



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

Request for Proposal

For

Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

RFP Reference No. : MPCB/PSO/CDTSAMPLE/2024-25

Date of Issue : 12/07/2024

Tender Price : Rs. 23,600/- (Inclusive of all taxes)

Issued By:

THE MEMBER SECRETARY,
MAHARASHTRA POLLUTION CONTROL BOARD,
KALPATARU POINT, 3RD FLOOR, OPP. PVR CINEMA,
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Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Table of Contents

1. Disclaimer	6
1.1 Abbreviations	7
1.2 Key Terms- Definition	8
1.3 Tender Notice	10
1.4 Tender Schedule	11
2. Invitation for Bids.....	12
3. Instructions to Bidders.....	15
3.1 Introduction of MPCB.....	15
3.2 Purpose.....	16
3.3 Consortium	16
3.4 Completeness of Response	17
3.5 Proposal Preparation Costs	18
3.6 Bidder Inquiries	18
3.7 Amendment of RFP Document.....	18
3.8 Supplementary Information to the RFP	18
3.9 MPCB's right to terminate the process	18
3.10 MPCB's Right to accept any Bid and to reject any or All Bids	18
3.11 Earnest Money Deposit (EMD).....	19
3.12 Authentication of Bid	19
3.13 Language of Bids.....	19
3.14 Patent Claim	20
3.15 Bid Submission Format.....	20
3.16 Bid Submission Instructions	20
3.17 Late Proposal and Proposal Validity Period	22
3.18 Modification and Withdrawal of Proposals.....	22
3.19 Non-conforming Proposals.....	22
3.20 Acknowledgement of Understanding of Terms	22
3.21 Bid Opening	22
3.1.1 Tender Evaluation Committee	23
3.22 Pre-Qualification Criteria.....	24
3.23 Evaluation of Pre-Qualification Proposal	27
3.24 Technical Qualification Criteria	27

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

3.25	Evaluation of Technical Proposal	31
3.26	Commercial Evaluation & Award Criteria.....	32
3.27	Award of Contract	33
3.28	Non-Disclosure Agreement (NDA).....	33
3.29	Security Deposit	33
3.30	Bid Prices	34
3.31	Bid Currency	34
3.32	Signature	34
3.33	Correction of errors.....	34
3.34	Corrections to Arithmetic errors	34
3.35	Disqualification.....	34
3.36	Tendering Under Different Names.....	35
3.37	Deviation	35
4.	Scope of Work.....	36
4.1	Detailed Scope of work	36
4.1.1	Collection and Delivery of Samples.....	36
4.1.2	Development of Web-Based Application System	39
4.2	Responsibilities of the Selected Bidder	42
4.3	Responsibilities/Duties of MPCB	42
4.4	Process Flow	43
4.5	Project timelines.....	44
4.6	Payment Terms.....	44
4.7	Regulation and Licensing.....	45
4.8	Service Level Agreement (SLAs)	46
4.8.1	SLAs Pertaining to delivery and handling of samples	46
4.8.2	SLAs Pertaining to Software Development	47
4.8.2.1.	Development SLA.....	47
4.8.2.2.	Post-Development SLA	47
4.9	Handling of Bidder Grievances/Dispute Resolution	48
4.10	Exit Management.....	48
5.	General Conditions of Contract	49
5.1	General Guidelines	49
5.2	Interpretation	49

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

5.3	Key Performance Measurements.....	49
5.4	Commencement & Progress	50
5.5	Trademarks, Publicity	50
5.6	Confidentiality	50
5.7	Ethics	50
5.8	MPCB's Obligations	51
5.9	Events of default by the Selected Bidder	51
5.10	Consequences of Default	52
5.11	Audit, Access, and Reporting.....	53
5.12	Other Conditions	54
5.12.1	Indemnity.....	54
5.13	Corrupt or Fraudulent Practices.....	54
5.13.1	Jurisdiction of Courts	54
5.13.2	Import License	54
5.13.3	Safe Custody	55
5.13.4	Risk and Cost.....	55
5.13.5	Conflict of Interest	55
5.13.6	Confidentiality	55
5.13.7	Arbitration	56
5.13.8	Governing law and Jurisdiction.....	56
5.13.9	Limitation of Liability	56
5.13.10	Variation in Agreement Quantity & its Payment.....	56
5.13.11	Extension of timelines	57
5.13.12	Relationships.....	57
5.13.13	Termination	57
5.13.14	Assignment	58
5.13.15	Force Majeure.....	58
5.13.16	Non-Fulfillment of Conditions Precedent.....	60
5.13.17	Governance Schedule	61
6.	Guidelines for Pre- Qualification Proposal	62
6.1	Pre-Qualification Proposal Bid Cover Letter	62
6.2	Format to share Bidder's and Bidding Firms Particulars	63
6.3	Format of sending pre-bid queries.....	64

