



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

**SELECTION OF AGENCY FOR SUPPLY,
COMMISSIONING, OPERATIONS AND
MAINTENANCE OF 20 MECHANIZED CLEANING
VEHICLES IN MAHARASHTRA FOR MPCB**

RFP Reference No: *MPCB/2024-25*

Date of Issue: 16/10/2024

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

ISSUED BY:

THE MEMBER SECRETARY,
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Disclaimer

This Request for Proposal (RFP) for “**Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB**” (hereinafter referred to as “**Project**”) is issued by Maharashtra Pollution Control Board (MPCB).

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

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

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

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

Abbreviations

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

Key Terms- Definition

Term	Definition
Authority/ Corporation	This means Maharashtra Pollution Control Board (MPCB).
Bid / Proposal	This means the documents in their entirety comprising of the pre- qualification Proposal, Technical and Financial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MPCB.
Bidder(s)/Agency /Supplier	Business Organization/Firm who shall supply machines and services as per scope of work.
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision, and execution of Project.
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Certificate of Operation (CoOP)	A written documentation issued by MPCB evidencing the acceptance, approval, or completion, as the case may be, of any Deliverable including any documentation of the Project such that may be required in terms of the Contract
Contract/Agreement	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contract / Project Period	The time period for completion of the entire project scope of work starting from signing of contract till specific duration mentioned defined in the RFP
Contractor/Selected Bidder/Successful Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work mentioned in the REFP.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the process of selection of Bidder to complete the bid process in MPCB.
Employer	This shall mean MPCB and is the party who will employ the Successful Bidder to carry out the Works through contractual engagement.
End of Contract	This refers to the time when the Contract Period has ended.
Letter of Intent / Letter of Award	This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Bidder for implementation of the Project
Non- compliance	Failure / refusal to comply to the terms and conditions of the proposal / Agreement

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
RFP/ Tender	Refers to Request for Proposal containing the technical, functional, commercial, and operational specification and including all clarifications/addendums, explanations and amendments issued by MPCB in respect thereof
Total Contract Value/ Contract Value	Value (Exclusive of all taxes, levies and duties) finally agreed between MPCB and the Bidder for the delivery of Equipment and Services mentioned in the RFP, which will be the maximum value payable to the Bidder for this Project.

NOTICE FOR REQUEST FOR PROPOSAL

RFP Ref. No: MPCB/2024-25

Date: - 16/10/2024

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra**. MPCB intends to solicit technical and financial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before date mentioned in the RFP.

For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> Tender form fee payment of **INR 23,600/- (INR Twenty-Three Thousand and Six Hundred only)** (inclusive of all taxes and non-refundable) by payment gateway online. No brokers/intermediaries shall be entertained. The MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD/ Bank Guarantee.

To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying Agency such as Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in> for further details about the e-tendering process.

Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions.

The summary of details with regard to this invitation of bids and Tender Schedule are listed in the table below:

Sr. No.	Items	Description
1.	Tender Publish	16/10/2024 11.00 IST
2.	RFP Document Download	Start Date: 16/10/2024 11.00 IST End Date: 30/10/2024 17:00 IST Please visit the below mentioned e-Tendering website https://mahatenders.gov.in
3.	Last date of Bid Submission	30/10/2024 17:00 IST
4.	Pre-qualification & Technical Proposal Opening	31/10/2024 17.30 IST
5.	Financial Bid Opening	Will be declared after technical scrutiny.
6.	RFP Reference No.	MPCB/2024-25
7.	Name of the Project	Selection of Agency for Supply, Commissioning, Operations and Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB
8.	Last date of submission of Pre- Bid Queries	22/10/2024 18.00 IST
9.	Details to be referred for requesting clarifications	All the queries should be received on or before through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>” . The queries should be submitted as per the format prescribed in Annexure 19 The Pre-Bid queries to be sent to the Email Id: jdair@mpcb.gov.in
10.	Address	Maharashtra Pollution Control Board, 3 rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: jdair@mpcb.gov.in
11.	Pre-Bid meeting	Pre-Bid Meeting 23/10/2024 14:30 IST Pre-Bid meeting to be attended physically as well as virtually. Virtually through MS Teams, details shall be shared later stage

Sr. No.	Items	Description
12.	Tender Fee to be paid via Online Payment Gateway mode only.	INR 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable)
13.	Earnest Money Deposit (EMD)	INR 1.00 Crore (One Crore only) in the form of Bank Guarantee
14.	Security Deposit / Performance Bank Guarantee (PBG)	5% of the Part A contract value valid up to Three (3) months post successful deployment of all vehicles. 5% of the Part B contract value valid from the date of first COoP up to Three (3) months post project completion period. PBG should be only from Nationalized / Scheduled commercial banks.
15.	Signing of Contract	Within 30 days after Letter of Award/Work Order or as intimated by MPCB. If the agreement is not signed within the stated time frame, MPCB shall reserve the right to revoke the offer made, at the discretion of Hon'ble Member Secretary, MPCB.
16.	Bid Validity Period	180 days from the date of opening of Financial bid. To be extended as per MPCB's instructions.
17.	Contract Period	Three (3) years from the date of CoOP of each vehicle. The contract period may be extended for a period of 1 year
18.	Method of Selection	Quality cum Cost Based System (QCBS)
	<p>Contact Details</p> <p>The Member Secretary,</p> <p>Maharashtra Pollution Control Board, 3rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: jdair@mpcb.gov.in Website: https://MPCB.maharashtra.gov.in/</p>	

Notes:

1. Prospective Bidders may visit MPCB Office for any further information/clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.
2. All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone numbers for any doubts/information/difficulty regarding online

- enrolment or obtaining digital certificate M/s. NIC Technologies Ltd. Next Tender (India) Pvt. Ltd. on 020-3018 7500
3. Bidders should submit the documents related to tender online.
 4. Cost of tender form of INR 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable), should be credited in to MPCB by online payment gateway, otherwise Bidders cannot participate in e-tendering.
 5. The electronic tendering system for MPCB will be available on separate sub-portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <https://mahatenders.gov.in>.
 6. Detailed timetable for the various activities to be performed in e-tendering process by the renderer for quoting their offer is given in above table. Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
 7. Every effort being made to keep the website up to date and running smoothly 24 x 7 by the MPCB and the Bidder. However, MPCB takes no responsibility, and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
 8. In the event MPCB will not be liable and responsible for any damages or expenses arising from any difficulty, error, imperfection, or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
 9. The Bidders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
 10. MPCB will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
 11. Bidder must get done all the e-tendering activities well in advance.
 12. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.

SECTION 1: LETTER OF INVITATION

1.1 Background

MPCB hereby invites Proposals from reputed, competent, and professional companies, who meet the minimum eligibility criteria as specified in this bidding document as “**Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB**” detailed in this RFP document.

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

Some of the important functions of MPCB are:

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

1.2 Purpose

The Maharashtra Pollution Control Board (MPCB) is dedicated to enhancing waste management practices, including the routine sweeping and cleaning of roads, footpaths, and public areas. This effort also encompasses the gathering and transport of waste from both reachable and hard-to-access spots to ensure the cleanliness and hygiene of these locales. To fulfil these essential tasks, MPCB has mobilized a substantial workforce, a fleet of vehicles, and a variety of equipment. Through its daily cleaning operations, it has been observed that certain areas are challenging to access and clean, making these tasks labour-intensive and time-consuming as they rely heavily on manual labor.

In an effort to bolster air pollution control and promote public cleanliness throughout Maharashtra, MPCB has embarked on an extensive cleanliness initiative under the directive of the Honorable Chief Minister. This campaign employs advanced machinery to undertake the comprehensive cleaning and sweeping of roads, sidewalks, and public spaces across the state.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 Consortium/ Joint Venture

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

2.2 Completeness of Response

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

2.3 Proposal Preparation Costs

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

2.4 Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the Excel format as mentioned in the **Annexure 19**. The response to the queries will be published on <https://mahatenders.gov.in>. No queries will be entertained thereafter. The response of MPCB shall become integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses.

2.5 Amendment of RFP Document

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

2.6 Supplementary Information to the RFP

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

2.7 MPCB's right to terminate the process.

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

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

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

2.9 Earnest Money Deposit (EMD)

1. Bidders are required to submit an Earnest Money deposit (EMD) either in the form of Bank Guarantee from any Nationalised/ Schedule commercial Bank.
2. The Bidders must provide the EMD in the form of Bank Guarantee (as per **Annexure 16**) in the name of the “**Chief Accounts Officer, Maharashtra Pollution Control Board**”. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between MPCB and the Bidder from time to time.
3. Unsuccessful bidder's EMD/Bank Guarantee will be returned within 30 days from the date of finalization of the contract / tender.
4. No interest will be paid by MPCB on the EMD/ Bank Guarantee amount, and it will be refunded to all Bidders (including the successful Bidder) without any accrued interest on it.
5. The Bid submitted without EMD/, mentioned above, will be summarily rejected.
6. The EMD/ Bank Guarantee may be forfeited:
 - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.

- If, during the bid process, any information is found false/fraudulent/malafide, and then MPCB shall reject the bid and, if necessary, initiate action.
- The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

2.10 Authentication of Bid

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

2.11 Language of Bids

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

2.12 Patent Claim

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

fees etc. MPCB shall give notice to the successful bidder of any such claim and recover it from the bidder.

2.13 Bid Submission Format

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

2.14 Preparation of Proposal

1. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. MPCB will evaluate only those Proposals that are received in the specified forms and complete in all respects
2. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP
3. The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP (“Technical Proposal”). No information related to Financial Proposal should be provided in the Technical Proposal. In such a case, MPCB will be entitled to reject the Proposal
4. Any condition or qualification or any other stipulation contained in the Proposal submitted by the Bidder shall render the Proposal liable to rejection as a non-responsive Bid
5. Non-compliance with the instructions and conditions contained in the RFP/ Addendum(a)/ Corrigendum(a) shall render the Proposal liable to be rejected. MPCB reserves the right to further debar/ blacklist the Bidder in consequence of non-compliance of any condition of the RFP/Corrigendum(a)/Addendum(a) that impacts the Selection Process in any manner
6. The Proposals must be digitally signed by the Authorized Representative on each page of the Technical Proposal being submitted (the “Authorized Representative”) as detailed below:
 - a. by a partner, in case of a limited liability partnership/ Partnership under 1932 Act; or
 - b. by a duly authorized person, in case of a private and public limited company or a corporation
 - c. In case of a Consortium, the proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the Members of the Consortium
7. Bidders should note the Proposal Due Date, as specified in Notice of Request for Proposal, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by MPCB, and the evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in notice of RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, MPCB reserves the right to seek clarifications in case the Proposal is non- responsive on any aspects.

