24).

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 120 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 2 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 2 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

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

Signature of Notary (with official seal)

Name:

Designation:

Seal:

Business Address:

6. 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 for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24)

RFP Reference No:

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of **Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24)** 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 120 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 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,

6.2 Format for Commercial Bid

As per internal assessment minimum resources required to execute this assignment in the given time frames following minimum manpower resources will be required and are a must. However, bidders are requested to conduct their own assessment of the manpower required and may quote for higher number of resources.

Such resources may be mentioned in the technical proposal and the final order to the successful bidder would be released based on these resources.

S. N.	Service Type	Quantity	Unit of Measure	Rate	Net Amount	GST Amount	Total
A	B	C	D	E	F=CxE	G=Fx18%	H=F+G
1	Project Manager	1	Man-month				
2	Team Lead	2	Man-month				
3	QA Lead	12	Man-month				
4	Business Analyst	115	Man-month				
5	IT Office Assistant	1	Man-month				
Total Monthly Cost							
(Commercial Bid (“T”) in Numbers)							
Total Monthly Cost							
(Commercial Bid (“T”) in Words)							

Note:

1. The number mentioned above is **ONLY** for the purpose of calculation and evaluation of Commercial Bid The actual work order will be released to the successful bidder based on the manpower proposed in the technical proposal as per (annexure -2, Documents 11) and the rates mentioned in the commercial bid above.
2. The Total Commercial Bid “T” will be considered separately for evaluation of Commercial Bid.
3. The payment to selected agency shall be made based on monthly rates provided by the selected and the actual manpower services provided by the selected agency.
4. In case of any changes in scope of work, MPCB reserves rights to instruct the selected bidder to deploy additional resources at the rate quoted above for this bid. The Selected Bidder is bound to provide additional resources as and when required by MPCB at the same rates during the contract period.
5. The Bidder needs to provision for all costs required for the entire duration of the contract. MPCB shall not be liable to pay any additional costs, apart from that mentioned in the table above.

6. The manpower rate quoted by bidder shall include all Costs like Laptop, Internet Connectivity, printing reports, Out of Pocket Expenses including but not limited to Travelling, Lodging, Food, etc. MPCB shall not pay any additional cost to bidder.
7. All costs shall remain valid for the entire duration of the contract.

BIDDERS ARE REQUESTED TO SUBMIT ONLINE COMMERCIAL BID FORMAT

7. Annexure-3: Other Documents/Formats

Document 1	Format for Pre-Bid Queries
Document 2	Tender fee
Document 3	Earnest Money Deposit (EMD)
Document 3	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
Tel:
Mail id:

Dear Sir,

Subject: Pre-bid queries for- Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24).

RFP Reference No: MPCB/

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:

S. N.	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 Word format

Thanking you,

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

Name:

Designation:

Seal:

Date:

Place:

Business Address:

7.2 Tender fee – Acknowledgement of receipt of tender fee by the portal

7.3 Earnest Money Deposit (EMD) – Acknowledgement of receipt of tender fee by the portal

7.4 Format for Bank Guarantee

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

(A) Performance Bank Guarantee (PBG)

Ref: _____ Date: _____
Bank Guarantee No.: _____

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 Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24)” (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- Draft Conditions of Contract

8. Annexure-4: Draft Conditions of Contract

This AGREEMENT is made at _____, Maharashtra, on this _____ day of, _____ 202_,

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 Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24) (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 to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24).

And whereas M/s. ----- has submitted its proposal for conducting Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24).

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 for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 4.0 (2023-24)" and supersedes 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:

The stamp duty payable for the contract shall be borne by the Agency
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