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

6.4	Checklist for the	
	s for Pre-Qualification Proposal.....	65
7.	Guidelines for Technical Proposal	70
7.1	Technical Proposal Bid Cover Letter.....	70
7.2	Format to Project Citation.....	72
7.3	Checklist for the documents for Technical Proposal.....	74
8.	Guidelines for Financial Proposal	80
8.1	Financial Proposal Cover Letter.....	80
8.2	Financial Proposal Instructions.....	81
8.3	Format for Financial Bid	82
9.	Annexures	83
	Annexure A: Format for Declaration by the Bidder for not being Blacklisted /Debarred	83
	Annexure B: Performance Security - Bank Guarantee Format.....	84
	Annexure C: Non-Disclosure Agreement	86
	Annexure D: Financial Declaration of Bidder.....	89
	Annexure E: Format for Self-Declaration.....	91
	Annexure F: Power of Attorney	92
	Annexure G: Undertaking for Office in Maharashtra	93
	Annexure H: Functionalities on the Dashboard of custom developed solution.....	94
	Annexure I: List of Laboratory	95
	Annexure J: Declaration of Data Security	96
	Annexure K: Consortium Declaration	97
	Annexure L: HR Declaration.....	101

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

1. Disclaimer

This Request for Proposal (RFP) for **“Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra”** 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 making a decision 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.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

1.1 Abbreviations

Abbreviation	Description
AO	Account / Administrative Officer
AAO	Assistant Account Officer
AOA	Articles of association
BG	Bank Guarantee
CAG	Comptroller and Auditor General of India
CCA	Controller of Certifying Authorities
CPCB	Central Pollution Control Board
DAO	Divisional Account Officer
DD	Dem ad Draft
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GCC	General Contract Conditions
GoM	Government of Maharashtra
GST	Goods and Services Tax
INR	Indian Rupee
ITB	Instructions to bidder
LLP	Limited Liability Partnership
LOA	Letter of Approval
LOI	Letter of Intent
M&H	Management and Handling
MPCB	Maharashtra Pollution Control Board
MoA	Memorandum of Association
NDA	Non-Disclosure Agreement
NEFT	National Electronics Fund Transfer
NIC	National Informatics Centre
PAN	Permanent Account Number
PDF	Portable Document Format
PBG	Performance Bank Guarantee
PSU	Public Sector Undertaking
RFP	Request for Proposal
RTGS	Real Time Gross Settlement
SD	Security Deposit
SLA	Service Level Agreement
TEC	Tender Evaluation Committee
ULB	Urban Local Body
URL	Uniform Resource Locator

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

UT	Union Territory
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1.2 Key Terms- Definition

Term	Definition
Bid / Proposal	This means the documents in their entirety comprising of the pre- qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MPCB.
Bidder/Agency/ Operator/Supplier	Business Organization/Firm who shall deliver samples
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.
Authority/ Corporation	This means Maharashtra Pollution Control Board (MPCB).
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Contract / Project Period	Contract period = 5 years 2 months. Contract period can be further extended for 1 year with mutual consent.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in MPCB, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the process of selection of Bidder for implementation of courier facility in MPCB.
End of Contract	This refers to the time when the Contract Period has ended.
RFP/ Tender	This means the Request for Proposal released, containing the technical, functional, commercial, and operational specification.
Contract	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
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.
Subcontractor	This means person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract which includes work on the Site.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Term	Definition
Employer	This shall mean MPCB and is the party who will employ the selected bidder to carry out the Works through contractual engagement.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

1.3 Tender Notice

TENDER NOTICE

RFP Reference No.: MPCB/PSO/CDTSAMPLE/2024-25

Date: - 12.07.2024

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for “**Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra**”. MPCB intends to solicit technical and commercial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before the dates mentioned in this 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** /- {20,000 + 3,600 (GST @ 18%)} (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.