8. **Financial Proposal:** While preparing the Financial Proposal, Bidders are expected to consider the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP
9. While submitting the Financial Proposal, the Bidder shall ensure the following:
- The Bidder shall submit the Financial Proposal as per the instruction provided in this RFP
 - The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by MPCB
 - The Financial Proposal shall only be submitted in soft copy through Maha Tender Website <https://mahatenders.gov.in>, in the Format as provided therein (“Financial Proposal”) in a MS excel file clearly indicating the amount in both figures and words and up to 02 (two) decimal points. For example, amount shall be quoted as 10.12 instead of 10 or 10.1
 - In case of any discrepancy between figures and words, in the Financial Proposal, the amount indicated in words shall prevail
 - The Financial Proposal shall be furnished in INR (Indian Rupees) only
 - The Financial Proposal needs to be filled in completeness based on financial submission sheet and as per the details mentioned within the sheet
 - The Financial Proposal should be a Proposal inclusive of all the costs including but not limited to all taxes associated with the Project. The Financial Proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. These shall cover Road tax, manpower remuneration their statutory contributions, travel, lodging and boarding cost, cost of training of the staff deployed for operations of the machines, printing of instruction manual etc. The Financial Proposal shall consider all the expenses and tax liabilities and cost of insurance, levies, and other impositions applicable under the prevailing law except GST.
 - If there is a change in the applicable taxes, MPCB shall bear the cost of the same
 - Rates quoted in the Financial Proposal must be firm and final and shall not be subject to any modifications, on any account whatsoever
 - The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and would be liable to be rejected
 - NIL value quoted against any field in the Financial Proposal sheet shall lead to rejection of Proposal
 - Bidders are required to note that they should necessarily submit their Financial Proposal in the format provided and no other format is acceptable. If during or subsequent to evaluation of Financial Proposal, it is discovered that the Financial Proposal submitted by a Bidder, has been modified in any unauthorized manner, the Proposal may be rejected. MPCB may first in exercise of its discretion seek clarifications from the Bidder on such an occurrence

2.15 Bid Submission Instructions

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

Stages	Particulars	Instructions
Stage 1	Tender Fee & proof of the Bank Guarantee	Tender Fees and proof of the Bank Guarantee must be uploaded through online bid submission process.
	<p>Pre-qualification Proposal</p> <p>The pre-qualification proposal shall be prepared in accordance with the requirements specified in this RFP and the formats prescribed in the RFP. Each page of the pre-qualification proposal should be signed and stamped by the authorized signatory of the bidder. Pre-qualification proposal should be submitted through online e-tendering website only.</p> <p>Pre-Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> Checklist for Pre-Qualification Proposal Pre-Qualification documents Bidder and Bidding Firm Details <p>Technical Proposal</p> <p>The technical proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP. Each page of the technical proposal should be signed and stamped by the authorized signatory of the bidder. Technical proposal should be submitted through online e-tendering website only.</p> <p>Technical Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> Checklist for Technical-Qualification Proposal Technical Qualification documents Project citation 	
Stage 2	Financial Proposal	<p>The financial proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP. Each page of the financial proposal should be signed and stamped by the authorized signatory of the bidder. Financial proposal should be submitted through online e-tendering website only.</p> <p>In no way the bidder shall indicate its Financial Offer in Financial Proposal only. In case it is found, MPCB shall summarily reject the proposal of the said bidder.</p>

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

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

2.16 Late Proposal and Proposal Validity Period

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

2.17 Modification and Withdrawal of Proposals

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

2.18 Non-conforming Proposals

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

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

2.19 Acknowledgement of Understanding of Terms

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

2.20 Bid Opening

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

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

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

2.22 Non-Disclosure Agreement (NDA)

The Successful Bidder has to sign the Non- Disclosure Agreement (**Annexure 21**) with MPCB.

2.23 Security Deposit / Performance Bank Guarantee

1. Security Deposit / Performance Bank Guarantee is governed for services as follows:
 - a. The bidder shall carry out the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidders after completion of agency onboarding process.
2. The Successful Bidder shall deposit the Performance Bank Guarantee / Security as follows:
 - a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised / Schedule Commercial Bank, of stated value and valid for the tenure mentioned in the RFP.
 - b. The Performance Bank Guarantee should be furnished within Seven (7) Working Days from the date of issue of Letter of Intent / Award OR Work Order OR Contract to the successful bidder.
 - c. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - a. Any amount imposed as a fine by MPCB for irregularities Committed by the selected bidder for the respective project assignment.
 - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the selected bidder or any of his/her/their agent/ employees or staff.
 - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d. Any other outstanding amount.

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

2.24 Bid Prices

The bidder has to quote for “**Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB**” in the format given for financial bid. Validity of Bid shall be of 180 days (One Hundred and Eighty Days) from date of opening of Financial bid.

2.25 Bid Currency

The rates quoted shall be in Indian Rupees only.

2.26 Correction of errors

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

2.27 Corrections to Arithmetic errors

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

2.28 Disqualification

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

1. Bid not submitted in accordance with the bid document.
2. The bidder submits conditional offer.
3. Bid is received in incomplete form.
4. Bid is received after due date and time.
5. Bid is not accompanied by all requisite supporting documents.
6. Bidder enclosing Financial Bid in Technical Bid.
7. The successful bidder fails to enter into a contract within period specified by MPCB of the date of notice of award of contract or within such extended period, as fixed by MPCB.

8. Awardee of the contract has given the letter of acceptance of the contract with his conditions.
9. Non - fulfilling of any condition / term by bidder.

2.29 Tendering Under Different Names

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

SECTION 3: PRE-QUALIFICATION CRITERIA AND TECHNICAL EVALUATION

3.1 Pre-Qualification Criteria

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 1	The bidder should be a Company registered in India under the Companies Act 1956 or 2013 or a partnership firm under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008, (as amended from time to time) as on bid date.	<ul style="list-style-type: none"> ▪ General Information of Bidder along with Bidder's constituting documents such as MOA, AOA, as applicable ▪ For companies registered Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as amended time to time, Copy of Certificate of Incorporation/ Registration of Firm (RoF)/ Partnership deed of Bidder/ LLP deed, as applicable. ▪ For companies registered under companies Act, 2013 or the Companies Act, 1956, General Information of Bidder along with Bidder's constituting documents such as MOA, AOA. ▪ Copy of Certificate of Incorporation / Registration of Firm (RoF) along with Partnership deed, as applicable ▪ Copy of valid PAN Card ▪ Copy of valid GST Certificate with GST Number ▪ Copy of Power of Attorney signed by legally authorized signatories as per Annexure 18.

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 2	<p>Average Annual Turnover:</p> <p>Minimum Average Annual Turnover (MAAT) for the last three (03) audited financial years (FY 2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than INR 50.0 Cr. (INR Fifty Crore)</p>	<p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three years FY2021-22, FY 2022-23, and FY2023-24)</p> <p>Note: Audited financial statement should match with certificate of chartered accountant</p> <p>Certificate from Statutory Auditor as per Annexure 6.</p>
PQ 3	<p>Net-worth Criteria:</p> <p>The bidder should have a positive net worth for each of the last three audited financial years. FY2021-22, FY 2022-23, and FY2023-24</p> <p>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<p>Duly filled Format for Financial years FY2021-22, FY 2022-23, and FY2023-24 to be submitted on the letterhead of the Chartered Accountant</p> <p>Net worth Certificate duly certified by Statutory Auditor.</p> <p>Certificate from Statutory Auditor as per Annexure 6.</p>
PQ 4	<p>Project Experience 1:</p> <p>The bidder/OEM should have experience supply, commissioning of Vehicle mounted machines equipped with water/debris tank, High Pressure washing/Jetting systems, High-Capacity Vacuum systems used for solid or liquid waste handling applications to any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in the last Seven (7) years.</p> <p>The aggregate value of the multiple projects in similar works as mentioned above costing not less than the amount equal to INR 65.0 Cr. (INR Sixty-Five Crore only)</p>	<p>a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p> <p>c) Self-Declaration as per Annexure 5.</p> <p>Project citation as per format in Annexure 4.</p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
	<p>Project Experience 2:</p> <p>The bidder should have experience of operation and maintenances of Vehicle mounted machines equipped with water/debris tank, High Pressure washing/Jetting systems, High-Capacity Vacuum systems used for solid or liquid waste handling applications to any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in the last Seven (7) years.</p> <p>The aggregate value of the multiple Projects in similar works as mentioned above costing not less than the amount equal to INR 50.0 Cr. (INR Fifty Crore only)</p>	<p>a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p> <p>c) Self-Declaration as per Annexure 5.</p> <p>Project citation as per format in Annexure 4.</p>
PQ 5	<p>Project Experience 3:</p> <p>The OEM of the bidder should have manufactured, supplied and operated at least 1 (One) Nos. of Mechanized Road Divider Cleaning and Washing Machine on minimum 16-ton GVW on outright sale or hiring basis for a continuous period of at least 1 year in the last seven (7) years to any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in India</p>	<p>a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client mentioning the number of Vehicle mounted machines supplied. OR In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work, mentioning the number of Vehicle mounted machines supplied.</p> <p>Project citation as per format in Annexure 4.</p>
PQ 6	<p>Certifications:</p> <p>OEM / authorized bidder of OEM should have valid as on Bid submission Due date.</p> <ul style="list-style-type: none"> • ISO 9001: 2015 certification/ • ISO 14001:2015 / • ISO 45001:2018 	<p>Copy of valid Certificates as of the date of bid submission.</p>
PQ 7	<p>Manpower Strength</p> <p>The bidder shall have a minimum of 20 Service engineers with at least three (3) years of experience on its payroll.</p>	<p>HR declaration as in format given in Annexure 13.</p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 8	The Bidder to submit Manufacturer Authorization Form (MAF) from the OEMs.	Self- Declaration should be submitted by the Original Equipment Manufacturer (OEM) for fulfilling the minimum technical specification of the product as per Annexure 12 . And OEM/ Dealer of the OEM should submit Manufacturer's Authorization Form (MAF) as per Annexure 11 .
PQ 9	After Sales Support Capability: The bidder shall have a functioning after sales support office in Maharashtra or shall open office in Maharashtra within 15 (fifteen) days in case of award of contract.	Copy of existing office address proof like lease agreement/ latest electricity bill (not older than 06 (six) months from the Bid Due date) in the name of the bidder In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the Bid document as per Annexure 9 .
PQ 10	Blacklisting criteria: The bidder should not have been debarred by any Government (State / Central) / Semi Government / Corporation / Union Territories/ PSU/ any other local Body or body established under or in the control of the Central or state Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in Rule 151 of GFR , as on date of bid submission.	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in this Bid document as per format in Annexure 7 .

3.2 Evaluation of Pre-Qualification Proposal

1. TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in Section of the RFP are met. Incomplete or partial proposals are liable for disqualification. TEC reserves the right to seek clarification if required. All those bidders, whose all-pre-qualification proposal meets the requirements shall be selected for opening of the technical proposal.

2. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

3.3 Technical Evaluation Criteria

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

S. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents
TE 1.	Financial Strength (20 Marks)			
TE 1.1	Minimum Average Annual Turnover (MAAT) for the last three (03) audited financial years (FY 2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than INR 50.0 Cr.	Average Annual Turnover (in INR) (Cr.) 1) ≥ 50 Cr. and < 100 Cr: 10 marks 2) ≥ 100 Cr. and < 150 Cr: 15 marks 3) ≥ 150 Cr.: 20 marks	20	Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three years FY2021-22, FY 2022-23, and FY2023-24) Note: Audited financial statement should match with certificate of chartered accountant Certificate from Statutory Auditor as per Annexure 6.
TE 2.	Bidder's Relevant Strength (60 Marks)			
TE 2.1	Project Experience 1: The bidder should have experience supply, commissioning of Vehicle mounted machines equipped with water/debris tank, High Pressure washing/Jetting systems, High-Capacity Vacuum systems used for solid or liquid waste handling applications to any Central Government / State Government / Union Territory (UT) / Urban	1) ≥ 65 Cr. and < 130 Cr.: 15 marks 2) ≥ 130 Cr. and < 195 Cr.: 20 marks 3) ≥ 195 Cr.: 25 marks	25	a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a certificate from the client on client's letter head mentioning

S. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents
	<p>Local Body (ULB) / PSU in the last Seven (7) years.</p> <p>The aggregate value of the multiple Projects in similar works as mentioned above costing not less than the amount equal to INR 65.0 Cr. (INR Sixty Five Crore only)</p>			<p>the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project.</p> <p>Project citation as per format in Annexure 4.</p>
TE 2.2	<p>Project Experience 2:</p> <p>The bidder should have experience of operation and maintenances of Vehicle mounted machines equipped with water/debris tank, High Pressure washing/Jetting systems, High-Capacity Vacuum systems used for solid or liquid waste handling applications to any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in the last Seven (7) years.</p> <p>The aggregate value of the multiple Projects in similar works as mentioned above costing not less than the amount equal to INR 50.0 Cr. (INR Fifty Crore only)</p>	<p>1) ≥ 50 Cr. and < 100 Cr.: 15 marks</p> <p>2) ≥ 100 Cr. and < 150 Cr.: 20 marks</p> <p>3) ≥ 150 Cr.: 25 marks</p>	25	<p>a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR In case of on-going project, a certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project.</p> <p>Project citation as per format in Annexure 4.</p>
T.E. 2.2	In case of OEM Participation in the bid	OEM: 10 Marks Else: 0 Marks	10	a) Bidders shall submit copy of MoA/AoA clearing stating its business objective as a manufacturer or

S. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents
				Any other relevant supporting document
TE 3.	Presentation (20 marks)			
	Presentation by the bidders on their understanding of the requirements of MPCBs and proposed delivery plan and implementation approach.	<p>For presentation in below categories:</p> <p>Bidder's response on Scope of Work will be scored on the following metrics.</p> <p>Metrics:</p> <ol style="list-style-type: none"> 1. Execution and delivery Timelines with justifications: Day-wise plan to be developed and demonstrated; 2. Proposed approach and methodology for undertaking operation and maintenance; 3. Best practices and learning experience from similar assignments; 4. Compliance reporting plan- Proposed reporting and Project Handover 	20	Soft Copy and 01 (one) Hard Copy of Technical Presentation to be submitted after the technical presentation.
	Total		100	

3.4 Technical Presentation

The bidders who successfully qualify the pre-qualification criteria shall be called for giving a technical presentation at the MPCB head office at a date and time that would be communicated at a later stage.

3.5 Proof of Concept/Live Demonstration

All technically qualified bidder shall have to show the proof of concept (POC) and the live demonstration of Vehicle with various systems fitted on the vehicle prior to financial bid opening. The compliance of technical specification and performance during POC/Live demonstration will be the

criteria for tender evaluation of technical bid. In case any bidder fails to show the POC/Live Demonstration, the bid of the said bidder(s) shall be rejected.

3.6 Bid Evaluation

3.6.1 Overview of the Evaluation process

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

- i. The bids from interested Bidders are invited through Procurement process.
- ii. The evaluation will be done using **02 (two) stage bid process**:
 - In the **first stage**, EMD and pre-qualification and technical proposal along with document checklist shall be opened and evaluated as per the criteria mentioned in the Bid document. POC shall be conducted for all technically qualified bidder.
- ii. In the **second stage**, the financial offer of the bidders fulfilling the minimum technical Eligibility criteria shall be opened for further evaluation. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
- iii. The bidders will be selected based on QCBS (70:30).

3.6.2 Evaluation Process in QCBS

- a. TEC shall review the proposal of the Bidders to determine whether the requirements as mentioned in the Bid document are met. Incomplete or partial Proposals are liable for disqualification.
- b. The technical bid will be analysed and evaluated, based on **Quality and Cost Based Score**.
- c. The Bidders in compliance with the Eligibility Criteria mentioned in Section 3.1 and who successfully demonstrates proof of concept, shall be considered as “substantially responsive” bids.
- d. 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.
- e. Technical Bids receiving greater than or equal to a score of 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- e. 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%**.
- f. 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.
- g. The overall score will be calculated as follows: -

Technical Score of the Bidder (TS) = Technical Marks scored by bidder X 70%

The Bid having the Lowest Commercial Quote shall be awarded 100 Marks. Commercial score of all the bidders will be calculated on basis of following formula:

Commercial Score of the Bidder (CS) = Commercial Quote of the Lowest Bidder x 100 x 30% / Commercial quote of the Bidder.

h. Final Composite Bid Score:

The Technical Score (TS) and Commercial Score (CS) secured by each bidder will be considered for computing the Final Composite Bid Score.

The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project.

The overall score will be calculated as follows: -

$$CBS = TS + CS$$

Where

CBS = Final Composite Bid Score

TS = Total Technical score of the bidder (out of maximum of 100 marks)

CS = Commercial Score of the bidder

Composite Bid Score of the Bidders for this bid shall be worked out as under:

Bidder	Technical Score	Commercial Score	Composite Score
	TS	CS	CBS= TS + CS
A			
B			
C			
D			

- The preferred bidder shall be the agency securing the highest Final Composite Score.
- In the event of two or more Bidders securing exactly the same composite score, then MPCB reserves the right to:
 - Declare the bidder whose technical score is highest, among the bidders who have secured exactly the same composite score as preferred bidder, or
 - Adopt any other method as decided by MPCB.
- MPCB reserves the right to confirm the preferred bidder as selected bidder subject to negotiations and approval of competent authority. MPCB reserves the right to allocate all or

in part to the next eligible bidder, in case the bidder securing the highest final composite score expresses his inability in execute the order in full or in part.

- i. 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).
- j. 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.
- k. Please note that TEC may seek inputs/ clarification from their professional, external experts in the bid evaluation process
- l. The Selected Bidder will enter into a Contract with MPCB and shall work in accordance with the Scope of Work mentioned in the RFP.

3.7 Award of Contract

1. Post the evaluation process indicated in Section above, MPCB will award the Contract to the Selected Agency who has obtained the Highest Composite Score.
2. In case MPCB is not satisfied with the performance of the supplier, MPCB reserves the right to terminate the contract with such supplier.

3.8 Issuance of Work Order

After selection, a work order (“Work Order”) will be issued, in duplicate, by MPCB to the Selected Bidder(s). The Work Order will be handed to the Selected Bidder(s) or emailed or posted to the Selected Bidder’s address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice. The Selected Bidder (s) shall, within 7 (seven) working days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the MPCB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered. After LoA, security deposit to be submitted by the successful Bidder within the stipulated time mentioned in LoA failing to do so MPCB may take necessary actions.

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

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

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

3.9 Signing of Contract Agreement

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

SECTION 4: SCOPE OF WORK

Maharashtra Pollution Control Board (MPCB) is dedicated to addressing air pollution and improving environmental quality across the state through the implementation of sustainable and mechanized solutions. As part of this initiative, MPCB seeks to select a capable agency for Supply of Road Washing, Road Sweeping, Road Divider Cleaning, Hoardings & Statue Washing Machines. These specialized vehicles will be deployed at designated locations to support ecosystem preservation and ensure cleaner air.

The selected agency will be responsible for delivering the equipment within the specified timeframe, commissioning and providing a successful working demonstration to MPCB/ULB's for obtaining the CoQP Certificate of Operation and offering Operation and Comprehensive Maintenance services for a period of Three years.

4.1 Technical Specifications

Detailed Technical Specifications of Road Washing, Road Sweeping, Road Divider Cleaning, Hoardings & Statue Washing machines:

4.1.1 Vehicle Mounted Unit:

The Vehicle Mounted Road Washing, Road Sweeping, Road Divider Cleaning, Hoardings & Statue Washing Machine shall comprise of-

1. Vehicle Chassis compliant with BS-VI STAGE II-A (Euro 6) /Applicable at the time of delivery schedule as per specifications.
2. Power Take Off (PTO) Unit to drive various systems through vehicle engine.
3. Mud Tank (minimum 3000 litres Capacity) and Fresh Water tank (minimum 2000 litres capacity) as per specifications.
4. Road Divider Cleaning Attachment with High pressure jets for Washing.
5. High-pressure Washing system for Cleaning Roads as per specifications.
6. High-capacity suction system as per specifications.
7. Road Cleaning System
8. Hydraulic power plant as per specifications.
9. Control Panel as per specifications

4.1.2 Vehicle chassis:

- The Vehicle Mounted Road Washing, Road Sweeping, Road Divider Cleaning, Hoardings & Statue Washing Machine shall be mounted on Min. 18 Ton GVW right-hand driven, full forward control vehicle chassis of reputed make. The vehicle chassis shall confirm BS-VI STAGE II-A (Euro 6) or higher emission norms or as applicable at the time of registration of the vehicle with R.T.O. The bidder shall submit the Letter of Authorization from the chassis

manufacturer in technical bid as per the attached format. The bidder shall submit the detailed layout drawing of the machine being offered to be mounted on the vehicle chassis with the weight distribution of the different components and load distribution of the machine during plying of the vehicle in technical bid. The bidder shall also submit the power calculations for various components of the machine to ascertain the adequateness of power at the shaft available from the vehicle engine to run the various systems independently in technical bid.

- It is the responsibility of the successful bidder to get the Road Washing, Road Sweeping, Road Divider Cleaning, Hoardings & Statue Washing Machine registered with R.T.O. It shall be noted that the overall dimension of the fully built vehicle shall be within the permissible limits as per the RTO Norms. The length, width, and height of a fully built vehicle shall be fully compliant with RTO norms related to overhang, height, width, length, etc. while all standard equipment/ accessories required for the smooth functioning of the machine are installed on the machine. The chassis manufacturer's letter regarding the above compliances shall be submitted along with the RFP.

(a) Engine:

The engine of the vehicle shall be a diesel engine developing adequate power to run all the equipment, components, etc. mounted on the same chassis. The vehicle chassis shall have standard features like a clutch, gearbox, power steering, Anti-lock Braking System, and suitable chassis frame.

(b) Others:

- The dashboard of the cabin shall be provided as per the standard specifications of the chassis manufacturer. The standard tool kit, hydraulic jack, towing pin at the front, and operator's manual in English shall be provided with each chassis.
- The bidder shall submit a backup support letter from OEM of chassis for desired application as per this tender specification & confirming that they are satisfied with the load & Power Distribution and are ready to supply the chassis, spare parts, and service support for next eight years as per attached format along with technical bid.

(c) Power Take-off Unit (P.T.O.):

The power required to drive the systems shall be tapped from the vehicle engine through a suitable Power Take-off Unit to ensure uninterrupted service to the Machine. The bidder shall submit the manufacturer's catalogues of offered P.T.O. in technical bid.

(d) Tank:

- The total tank capacity shall be a minimum of 5000 liters and shall be preferably rectangular in shape.
- The Mud Collection tank shall be of min. 3000 liters and a Fresh water tank for a high-pressure washing system shall be a minimum of 2000 liters. The design of the Mud tank and fresh-water tank shall be such that it shall have uniform load distribution on the chassis. It shall be fabricated

out of 5 mm thick steel plates. The tank shall be mounted horizontally on the sub-frame of the vehicle chassis without tampering with the chassis strictly following R.T.O. Norms. All necessary accessories shall be provided for the protection of the tank during operation..

(e) High Pressure Washing System:

- The high-pressure washing system shall comprise of High-pressure Washing Pump to generate high pressure water jets with parameters of minimum 50 liters/min @ 90 bar. The high-pressure pump shall be driven suitably through PTO.
- The information about the offered high pressure pump like make, model, detailed product catalogue, etc. are to be submitted separately in technical bid.
- Suitable hose system shall be provided to carry high pressure water from high pressure pump to nozzles.

(f) High-Capacity Suction System:

- The high-capacity suction system shall comprise of centrifugal fan delivering minimum 10000 M3 per hour (Min. Ten Thousand Cubic Meter per hour) (Free Air Delivery). The blower shall be driven suitably through power take off unit. The make, model with detailed product catalogues of the offered blower shall be submitted separately in technical bid.
- The suction hose system shall consist of two suction heads at the rear side of the vehicle. Each suction head shall carry suction hose of min. diameter 150 mm x 2.5 meters in length made of Reinforced Molded Rubber material. A hopper of size approx. 100 mm x 685 mm shall be provided with each suction head for effective suction of Mud from full width of machine.

(g) Hydraulic Power Plant:

The hydraulic power plant shall be capable of developing adequate pressure and flow to drive the various systems fitted on the unit. The entire hydraulic plant besides hydraulic pump shall consist of oil reservoir, pipelines, filter control valves, etc. The hydraulic piping shall be suitably laid along the entire length of the tank thereby avoiding additional space for the plant.

(h) Road Cleaning system with side brush:

The cleaning System shall consist of disc brush type side broom of size approx. 550 mm diameter made of metal wire. Brush shall be mounted in such a way that it shall capable for cleaning the road effectively.

(i) Road Divider cleaning attachment:

A Road Divider Cleaning attachment shall be provided at the front side of the chassis with Approx. 08 Nos. high-pressure washing jets on the road divider attachment for efficient Road divider cleaning. The Brush for Road Divider cleaning shall have a Diameter of min. 600 mm with revolving at suitable rpm. It shall be driven suitably through power take off unit as per the site requirement.

(j) Travel Speed:

The Machine shall have a suitable driving system to ascertain constant travel speed without operating the clutch and without affecting the performance of High-pressure pump and Blower. The Travel speed of the machine during operation shall be approx. 5 -6 km/hr.

(k) Control Panel:

All the gauges, switches, levers required for the operation of various systems fitted on the machine shall be grouped in control panel mounted on the rear side of the vehicle.

(l) Painting:

The entire unit shall be painted with 2 coats of superior quality anti- corrosive primer with 2 coats of paint of reputed make. The whole painting shall be carried out as per manufacturer's manual or as per prevailing IS standards.

(m) Lighting arrangement:

The machine shall be provided with suitable lighting arrangement for working during night time.

(n) Tools & tackles:

- Each machine shall be supplied with all necessary tools & tackles for operation & maintenance of the machine including chassis.
- Each machine shall consist of all necessary parts, accessories which are not specifically mentioned in the specifications & which are necessary for satisfactory operation & maintenance of machine for the purpose intended and no extra cost on any account will be admissible at any stage.

4.1.3 Vehicle Tracking System:

- The successful bidder shall be liable to install VTMS & GPS units with allied IOT devices on the vehicle/machine.
- The successful bidder shall confirm the VTMS & GPS devices with IT department and MPCB so as units shall be compatible with software develop by the MPCB before installation on vehicle/machine.
- MPCB is free to ask to change the VTMS/GPS unit of revised specification or system to successful bidder if required.
- The successful bidder has to provide, install & maintain the Vehicle Monitoring system (VTMS) & GPS units to be functional throughout the contract period.
- The VTMS & GPS unit with all IOT devices should be compatible with server & Software developed by MPCB. The devices will work in sync with the MPCB's VTMS software.
- The performance of the work will be evaluated on the basis of reports generated from VTMS & other IOT devices.
- If the VTMS is turned off, Rs.1000/- per day per unit will be imposed & levied in monthly bill.

- Due to technical problem like, low or out of network, unexpected damages of the GPS machine, if VTMS system could not show/generate data for 1 to 3 days, and successful bidder has completed the work by machine then the payment will release by MPCB.
- If VTMS data should not show/generated for more than 4 days to a month & successful bidder has complete the work by machine then the payment for the said period will be released with sanction of officer not below the rank of Chief Engineer or any other officer authorized by Chief Engineer put up through Zonal Ex. Engg.

1. Standards: -

- The material used for fabrication of the machine parts/accessories shall meet the relevant standards.
- The machine shall meet permissible limits for noise & safety standards. If required acoustic enclose/safety guards shall be provided to the units of machine wherever required.

2. Approval:

After award, the successful bidder will have to furnish General arrangement drawing of the machine for approval of the MPCB engineer before starting the work. The make & model of high-capacity centrifugal fan, high- pressure washing Pump, Hydraulic Pump, Hydraulic motors, Hydraulic Cylinders, P.T.O., etc. shall be specified in the G.A. drawings.

3. Nomenclatures:

Number plates, stop-signal plate, “_____” or and as directed by MPCB authority, it shall be painted on the machine in suitable font size at proper places as per R.T.O.’s requirements and/or as directed by the MPCB engineer.

4. R.T.O. Registration: -

These machines shall be designed, fabricated and provided in accordance with requirement and regulations of Regional Transport Office (RTO) Authority. It will be responsibility of successful bidder to get the machine approved and registered from RTO authority as a standard vehicle as per MVR. The permanent registration, Annual Fitness renewal & PUC shall be carried out by the successful bidder. All the charges, fees etc. shall be borne by the successful bidder during entire contract period.

5. Inspection & Testing

A. Inspection of Chassis:

The successful bidder shall inform the Department for chassis inspection well in advance. The successful bidder shall start the work of mounting of the Vehicle Mounted Road Washing, Road Sweeping, Road Divider Cleaning, Hoardings & Statue Washing Machine on chassis only after approval of chassis by MPCB Engineer.

B. Inspection of Unit:

The successful bidder shall inform the Department well in advance for pre delivery inspection of the complete Vehicle Mounted Road Washing, Road Sweeping, Road Divider Cleaning, Hoardings & Statue Washing Machine. The inspection and testing of machines at manufacturer's works shall be witnessed by two Engineers. The successful bidder shall issue certificates for the satisfactory performance of the individual Units as well as for complete machine. The certificates of the materials used for fabrication of tank and other vital components shall also be furnished. The noise level shall be measured as per relevant IS Standard. The machine shall not be cleared for delivery/dispatch if it does not meet the prescribed duty points and noise level.

The inspections shall be carried out by two Engineers from MPCB Department. The charges for inspection and testing of above all shall be borne by the successful bidder. All expenses of to & from travelling, lodging & boarding of MPCB inspection team shall be borne by the successful bidder & no separate payment on this account will be admissible.

4.2 Responsibilities of the Successful Bidder

- 1) **Insurance:** The Successful Bidder at their own cost will insure the vehicles for a period of three (3) years (or any extension thereof) from the date of CoOP along with its accessories and attachments against all threats and name Maharashtra Pollution Control Board as the beneficiary. In case of any claims, the Successful Bidder will help the Board by providing all the necessary information to complete the process for speedy claim settlement.
- 2) **Registration:** The Successful Bidder has to take necessary care of registration of the vehicle before commissioning. The Successful Bidder shall make his own arrangement to get the vehicle registered permanently and getting R.C. Copy from respective RTO Authorities. MPCB will provide the necessary documentation required to get the equipment registered
- 3) **Costs associated:** All costs towards delivering of the vehicles mounted machines at each of the sites would be to the Successful Bidder's account and hence the Bidders are required to quote the prices inclusive all such cost heads. Such cost heads can be but not limited to transport weather-proof packing, transit insurance, Insurance, Registration, local levies, etc.
- 4) The successful bidder shall be responsible for the coordination with the respective Local bodies/ religious establishment/ councils for parking of the vehicles. The successful bidder shall be solely responsible for the security of the parked vehicles. MPCB/ ULBs shall not have provide any space for the parking and for security of the such vehicles.
- 5) The location for delivery of these vehicles shall be shared at the time of signing of the contract with successful bidder
- 6) The successful bidder shall be responsible for the operation and maintenance of all 20 vehicles deployed at the respective locations. All the cost associated with the operation and maintenance such as salaries of the deployed staff, CNG / Diesel cost (fuel) etc. shall be incurred by the

successful bidder and will be reimbursed by MPCB on monthly basis as mentioned in the Section 5.

4.3 Responsibilities of MPCB

1. Designate a project coordinator or team to liaise with the vendor to ensure smooth communication and progress monitoring.
2. Acceptance of the vehicles and machines delivered and issue of CoOP after first demonstration.
3. Provide required documentation to the Successful Bidder for the equipment to be registered with local RTO authorities.
4. Facilitate the procurement of necessary local or governmental permits for the installation and operation of the machines.
5. Assist in securing any environmental clearances or certifications required for operating the machines.
6. Participate in acceptance testing to verify that the machines meet the required specifications and performance criteria.
7. Conducting regular reviews with the Successful Bidder.
8. To keep the record and check the validity of the documents submitted by the Selected Agency in relation to the machines.
9. To ensure timely disbursement of payment to the Successful Bidder after verification of documents/ proofs.

4.4 Operation and Maintenance of the vehicles and machines

The Successful Bidder shall be required to undertake entire operation and maintenance of the machines and vehicles for a period Three (3) years from the date of CoOP (including warranty period one (1) year) or any extension thereof. During this period the successful bidder shall deploy the following manpower for the smooth operations:

S. No.	Key professionals	Number	Educational qualification/Experience	Area of expertise
1	Drivers	One (01)/ per vehicle	Valid Driver's Licence in HMV vehicles category Age: Minimum - 25 years Maximum - 45 years	Drivers should be well-trained in Vehicular Safety Checks, Accident Avoidance and Crash Procedures, Disaster Management Protocol etc.
2	Supervisor cum mechanic	One (01)/ per vehicle	Either 12 th pass with minimum 1 year of experience	Should have worked in the similar area with minimum 1 year of experience

S. No.	Key professionals	Number	Educational qualification/Experience	Area of expertise
3	Labour	Two (02)/ per vehicle	Unskilled as per requirement	Should have experience of handling the similar work

Notes:

- i. Uniform and ID cards should be issued to the staff deployed by the successful bidder. The ID card shall be provided by the successful bidder and has to be approved by MPCB.
- ii. The successful bidder shall also ensure adherence to safety measures for the deployed staff. During the contract period, the successful bidder shall ensure supply of gloves, face mask, sanitizers etc.
- iii. The successful bidder shall manage weekly offs, holidays, leaves and attendance for the manpower deployed and accordingly plan for buffer staff availability.
- iv. The Successful Bidder shall be responsible for adherence to Minimum Wages Act and Labour Laws (and related amendments thereof). The leaves and holidays of the deployed staff shall be as per the provisions of these act
- v. The successful bidder shall conduct detailed background verification of the personnel deployed along with Police Verification for criminal records and maintain the records of the same. Such records should be submitted to MPCB as per requirement from time to time.
- vi. Only the successful bidder shall pay the remuneration/salary/minimum wages at the contracted rates to all the deployed personnel under the Project. The successful bidder must make timely payments to all the deployed personnel
- vii. MPCB/respective ULBs reserves the right to remove or seek removal of any personnel deployed under the Project from their workplace on grounds inclusive of but not limited to negligence, absenteeism, unprofessional behaviour, inadequate service performance, disturbing workplace decorum, misbehaviour towards beneficiaries and other staff members, misconduct, inciting tensions and any criminal act chargeable under the Applicable Laws in India.
- viii. The Successful Bidder shall be responsible to make appropriate EPF/ESIC/ECR deductions from the remuneration/salary/wages of the deployed personnel. The Successful Bidder shall be responsible to deposit such deductions with the designated departments within prescribed timelines. In case of failing to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, the administrative head of MPCB is entitled to recover equal sum of amount from payment due or accrued to the Agency under this agreement
- ix. The deployed personnel shall enter into a contractual agreement or any other mode of engagement with the Successful Bidder. The deployed personnel shall not be eligible to claim permanent employment with the MPCB irrespective of the duration of service under the Project. The Successful Bidder shall indemnify MPCB against any such claims by the personnel deployed by the Successful Bidder

- x. Under this RFP, the Successful Bidder is hired for supply, commissioning and O&M services, there is no employer-employee relation between MPCB and the Successful Bidder. MPCB shall not be held responsible or be liable for or obligated to pay any charge, claim, wages, dues and contributions as applicable towards statutory benefits of the personnel deployed by the Successful Bidder.
- xi. Each vehicle supplied shall have to be operated for 26 days in a month.
- xii. The respective ULB/department will assign the work of minimum one shift to the successful bidder per day per machine i.e., minimum 26 shifts per month per machine.
- xiii. The department will assign the work for one shift of eight hours to the successful bidder per day per machine. The shift time will start from the time when vehicles leave it parking place till the same reach back parking place after on-site work and garbage dumping on the nominated place within municipal limits.
- xiv. If the machine is out of order for a full shift the successful bidder may have to operate the machine for additional shifts and complete the desired target. In case extra shifts (more than 312 shifts per machine) will be required in current year, the same will be carried out on pro rata basis of the quoted O&M cost of that year. In case the machines remain off-road, the payment shall be deducted on pro rata basis for number of days not operated.
- xv. If required, the successful bidder may have to operate and maintain machines for 25% additional number of shifts at the end of contract and as per instruction of the respective ULB's and as per the terms and condition of this contract.
- xvi. The payment will be made on pro rata basis based on the total number of shifts of vehicle at the rate per shift rate quoted /accepted by the successful bidder/ authority.
- xvii. Invoices for the operation and maintenance to be submitted along with monthly log sheet and summary.

4.5 Onsite Training support to the deployed staff

The Successful Bidder shall, at no additional cost,

1. Provide onsite training to all the manpower connected with the operation and use of the vehicles mounted machines wrt using safety norms like wearing gloves, face mask etc.
2. Develop the training modules and instruction manual both English and Marathi language as per design approved by MPCB. The training module/ instruction manual with online content shall be available for ready reference
3. The trainings should be conducted in Marathi/ English as applicable
4. The successful bidder shall impart necessary training and handholding services of the concerned staff of the respective Corporation / Nagar Parishad/ councils where these vehicles are deployed during the contract period.

4.6 Delivery Schedule

1. The Successful Bidder shall ensure the delivery of 20 nos. Mechanised cleaning machines
2. No Service issues should be pending at the time of delivery.
3. A working demonstration will be given to the designated office / Nodal Officer.
4. All technical manuals, service books should also be delivered.

Delivery of the equipment and broad phases of Project along with their respective timelines are mentioned herewith. The successful Bidder must comply with these timelines. Failure to adhere to the timelines will attract penalties.

S. No.	Activities	Batch no.	No. of machinery integrated vehicles	Project Timelines
Delivery of Prototype for Mechanized Cleaning				
1	Delivery of the Prototype of the machines	NA	1	Within Three (3) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)
2	Demonstration of respective machinery integrated vehicles and its operations and trainings to MPCB / MPCB intimated authority and getting	NA		Within Three (3) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)
3	RTO registration (including insurance) of the vehicle as per specification to be integrated with the machinery	NA		Within Three (3) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)
4	Certificate of Operation (CoOP) from MPCB / MPCB intimated authority	NA		Within Three (3) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)
5	Onsite Warranty for One (1) year including Onsite Operation and Maintenance Services	NA		Onsite Warranty for One (1) year after CoOP.
6	Onsite CAMC services for two (2) years including Onsite Operation and Maintenance Services	NA		Two (2) years after completion of Warranty period of One year.
Delivery of vehicles for Mechanized Cleaning				
1	RTO registration (including insurance) of the vehicle as per specification to be integrated with the machinery	Batch 1	9	Within nine (9) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)

S. No.	Activities	Batch no.	No. of machinery integrated vehicles	Project Timelines
2	Delivery of machinery integrated vehicles complying with the specifications at locations intimated by MPCB			Within Nine (9) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)
3	Demonstration of respective machinery integrated vehicles and its operations and trainings to MPCB / MPCB intimated authority and getting Certificate of Operation (CoOP) from MPCB / MPCB intimated authority			Within Nine (9) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)
4	Onsite Warranty for One (1) year including Onsite Operation and Maintenance Services			Onsite Warranty for One (1) year after CoOP.
5	Onsite CAMC services for two (2) years including Onsite Operation and Maintenance Services	NA		Two (2) years after completion of Warranty period of One year.
6	RTO registration (including insurance) of the vehicle as per specification to be integrated with the machinery.			In Twelve (12) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)
7	Delivery of machinery integrated vehicles complying with the specifications at locations intimated by MPCB			Within Twelve (12) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)
8	Demonstration of respective machinery integrated vehicles and its operations and trainings to MPCB / MPCB intimated authority and getting Certificate of Operation (CoOP) from MPCB / MPCB intimated authority	Batch 2	10	Within Twelve (12) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)
9	Onsite Warranty for One (1) year including Onsite Operation and Maintenance Services			Onsite Warranty for One (1) year after CoOP
10	Onsite CAMC services for two (2) years including Onsite Operation and Maintenance Services			Two (2) years after completion of Warranty period of One year.
	CAMC & O&M of vehicle			

S. No.	Activities	Batch no.	No. of machinery integrated vehicles	Project Timelines
1	Operation and maintenance of all machines and vehicles through deployment of expert manpower onsite (Considering 4 members on each vehicle)	All Batches	20	Two (2) years from the date of CoOP of each of vehicle (i.e., O&M to be done during warranty as well as during CAMC period)

4.7 Comprehensive Annual Maintenance Contract (CAMC)

Post completion of one (1) year warranty period, the selected bidder shall offer Comprehensive Annual Maintenance Contract (CAMC) services for Two (2) years i.e., for 2nd & 3rd year from the date of CoOP of each vehicle mounted machine.

After completion of 2 years CAMC, the selected bidder shall discuss and finalize mutually any extension of additional CAMC services with MPCB.

The Comprehensive Annual Maintenance Contract component of this contract is of very critical nature which has to be carried out periodically. The Successful Bidder is therefore sensitized to the need for proper planning, deployment and Maintenance throughout Two (2) years post warranty period of One (1) year. Comprehensive AMC will cover following points:

1. Regular Schedule maintenance of the machine is covered along with consumables and service cost
2. Consumables covered – Engine oil, Hydraulic oil, Chain Case oil, all filters required for the equipment at scheduled service.
3. Scheduled quarterly training to operators appointed by MPCB or MPCB intimated ULBs/Nagar Parishad/Corporations/ Councils.

The Successful Bidder is required to attach importance to the following points so as to ensure deliverance of the highest quality of works which will ensure

- a) Availability of vehicles and machines from same OEM,
- b) Reduce down-time due to repairs,
- c) Reduce drastically expenditure on Break-down and repair maintenance.

Comprehensive Maintenance Schedule: The Successful Bidder will prepare comprehensive AMC schedule for vehicle and machine detailing the Preventive Maintenance Schedule by discussing with the MPCB or MPCB intimated ULBs/Nagar Parishad/Corporations/Councils, a) Weekly, b) Fortnightly or c) Monthly, which shall be strictly complied during the contract period.

Maintenance tools and mechanics: The Successful Bidder will deploy trained and skilled mechanics on site to conduct all maintenance activities. All necessary tools to conduct routine

maintenance activities at site, such as but not limited to, necessary Hand Tools, Special Tools, Servicing and Lubricating equipment etc. will be provisioned for, at respective site defined in RFP. Preventive maintenance: The Successful Bidder will carry out preventive maintenance on a quarterly/half yearly/yearly, basis discussion with the MPCB or MPCB intimated ULBs/Nagar Parishad/ Corporations/Councils. The preventive maintenance will include but will not be restricted to the replacement of consumables, like Filter replacement / filtration of oil etc. The preventive maintenance shall be carried out in a required sequence for which, trained personnel shall be appointed who are fully conversant with operation and maintenance of the machines.

Spares / Accessories / Consumables:

- a. All spares, accessories, consumables required for smooth operation of the equipment including batteries, tyres, Tube and Flaps, Hydraulic Oil, Engine Oil, Filters etc. shall be supplied by the Successful Bidder under CAMC.
- b. All the spare parts supplied shall be original and from the same OEM.
- c. The work includes replacement of normal routine items like oil and parts like pipes, nuts, bolts, washers, and all electrical and hydraulic spares, etc. and any other spare parts and items which are required to be changed under normal wear and tear.
- d. The replacement of such parts will be carried out by the Successful Bidder under the proper supervision and as per the recommendations of the manufacturers.
- e. Adequate essential parts / spares will be maintained in stock to render satisfactory services without any interruption, throughout the project period
- f. In case any spare part is end of sale / end of support, bidder at its own cost shall replace the part with equivalent or better specs and compatible with the delivered machine
- g. Successful bidder should provide replacement/ warranty and guarantee on all parts/ spares.

Maintenance and Attendance Logs: The successful Bidder will keep log of Maintenance logs. All such logs should be made available for inspection whenever called for.

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

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

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

Warranty and On-site: The warranty will be provided on comprehensive basis, meaning all parts excepts for the consumables and parts under normal wear and tear, will be included under the warranty. In case of any faults or breakdown of these parts will be replaced free of cost by the Successful Bidder. The repairs will be done on site. In case of major repairs, where the equipment needs to be carried off-site to the Service Centre, the Successful Bidder will provide stand-by equipment of similar capacity and capability.

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

SECTION 5: PAYMENT TERMS

5.1 Payment Terms

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

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

S. No.	Activities	Batch no.	No. of machinery	Timelines	Payment (Incl. GST)
I Prototype Vehicle					
1	RTO registration (including insurance) of the prototype vehicle as per specification to be integrated with the machinery	NA	1	Within three (3) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)	90% of the cost of Prototype machinery integrated vehicles after submission of registration documents
2	Certificate of Operation (CoOP) from MPCB / MPCB intimated authority	NA		Within Three (3) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)	10% of the cost of Prototype machinery integrated vehicles after submission of registration documents
3	Onsite Warranty for One (1) year including Onsite Operation and Maintenance Services	NA		Onsite Warranty for One (1) year after CoOP.	No payment during warranty period
II Delivery of vehicles for Mechanized Cleaning					
1	RTO registration (including insurance) of the vehicle as per specification to be integrated with the machinery	Batch 1	9	Within nine (9) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)	40% of the cost of Batch 1 machinery integrated vehicles after submission of registration documents
2	Delivery of machinery integrated vehicles complying with the specifications at locations intimated by MPCB			Within Nine (9) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)	Remaining 50% of the cost of Batch 1 machinery integrated vehicles after delivery Batch 1 machinery integrated vehicles onsite along with all the user manuals and other documents.

S. No.	Activities	Batch no.	No. of machinery	Timelines	Payment (Incl. GST)
3	Demonstration of respective machinery integrated vehicles and its operations and trainings to MPCB / MPCB intimated authority and getting Certificate of Operation (CoOP) from MPCB / MPCB intimated authority			Within Nine (9) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)	Remaining 10% of the cost of Batch 1 machinery integrated vehicles after submission of CoOP from MPCB/ MPCB intimated authority and signed Training delivery certificate from respective concerned MPCB / MPCB intimated authority
4	Onsite Warranty for One (1) year including Onsite Operation and Maintenance Services			Onsite Warranty for One (1) year after CoOP.	No payment for 1 year Warranty
1	RTO registration (including insurance) of the vehicle as per specification to be integrated with the machinery.	Batch 2	10	In Twelve (12) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)	40% of the cost of Batch 2 machinery integrated vehicles after submission of registration documents
2	Delivery of machinery integrated vehicles complying with the specifications at locations intimated by MPCB			Within Twelve (12) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)	Remaining 50% of the cost of Batch 2 machinery integrated vehicles after delivery Batch 1 machinery integrated vehicles onsite along with all the user manuals and other documents.
3	Demonstration of respective machinery integrated vehicles and its operations and trainings to MPCB / MPCB intimated authority and getting Certificate of Operation (CoOP) from MPCB / MPCB intimated authority			Within Twelve (12) months from the date of issue of Letter of Intent / Letter of Acceptance / Work Order (T)	Remaining 10% of the cost of Batch 2 machinery integrated vehicles after submission of CoOP from MPCB/ MPCB intimated authority and signed Training delivery certificate from respective concerned MPCB / MPCB intimated authority

S. No.	Activities	Batch no.	No. of machinery	Timelines	Payment (Incl. GST)
4	Onsite Warranty for One (1) year including Onsite Operation and Maintenance Services			Onsite Warranty for One (1) year after CoOP	No payment for 1 year Warranty
III	CAMC and O&M of vehicle				
1	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for Two (2) years post 1 year Warranty of machinery integrated vehicles Including Onsite Operation and Maintenance Services	All batches	20	Two (2) years post warranty period of one (1) year	Monthly payment after submission of invoices duly verified by the concerned authority (ULBs/Nagar Parishad corporations/ councils) after deduction of applicable penalties if any and absentees of deployed labors.
2	Insurance of 20 vehicles for 2 nd year & 3 rd year	All batches	20	One Year (During 2 nd & 3 rd year)	On actuals after submission of insurance documents.

- iii. Capital expenditure payment will be released by MPCB for the delivery of machinery integrated vehicles upto issuance of Certificate of Operation (CoOP) and warranty. MPCB intimated authority will release the payment during extended service period based on the extended contract if any.
- iv. Within Fifteen (15) days of MPCB issuing the LoA / Work Order, the Successful Bidder, at its cost, charges and expenses will submit a PBG for an amount equivalent to as mentioned in this document. The PBG shall be in the form of a guarantee/s of a Nationalised/scheduled Bank acceptable to MPCB and shall be valid for the tenure mentioned in document.
- v. All the payments at each stage will be made after deducting penalties with applicable GST for the stage, if applicable. The penalties applicable at various stages are mentioned in this document.
- vi. All payments will be made vide a crossed cheque payable in Mumbai / online through NEFT/RTGS, within 30 days of submission of invoice, after deducting applicable TDS, if any.
- vii. Certificate must be provided by the successful bidder from the respective ULBs after each preventive maintenance period of respective site and the same should be attached with as part of invoice to MPCB for monthly payment disbursement.
- viii. All digital records for operations and maintenance to be kept by the bidder throughout the project period.

- ix. Invoices for the operation and maintenances (during CAMC/ warranty period) to be submitted along with following supporting documents:
- Consolidated invoices for all 20 vehicle mounted machines along with vehicle-wise invoice summary duly verified by respective ULBs/ Municipal Corporations/ Councils;
 - Roster of the staff deployed on each of the vehicle;
 - Vehicle wise bills of CNG/ diesel consumed during the period, as and when asked by MPCB
 - Photocopy of the reading of Odometer for KMs travelled and Tracking record through software of each vehicles;
 - Certificate from the ULBs/ Municipal Corporations/ Councils w.r.t. Preventive maintenance undertaken.

5.2 Warranty

The bidder to offer an onsite warranty for the equipment for a period of One (1) year including operations and maintenance.

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

In Case of Faulty Equipment:

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

5.3 Other Terms and Conditions

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

SECTION 6: KPI and Penalty

6.1 Penalties / KPIs

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

S. No.	Penalty Type	Penalty Description	Penalty Amount
1	Delivery of the batch of vehicles' Registration	Delay in delivery of the machinery integrated vehicles' registration for each batch. (beyond permissible timelines as mentioned in the delivery schedule)	0.5% of the value of vehicle integrated with machinery for the delay of each week applicable for each vehicle of each batch of vehicles defined under delivery schedule.
2	Delivery of the batch of vehicles after registration	Delay in delivery of the machinery integrated vehicles after registration. (beyond permissible timelines as mentioned in the delivery schedule)	1% (One Percent) of the value of vehicle integrated with machinery for the delay of each week applicable for each vehicle of each batch of vehicles defined under delivery schedule.
3	Commissioning of the machinery integrated vehicles on-site	Delay in obtaining CoOP (beyond permissible timelines as mentioned in the delivery schedule)	INR 3,000/- (Three thousand only) per day of delay of each integrated vehicle.
4	Breakdown Response (Response time to breakdown repair after Incident notification)	Repair of machine (excluding vehicle specific components) and its parts to fully working condition within 48 hours from date and time of notification. Any delay in repair beyond 48 hours will attract per day penalty	INR 3,000 /- (Three thousand only) per day of delay in repair of machine and it's Equipment.
5	Delay in training to the authority as per notification	Delay in imparting training to the concerned authority.	INR 1,000 /- (One thousand only) per day of delay in training to the concerned authority within agreed time period after notification.
6	Delay in attending scheduled inspection of	Delay in attending scheduled inspection at each quarter.	INR 1,000 /- (One thousand only) per day of delay from the pending payment or from PBG.

S. No.	Penalty Type	Penalty Description	Penalty Amount
	integrated vehicles during warranty/ CAMC period.		
7	Manpower availability	Manpower availability and present during the contract period for each location	In case the required manpower not deployed at the sites the penalty shall be as follows: INR 1,000 per employee/day The successful bidder shall be required to submit daily roster to the concerned authority along with invoices for O&M

Note:

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

SECTION 7: GENERAL CONDITIONS OF THE CONTRACT

7.1 General Guidelines

1. It is presumed that the Bidder has carefully studied all condition before quoting
2. If the Bidder has any doubts, whatsoever, as to the contents of the contract he is deemed to have in good time i.e., before submitting his tender, get his doubts clarified authoritatively from the Contact Person in writing. Once the tender is submitted by Bidder, the matter will be decided according to the tender conditions.
3. No extra claims shall be accepted as regards specifications, infrastructure, royalties etc.

7.2 Interpretation

In this Contract unless a contrary intention is evident:

1. The clause headings are for convenient reference only and do not form part of this Contract.
2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses.
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time.
4. A word in the singular includes the plural and a word in the plural includes the singular.
5. A word importing a gender includes any other gender.
6. A reference to a person includes a partnership and a body corporate.
7. A reference to legislation includes legislation repealing, replacing, or amending that legislation.
8. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
9. In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

7.3 Key Performance Measurements

1. Unless specified by the bidder to the contrary, the Successful Bidder agency shall supply the machines and perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, and the Service Specifications as laid down under Service Level Agreement.
2. If the Contract / Service Specification include more than one document, then unless the Employer specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3. The Employer reserves the right to amend any of the terms and conditions in relation to the Contract / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

7.4 Commencement & Progress

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

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

7.5 Trademarks, Publicity

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

7.6 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MPCB in relation to, or matters arising out of, or concerning the bidding process. MPCB will treat all information submitted as part of the bid in confidence and will require all those who have access to such material to treat the same in confidence. MPCB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MPCB or as may be required by law or in connection with any legal process.

7.7 Ethics

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

7.8 MPCB's Obligations

1. MPCB nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
2. MPCB shall ensure that timely approval is provided to the Successful Bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
3. MPCB's representative shall interface with the Successful Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. MPCB shall provide adequate cooperation in providing details, coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Employer is proper and necessary.
4. MPCB may provide on Successful Bidder's request, particulars/information/ or documentation that may be required by the Successful Bidder for proper planning and execution of work and for providing services covered under this contract and for which the Successful Bidder may have to coordinate with respective vendors.
5. MPCB may provide to the Successful Bidder, sitting space and basic infrastructure at their office location whenever required.

7.9 Default and Termination

7.9.1 Events of default by the Successful Bidder

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

1. The Successful Bidder or its team has failed to perform any instructions or directives issued by the Employer which it deems proper and necessary to execute the scope of work or provide services under the Contract, or.
2. The Successful Bidder or its team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Successful Bidder has fallen short of matching such standards / benchmarks / targets as the Employer may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the Successful Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Employer.

3. The Successful Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Employer, despite being served with a default notice which laid down the specific deviance on the part of the Successful Bidder's team to comply with any stipulations or standards as laid down by the Employer; or
4. The Successful Bidder's team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Employer during the term of this Contract and which the Employer deems proper and necessary for the execution of the scope of work under this Contract.
5. The Successful Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender, and this Contract.
6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Successful Bidder.
7. The Successful Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
8. The Successful Bidder's team are involved in fraud/wilful misconduct.
9. Where there has been an occurrence of such defaults inter alia as stated above, the Employer shall issue a notice of default to the Successful Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
10. Where despite the issuance of a default notice to the Successful Bidder by the Employer the Successful Bidder fails to remedy the default to the satisfaction of the Successful Bidder, the Employer may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Employer.

7.9.2 Consequences of Default

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

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Successful Bidder. The Successful Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Successful Bidder under the Contract by a written notice of suspension to the Successful Bidder, provided that such notice of suspension:
 - a. Shall specify the nature of the failure; and
 - b. Shall request the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Successful Bidder.

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

7.10 Audit, Access, and Reporting

1. Purpose

- a) This section details the audit, access and reporting rights of Employer and the respective obligations of Successful Bidder under the contractual terms of Project Implementation, Operation and SLA Management.
- b) Employer may engage a suitable, neutral, and technically competent third-party agency or agencies for conducting audit and certification, upon intimation by the Successful Bidder that the system implementation is complete.
- c) The Bidder being notified of any deviations from the agencies nominated by Employer regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.
- d) All the cost for third party agencies will be borne by the Successful Bidder.

2. Notice and Timing

- a) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase in accordance with such agreed timetable and shall not be required to give the Successful Bidder any further notice of carrying out such audits. The cost of third-party audits has to be borne by the Successful Bidder.
- b) The Employer or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Bidder, a security violation, or breach of confidentiality obligations by the Bidder, provided that the requirement for such an audit is notified in writing to the Bidder a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Bidder considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure.
- c) The frequency of audits shall be decided by MPCB.
- d) In addition to the above, there will be audits conducted by statutory bodies (e.g., CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the Bidder will have to provide these statutory bodies access to all the facilities, infrastructure, documents, and artefacts of the Project as required by them and approved by Employer, in writing.
- e) The audit and access rights contained shall survive the termination or expiration of the Agreement.

3. Access

- a) The Successful Bidder shall provide Employer access to documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
- b) Employer shall have the right to copy and retain copies of any relevant records. The Successful Bidder shall co- operate with Employer in effecting the audits and providing necessary information.

7.11 Indemnity

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

7.12 Corrupt or Fraudulent Practices

MPCB requires that Successful Bidder under contracts, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of this policy MPCB.

Defines, for the purposes of this provision, the terms set forth below as follows:

- “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract.
- Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

7.13 Jurisdiction of Courts

In case of any claim, dispute or difference rising in respect of the contract, the case of action there of shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in the city of Mumbai only.

7.14 License

In case any software is required for successful execution of project such as Vehicle Tracking etc., the successful bidder shall have to bear software license cost, if any for fulfilment of the project.

7.15 Risk and Cost

- In case, the Bidder fails to deliver the quantity of resources / services as mentioned in the RFP, MPCB reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of the contractor.
- If it is observed that the Contractors carrying out the work fails to comply with instructions given by the MPCB authorities during execution of work twice, the work will be carried out at the risk and cost of the contract & penal action will be taken against them. The above condition will be in addition to the relevant condition in General Conditions of the Contract regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the contractors relating to any matter arising out of the Contract.

7.16 Conflict of Interest

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

7.17 Confidentiality

- The Successful Bidder will be exposed, by virtue of the agreed activities as per the application document, to internal business information of MPCB and other Government Departments. The Bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The Successful Bidder must safeguard the confidentiality of the MPCB's and Government Department's business information, applications, and data. For this, Bidder is required to sign non-disclosure agreement with MPCB and Government Department (for the respective project).
- Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the contract. The MPCB may apart from blacklisting the Successful Bidder, initiate legal action against the Successful Bidder for breach of trust. The Successful Bidder shall also not make any

news release, public announcements or any other reference on application document or contract agreement without obtaining prior written consent from the MPCB.

- Bidder shall use reasonable care to protect confidential information from unauthorised disclosure and use.

7.18 Arbitration

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

7.18.1 Handling of Bidder Grievances/Dispute Resolution

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

7.18.2 Governing law and Jurisdiction

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

7.19 Limitation of Liability

1. The liability of Successful Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value (contract with the Government Department). The liability cap given under this Clause shall not be applicable to the indemnification obligations.

2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
3. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Contract Award by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

7.20 Variation in Agreement Quantity & its Payment

1. Modification to Contract to be in writing: In the event of any of the provisions of the Contract requiring to be modified after the contract documents have been signed, modifications shall be made in writing and signed by MPCB.
2. Powers of Modification to contract: MPCB shall be entitled by order in writing to enlarge or extend, diminish, or reduce scope.

7.21 Extension of timelines

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

7.22 Relationships

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

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

7.23 Termination

7.23.1 Termination by MPCB

1. MPCB may, without prejudice to any other remedy for breach of Contract, terminate the Contract in case of the occurrence of any of the events mentioned in clause 7.23.3. In such an occurrence, MPCB shall give not less than 15 days' written notice of termination to the Successful Bidder.
2. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within **Fifteen (15)** days after being notified or within any further period as MPCB may have subsequently approved in writing.
3. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If the Successful Bidder, in the judgment of MPCB, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If the Successful Bidder submits to the MPCB a false statement which has a material effect on the rights, obligations, or interests of MPCB.
6. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MPCB.
7. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, MPCB may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MPCB may decide to give one chance to the Successful Bidder to improve the quality of the services.
8. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
9. If the Successful bidder fails to provide the quality services as envisaged under this Contract, MPCB may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MPCB may decide to give one chance to the Successful bidder to improve the quality of the services.
10. If MPCB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
11. In the event MPCB terminates the Contract in whole or in part, pursuant to 7.23.3, MPCB may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful bidder shall be liable to MPCB for any additional costs for such similar services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.

7.23.2 Termination by Bidder

The Successful bidder may terminate this Contract, by not less than 30 days' written notice to MPCB, such notice to be given after the occurrence of any of the events specified 7.23.3:

- 1) If, as the result of Force Majeure, the Successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
- 2) MPCB is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the Successful bidder may have

subsequently approved in writing) following the receipt by MPCB of the Successful bidder notice specifying such breach.

7.23.3 Delays in bidder's performance

- 1) If at any time during performance of the contract, the bidder may encounter conditions impeding performance of the services, the bidder shall promptly notify MPCB in writing of the facts of the delay, it's likely duration and its causes.
- 2) As soon as after receipt of bidder's notice, MPCB shall evaluate the situation and may at its discretion, extend the bidders time for performance with or without penalty in which case the extension shall be ratified by the bidders by amendment of the contract but in no case, extension shall be given more than one time. For avoidance of doubt, delay in performance for reasons beyond control of the bidder or for reasons not attributable to the bidder or for reasons attributable to MPCB, shall not attract any penalty.

7.23.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 7.23.3 the MPCB shall make the following payments to the Successful bidder:

- 1) If the Contract is terminated pursuant to Clause 7.23.3, remuneration for Services satisfactorily performed prior to the effective date of termination.

If the agreement is terminated pursuant of Clause 7.23.3. The Successful bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the MPCB may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the MPCB. Applicable under such circumstances, upon termination, the MPCB may also impose liquidated damages. The Successful bidder will be required to pay any such liquidated damages to MPCB within 30 days of termination date.

7.24 Assignment and subletting

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

7.25 Force Majeure

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

1. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall

- also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within Five (5) days of the occurrence of such event. The Employer will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
 3. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
 4. The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
 5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Bidder's fault or negligence and not foreseeable.
 6. Such events may include, but are not limited to:

(A) Non-Political Events

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

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

and which does not result in any offsetting compensation being payable to or on behalf of such Contractor.

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

(B) Indirect Political Event

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

- a. an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage.
- b. any political or economic upheaval, disturbance, movement, struggle, or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible.
- c. industry-wide or State-wide strikes or industrial action for a continuous period of [24(Twenty-Four)] hours and exceeding an aggregate period of [Seven (7)] days in an Accounting Year.
- d. failure of the Authority to permit the successful bidder to continue its construction works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason.
- e. any Indirect Political Event that causes a Non-Political Event; or
- f. Any event or circumstances of a nature analogous to any of the foregoing.

(C) Political Event

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

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

- d. Any event or circumstance of a nature analogous to any of the foregoing.
- e. Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lockouts and freight embargoes.
7. If a Force Majeure situation arises, the Successful Bidder shall promptly notify the MPCB in writing of such conditions and the cause thereof within twenty calendar days.
8. Unless otherwise directed by the MPCB in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
9. If the duration of delay continues beyond a period of Three (3) months, Board and the Successful Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MPCB, shall be final and binding on the Successful Bidder.

7.26 Governance Schedule

1. The Successful Bidder shall document the agreed structures in a procedural manual under the guidance and supervision of Employer.
2. The agenda for each project review meeting shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement of the Parties or at the request of either Party.
3. Copies of the agenda for review meetings along with relevant pre-reading material, shall be distributed.
4. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
5. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information, and documents to facilitate discussions between them/their representatives or senior officers.

7.27 Exit Management

- a. Agency shall decommission and withdraw all hardware and software components after the completion of the contract period and formally close the project. This process will be initiated 6 months before the ending of the project contract. In order to align both the parties on transition modalities, agency will submit a detailed Exit Management Plan before Three (3) months of the ending date of the contract. Exit Management Plan will include following but not limited to:

- i. Detailed inventory of all the assets, IT Infrastructure, source code, its location, condition, licenses, documents, manuals, etc. created under this Project.
 - ii. Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
 - iii. Proposal for necessary setup or institution structure required at MPCB level to effectively maintain the project after contract ending.
 - iv. Training and handholding of MPCB Staff or designated officers for maintenance of project after contract ending.
- b. The bidder may be requested to give handover to the other party / new agency or bidder as per the MPCB`s discretion.
 - c. MPCB will approve this plan after necessary consultation and start preparation for transition.

SECTION 8: ANNEXURES

Annexure 1 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place:

Date: DD/MM/YYYY

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

Subject: Bid Submission Cover Letter for Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB

Tender Reference No: MPCB/

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the ***RFP for Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB***

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

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

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

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

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

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Mandatory Enclosure:

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

Annexure 2 Checklist for documents to be included in the Pre-Qualification

S. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Document submitted Yes/No	Pg.No.
PQ 1	The bidder should be a Company registered in India under the Companies Act 1956 or 2013 or a partnership firm under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008, (as amended from time to time) as on bid date.	<ul style="list-style-type: none"> ▪ General Information of Bidder along with Bidder's constituting documents such as MOA, AOA, as applicable ▪ For companies registered Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as amended time to time, Copy of Certificate of Incorporation/ Registration of Firm (RoF)/ Partnership deed of Bidder/ LLP deed, as applicable. ▪ For companies registered under companies Act, 2013 or the Companies Act, 1956, General Information of Bidder along with Bidder's constituting documents such as MOA, AOA. ▪ Copy of Certificate of Incorporation / Registration of Firm (RoF) along with Partnership deed, as applicable ▪ Copy of valid PAN Card 		

S. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Document submitted Yes/No	Pg.No.
		<ul style="list-style-type: none"> ▪ Copy of valid GST Certificate with GST Number ▪ Copy of Power of Attorney signed by legally authorized signatories as per Annexure 18. 		
<p>PQ 2</p>	<p>Average Annual Turnover:</p> <p>Minimum Average Annual Turnover (MAAT) for the last three (03) audited financial years (FY 2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than INR 50.0 Cr. (INR Fifty Crore)</p>	<p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three years FY2021-22, FY 2022-23, and FY2023-24)</p> <p>Note: Audited financial statement should match with certificate of chartered accountant</p> <p>Certificate from Statutory Auditor as per Annexure 6.</p>		
<p>PQ 3</p>	<p>Net-worth Criteria:</p> <p>The bidder should have a positive net worth for each of the last three audited financial years. FY2021-22, FY 2022-23, and FY2023-24</p> <p>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<p>Duly filled Format for Financial years FY2021-22, FY 2022-23, and FY2023-24 to be submitted on the letterhead of the Chartered Accountant</p> <p>Net worth Certificate duly certified by Statutory Auditor.</p> <p>Certificate from Statutory Auditor as per Annexure 6.</p>		

S. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Document submitted Yes/No	Pg.No.
PQ 4	<p>Project Experience 1:</p> <p>The bidder/OEM should have experience supply, commissioning of Vehicle mounted machines equipped with water/debris tank, High Pressure washing/Jetting systems, High-Capacity Vacuum systems used for solid or liquid waste handling applications to any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in the last Seven (7) years.</p> <p>The aggregate value of the multiple projects in similar works as mentioned above costing not less than the amount equal to INR 65.0 Cr. (INR Sixty-Five Crore only)</p>	<p>d) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work.</p> <p>e) Completion Certificate from the client OR In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p> <p>f) Self-Declaration as per Annexure 5.</p> <p>Project citation as per format in Annexure 4.</p>	g)	h)
	<p>Project Experience 2:</p> <p>The bidder should have experience of operation and maintenances of Vehicle mounted machines equipped with water/debris tank, High Pressure washing/Jetting systems, High-Capacity Vacuum systems used for solid or liquid waste handling applications to any Central Government / State Government / Union Territory (UT) / Urban</p>	<p>d) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work.</p> <p>e) Completion Certificate from the client OR In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work,</p>		

S. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Document submitted Yes/No	Pg.No.
	<p>Local Body (ULB) / PSU in the last Seven (7) years.</p> <p>The aggregate value of the multiple Projects in similar works as mentioned above costing not less than the amount equal to INR 50.0 Cr. (INR Fifty Crore only)</p>	<p>having received the payment matching the ‘Minimum Project Value’ of the partially completed project.</p> <p>f) Self-Declaration as per Annexure 5.</p> <p>Project citation as per format in Annexure 4.</p>		
PQ 5	<p>Project Experience 3:</p> <p>The OEM of the bidder should have manufactured, supplied and operated at least 1 (One) Nos. of Mechanized Road Divider Cleaning and Washing Machine on minimum 16-ton GVW on outright sale or hiring basis for a continuous period of at least 1 year in the last seven (7) years to any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in India</p>	<p>c) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work.</p> <p>d) Completion Certificate from the client mentioning the number of Vehicle mounted machines supplied.</p> <p>OR</p> <p>In case of on-going project, a certificate from the client on client’s letter head mentioning the relevant scope of Work, mentioning the number of Vehicle mounted machines supplied.</p> <p>Project citation as per format in Annexure 4.</p>	e)	f)
PQ 6	<p>Certifications:</p> <p>OEM / authorized bidder of OEM should have valid as on Bid submission Due date.</p>	<p>Copy of valid Certificates as of the date of bid submission.</p>		

S. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Document submitted Yes/No	Pg.No.
	<ul style="list-style-type: none"> ISO 9001: 2015 certification/ ISO 14001:2015 / ISO 45001:2018 			
PQ 7	<p>Manpower Strength</p> <p>The bidder shall have a minimum of 20 Service engineers with at least three (3) years of experience on its payroll.</p>	HR declaration as in format given in Annexure 13 .		
PQ 8	<p>The Bidder to submit Manufacturer Authorization Form (MAF) from the OEMs.</p>	<p>Self- Declaration should be submitted by the Original Equipment Manufacturer (OEM) for fulfilling the minimum technical specification of the product as per Annexure 12.</p> <p>And OEM/ Dealer of the OEM should submit Manufacturer's Authorization Form (MAF) as per Annexure 11.</p>		
PQ 9	<p>After Sales Support Capability:</p> <p>The bidder shall have a functioning after sales support office in Maharashtra or shall open office in Maharashtra within 15 (fifteen) days in case of award of contract.</p>	<p>Copy of existing office address proof like lease agreement/ latest electricity bill (not older than 06 (six) months from the Bid Due date) in the name of the bidder</p> <p>In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format</p>		

S. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Document submitted Yes/No	Pg.No.
		provided in the Bid document as per Annexure 9.		
PQ 10	<p>Blacklisting criteria:</p> <p>The bidder should not have been debarred by any Government (State / Central) / Semi Government / Corporation / Union Territories/ PSU/ any other local Body or body established under or in the control of the Central or state Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in Rule 151 of GFR, as on date of bid submission.</p>	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in this Bid document as per format in Annexure 7.		

Annexure 3 Bidder's and Bidding Firms Particulars

Bidders Profile

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

S. No	Description	Details/Information
1	Name of the firm	
2	Address	
3	Email	
4	Contact number/s (Tel / Mobile)	
5	Office address of Maharashtra	
6	Year of establishment	
7	Name/s of partners (Membership certificates issued by authorized body should be enclosed)	
8	Name of Office In charge of Mumbai	
9	Name, address and account number of the firm's banker(s)	
10	PAN of the firm	
11	GST registration number of the firm	
12	Number of Employees	
13	Average Turnover during last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24)	
14	Details of major assignments	
15	Any other information considered relevant.	

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

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Annexure 4 Project Citation (PQ & TQ)

Details of past assignments / experience

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

Individual Project Citation Format

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

Note:

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

Signature of Authorized Signatory (with official seal)

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

Annexure 5 Format for Self-Declaration

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

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

Ref: RFP for Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB

Sub: Declaration for having experience in supplying Commissioning, Operations And Maintenance of Mechanized Cleaning Vehicles

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby confirm that the Company _____ has the experience in **supplying, commissioning, operation and maintenance of Mechanized Cleaning Vehicles** in last Seven (7) years as on last date of submission of bid.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

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

Annexure 6 Financial Declaration of Bidder

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

We,, certify that we have verified the relevant financial statements and other records of (Name of Company), having its Indian registered office at..... The financials for the past Three (3) years have been summarized below:

- Financial Declaration of Bidder

Description	Financial Year		
	2021-22	2022-23	2023-24
(All Currency in INR and Crores)			
Annual Turnover			
Net Worth			
Average Annual Turnover for the mentioned Financial Years			

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

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

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

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Notes:

1. Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.
2. The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
3. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 2021-22, FY 2022-23 and FY 2023-24 shall submitted as supporting evidence.

Annexure 7 Declaration by the Bidder for not being Blacklisted /Debarred

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

Date: DD/MM/YYYY

To

The Member Secretary,

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor,

Opp. PVR Cinema, Sion Circle, Sion,

Mumbai-400 022

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

Tender Reference No:

Dear Sir,

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

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone :

E-mail address :

Annexure 8 Technical Proposal Bid Cover Letter

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

Date: dd/mm/yyyy

To

Member Secretary

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor,

Opp. PVR Cinema, Sion Circle, Sion,

Mumbai-400 022

Sub: Request for Proposal for Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB

Ref: RFP Notification number:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Request for Proposal for Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB”**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **“Request for Proposal for Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB”** put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MPCB or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Security Deposit (Bank Guarantee) issued by a nationalized/ schedule commercial bank in India, as mentioned in the Contract, 5% Part A & Part B Cost as per the Financial Format of the RFP.

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

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

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

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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the Company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

Annexure 9 Checklist for the documents for Technical Proposal

Checklist as per Technical Qualification mentioned in Section 3.3: Technical Qualification Criteria

S. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents	Document submitted Yes/No	Pg.No.
TE 4.	Financial Strength (20 Marks)					
TE 1.1	Minimum Average Annual Turnover (MAAT) for the last three (03) audited financial years (FY 2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than INR 50.0 Cr.	Average Annual Turnover (in INR) (Cr.) 1) ≥ 50 Cr. and < 100 Cr: 10 marks 2) ≥ 100 Cr. and < 150 Cr: 15 marks 3) ≥ 150 Cr.: 20 marks	20	Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three years FY2021-22, FY 2022-23, and FY2023-24) Note: Audited financial statement should match with certificate of chartered accountant Certificate from Statutory Auditor as per Annexure 6.		
TE 5.	Bidder's Relevant Strength (60 Marks)					
TE 2.1	Project Experience 1: The bidder should have experience	1) ≥ 65 Cr. and < 130 Cr.: 15 marks	25	a) Bidders shall submit copy of work order/		

S. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents	Document submitted Yes/No	Pg.No.
	<p>supply, commissioning of Vehicle mounted machines equipped with water/debris tank, High Pressure washing/Jetting systems, High-Capacity Vacuum systems used for solid or liquid waste handling applications to any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in the last Seven (7) years.</p> <p>The aggregate value of the multiple Projects in similar works as mentioned above costing not less than the amount equal to INR 65.0 Cr. (INR Fifty Crore only)</p>	<p>2) ≥ 130 Cr. and < 195 Cr.: 20 marks</p> <p>3) ≥ 195 Cr.: 25 marks</p>		<p>contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p>		

S. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents	Document submitted Yes/No	Pg.No.
				Project citation as per format in Annexure 4.		
TE 2.2	<p>Project Experience 2: The bidder should have experience of operation and maintenances of Vehicle mounted machines equipped with water/debris tank, High Pressure washing/Jetting systems, High-Capacity Vacuum systems used for solid or liquid waste handling applications to any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in the last Seven (7) years.</p> <p>The aggregate value of the multiple Projects in similar works as mentioned above costing not less than the amount</p>	<p>1) ≥ 50 Cr. and < 100 Cr.: 15 marks</p> <p>2) ≥ 100 Cr. and < 150 Cr.: 20 marks</p> <p>3) ≥ 150 Cr.: 25 marks</p>	25	<p>a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum</p>		

S. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents	Document submitted Yes/No	Pg.No.
	equal to INR 50.0 Cr. (INR Fifty Crore only)			Project Value' of the partially completed project. Project citation as per format in Annexure 4.		
T.E. 2.2	In case of OEM Participation in the bid	OEM: 10 Marks Else: 0 Marks	10	b) Bidders shall submit copy of MoA/AoA clearing stating its business objective as a manufacturer or Any other relevant supporting document	c)	d)
TE 6.	Presentation (20 marks)					
	Presentation by the bidders on their understanding of the requirements of MPCBs and proposed delivery plan and implementation approach.	For presentation in below categories: Service Provider's response on Scope of Work will be scored on	20	Soft Copy and 01 (one) Hard Copy of Technical Presentation to be submitted after the technical presentation.		

S. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents	Document submitted Yes/No	Pg.No.
		<p>the following metrics.</p> <p>Metrics:</p> <p>5. Execution and delivery Timelines with justifications: Day-wise plan to be developed and demonstrated;</p> <p>6. Proposed approach and methodology for undertaking operation and maintenance;</p> <p>7. Best practices and learning experience from similar assignments;</p> <p>8. Compliance reporting plan-Proposed reporting and Project Handover</p>				
	Total		100			

Annexure 10 Undertaking for After Sales Support Office in Maharashtra

(To be submitted on the Letter of lead bidder)

{Place, Date}

To,

The Member Secretary,

Maharashtra Pollution Control Board,

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

Sion Circle, Sion, Mumbai-400 022

Subject: Undertaking for Opening Office in Maharashtra

RFP Reference No: MPCB/

Sir,

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

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

Yours Sincerely,

Signature of Notary (with official seal)

Name :

Designation :

Seal :

Business Address :

Annexure 11 MAF Manufacturer's Authorization form

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

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

Date:

Place:

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

Subject: Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB

Bid document Ref <Reference No.>

Dear Sir,

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

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

- We hereby agree to the following with regards to the solution, products and services offered by us through the above firm against this Bid Invitation.
 - We extend full on-site guarantee and warranty.
 - OEM Warranty for the offered product(s), is for minimum One (1) years from the date of this letter.
 - We have read and understood the said Bid document and the functional and technical requirements and the offered product(s), as mentioned above, is complying with the respective requirements.
 - Confirm that the offered product(s) is not likely to be declared as
 - End of sale for attachment not within next 60 months
 - End-of-Support within next five years from the date of this letter
 - Confirm that the support including spare parts for the quoted products shall be available for the entire contract period.
 - We will provide any or all of the materials, notifications, and information
 - Such Products as MPCB may opt to purchase from OEM, provided, that this option shall not relieve OEM of any warranty obligations under the Contract; and
 - in the event of termination of production of such Products:
 - ✓ advance notification to MPCB of the pending termination, in sufficient time to permit MPCB to procure needed requirements; and
 - ✓ Following such termination, furnishing at no cost to MPCB, operations manuals, standards, and specifications of the Products, if requested.
 - We duly authorize the bidder <Bidder name> to act on our behalf in fulfilling all technical support and maintenance obligations required by the contract.
 - We, as OEM of _____ < product> _____, agree to provide onsite delivery and support to <Bidder name> and shall physically visit as and when required & certify installation of attachments and maintenance of parts as per standards and best practices at all locations and submit our satisfactory report, which is one of the mandatory requirements for Bidder to proceed with further activities.

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

OR

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

Yours faithfully,

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

Signature :

Name :

Designation :

Address :

Date :

Company Seal

Thanking you,

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

Annexure 12 Manufacturer's Declaration about 100% compliance to minimum technical specifications

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

Date:

Place:

To,

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

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

Dear Sir,

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

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

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

Name

In the capacity of

Signed

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

Dated:

Annexure 13 Declaration from HR department of the Bidder

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

To,

Member Secretary

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

Dear Sir,

Subject: HR Department Declaration - _____

RFP Reference No: MPCB/

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

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

S. No.	Position proposed for	Employee Name	Employee ID	Education & Area of Expertise	No. of Years with firm
1.					
2.					

Yours sincerely,

Authorized Signatory/ HR Head

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

Annexure 14 Financial Proposal Cover Letter

(Not to be enclosed along with Technical Cover)

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

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

Subject: Commercial Proposal Cover Letter for- Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB

Ref: MPCB RFP No:

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of the tender for Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB do hereby propose to provide Services as specified in the bidding documents.

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

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

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

Yours sincerely,

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

Annexure 15 Format for Financial Bid
(Not to be enclosed along with Technical Cover)

Part A: Supply of mechanized sweeping machines

S. No.	Description	Qty	Basic Unit Rate (In INR) (All inclusive, excl. GST)	GST Rate (18%)	Total Unit Rate (INR) (Incl. GST)	Total Amount (INR) (incl. GST)
		A	B	C	D = B+C	E = A x D
	PART A					
1	Prototype Machine : Supply of Mechanized Cleaning Vehicles with minimum specifications as per RFP, with Name of OEM, Make and Model of the Equipment with all necessary and required accessories.	01				
2	Batch 1 : Supply of Mechanized Cleaning Vehicles with minimum specifications as per RFP, with Name of OEM, Make and Model of the Equipment with all necessary and required accessories.	09				
3	Batch 2 : Supply of Mechanized Cleaning Vehicles with minimum specifications as per RFP, with Name of OEM, Make and Model of the Equipment with all necessary and required accessories.	10				
	Total Cost (In Figures) (In INR):					
Total Cost (In Words) (In INR):						

Part B: Cost of Comprehensive Annual Maintenance Contract (CAMC) services for mechanized sweeping vehicles

Sr. No.	Scope Deliverables	Qty	1 st Year	2 nd Year	3 rd Year	Total (Excluding GST)	Total incl. GST
	Part B						
1	Onsite warranty services with zero cost for first year and including onsite Operation and Maintenance Services	LS (1)		Nil	Nil		
2	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for second & third year of machinery integrated vehicles including onsite Operation and Maintenance Services	LS (1)	Nil				
3	Insurance of 20 vehicles for 2 nd & 3 rd year i.e., CAMC period.	20	Nil				
	Total Cost (Part B)						

Total Cost

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

Note:

1. The Bidder shall provision for all costs required for the entire duration of the contract. MPCB shall not be liable to pay any additional costs, apart from that mentioned in the table above.
2. The rate quoted by bidder shall include all costs associated with fulfilling the project deliverables, Out of Pocket Expenses including Travelling, Lodging, Food, insurance, etc. MPCB shall not pay any additional cost to bidder.
3. All costs shall remain valid for the entire duration of the contract.

4. All factor/services/components need to be taken into consideration before filling rate in the Financial Proposal Format. No changes will be entertained once the bid has been submitted. MPCB does not guarantee work order for the bids submitted.
5. All the prices are to be entered in Indian Rupees ONLY.
6. The quoted rates shall be inclusive of all taxes and excluding GST. GST shall be paid as actual at prevailing rates by MPCB after awarding the contract to successful bidder at the time of releasing the payments.
7. Bids not conforming to the formats and instructions given below, the Bids will be considered as invalid / non-responsive. MPCB's decision will be final in such case.
8. The PRICE BID has to be submitted online in the BOQ format provided.
9. **BIDDERS ARE REQUESTED TO SUBMIT ONLINE COMMERCIAL BID FORMAT**
10. **A COPY OF COMMERCIAL BID PRINTED ON LETTERHEAD TO BE UPLOADED on Mahatender portal.**

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

Annexure 16 Format for Bank Guarantee for EMD

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **RFP for Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB** Project (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.9 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR (INR only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including
4. failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
5. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such

- extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
6. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
 7. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 8. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 9. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 10. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
 11. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (INR crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Annexure 17 Format for Performance Security/ Bank Guarantee to be Submitted After Award of Contract

Form of Bid Security (Bank Guarantee)

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

To

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

Whereas <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for the **RFP for Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB** (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the Bidder shall furnish a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

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

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

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

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

Notwithstanding anything contained herein:

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

Dated _____ Day of _____ 2024

For _____

(Indicate the name of the Bank)

Annexure 18 Power of Attorney

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “**Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB**” including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

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

For _____

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

Accepted,

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

Note:

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

Annexure 19 Format of sending pre-bid queries

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

Ref: RFP Ref. number:

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

Signature :

Name of the Authorized signatory :

Company seal :

Date and Stamped :

Annexure 20 Draft Conditions of Contract

This AGREEMENT is made at _____, Maharashtra, on this ____ day of, ____ 2024,

BETWEEN

<<Insert Designation of Authorized Signatory>> Maharashtra Pollution Control Board, Government of Maharashtra, having its office at Kalpataru Point, 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/ 2013*, having its registered office at <<***>> (hereinafter referred to as “Party” or “Second Part” which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

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

Whereas:

Whereas MPCB has envisaged ----- (hereinafter referred to as the “said Project”).

And whereas MPCB has published the RFP to seek services of a reputed Agency for -----.

And whereas M/s. ----- has submitted its proposal for-----.

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

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

The Agreement shall consist of this Contract Form and the following documents, hereinafter referred to as the ‘Contract Documents’, all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. RFP / Tender Form
3. Scope of Work as given in the RFP / Tender Document.
4. Project & Payment schedule as given in the RFP / Tender Document.
5. Terms & Conditions of Contract as given in the RFP / Tender Document.
6. Key Performance Indicators as given in the RFP / Tender Document.
7. Technical proposal of Tenderer.
8. Financial Proposal
9. Corrigendum, if any

This Agreement sets forth the entire contract and agreement between the parties pertaining to “_____” and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the Agency as hereinafter mentioned, the Agency hereby covenants with the MPCB to provide services with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

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

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 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 -----
The Member Secretary,
For and on behalf of MPCB

Signed, sealed and delivered
By -----
For and on behalf of the “Agency”,

Witnesses:

- (1)
- (2)

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

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

Note:

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

Annexure 21 Non-Disclosure Agreement

[Company Letterhead]

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

WHEREAS

1. The “MPCB” has issued a public notice inviting various organizations for **Proposal for Selection of Agency for Supply, Commissioning, Operations And Maintenance of 20 Mechanized Cleaning Vehicles in Maharashtra for MPCB**. (Hereinafter called the “Project”) of the MPCB.
2. The Bidder, having represented to the “MPCB” that it is interested to bid for the proposed Project,
3. The MPCB and the Bidder agree as follows:
 - a) In connection with the “Project”, the MPCB agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MPCB operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
 - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information.
 - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information.
 - iii. use the information only as needed for the purpose of bidding for the Project.
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - v. undertake to document the number of copies it makes
 - vi. on completion of the bidding process and in case unsuccessful, promptly return to the MPCB, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
 - was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or

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

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address

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