DISCLAIMER

1. Detailed timetable for the various activities to be performed in e-tendering process by the renderer for quoting their offer is given in these tender documents under "**Tender Schedule**". Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
2. 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.
3. In the event MPCB will not 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.
4. The tenders 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.
5. 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.
6. Bidder must get done all the e-tendering activities well in advance.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

1.4 Tender Schedule

Sr. No.	Particulars	Start Date	End Date
1.	Tender Publish	12/07/2024	-
2.	RFP Document Download	12/07/2024	12/08/2024
3.	Submission of Pre- Bid Queries	12/07/2024	25/07/2024
4.	Pre-Bid Meeting	26/07/2024	26/07/2024
5.	Bid Submission	26/07/2024	12/08/2024
6.	Pre-Qualification Bid Opening	14/08/2024	14/08/2024
7.	Technical Qualification Opening	Will be informed later	-
8.	Commercial Bid Opening	Will be informed later	-

Note-

- Earnest Money Deposit: INR 21,00,000 /- (Rupees Twenty-One Lakhs only) through online payment mode.
- All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone numbers for any doubts/information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd. Next Tender (India) Pvt. Ltd on 020-3018 7500
- Bidders should submit the document related to tender online. The bidders who wish to submit the payment of EMD by way of RTGS/NEFT should pay the same two working days in advance before the last day of bid preparation.
- Cost of tender form of INR 23,600 /- (Rupees Twenty-three thousand six hundred only) i.e., Rs 20,000 /- + 18% GST should be credited in to MPCB fund account by online payment gateway, otherwise Bidders cannot participate in e-tendering.
- Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
- 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>.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

2. Invitation for Bids

MPCB hereby invites Proposals from reputed, competent, and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the **“Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra”** as detailed in this RFP document.

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 through e-Tendering Online Payment Gateway mode only.

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 Safe crypt, 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 are listed in the table below:

Sr. No.	Items	Description
1.	RFP Reference No.	MPCB/PSO/CDTSAMPLE/2024-25
2.	Name of the Project	RFP for “Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra”
3.	RFP Document Download Start / End Date & Time	Start Date: 12/07/2024 at 11:00 am (IST) End Date: 12/08/2024 up to 5:00 pm (IST) Please visit the below mentioned e-Tendering website https://mahatenders.gov.in
4.	Last date to send in	All the queries should be received on or before 25/07/2024 up to 5:00 pm (IST) through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>”.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Sr. No.	Items	Description
	requests for clarifications	<p>The queries should be submitted as per the format prescribed in Section 6.3</p> <p>The Pre-Bid queries to be sent to the Email Id: Email ID: ps0@mpcb.gov.in</p>
5.	Date, Time, and place of pre-bid meeting	<p>26/07/2024 at 11.00 am (IST), Address: The Member Secretary, Maharashtra Pollution Control Board, Kalpataru Point, 4th floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022</p> <p>And on through MS Teams link as mentioned below: https://teams.microsoft.com/l/meetupjoin/19%3ameeting_Y2E2MTk3NWYtZDBlMy00ZjFjLWI0MmYtMjg2NjcwZDRjZDMw%40thread.v2/0?context=%7b%22Tid%22%3a%228940ba96-6696-4ae0-99616f604093928f%22%2c%22Oid%22%3a%229a2c424d-481a-406d-a7a1-811badb6c22c%22%7d</p>
6.	Tender Fee to be paid via Online Payment Gateway mode only.	INR 23,600/- (Including GST)
7.	Last date (deadline) for submission of bids	12/08/2024 up to 5:00 pm (IST)
8.	Date and Time of opening of prequalification proposals	14/08/2024 at 11:00 am (IST)
9.	Date Time and Place of opening of Technical Proposals	Will be intimated later.
10.	Date Time and Place of opening of	Will be intimated later.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Sr. No.	Items	Description
	Financial Proposals	
11.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode or DD.	INR 21,00,000 /- (Rupees Twenty-One Lakhs Only)
12.	Security Deposit (PBG)	5% of estimated yearly project value valid up to Six (06) months post end of contract period. PBG should be only from Nationalized banks. To be submitted within 15 days from date of notice/letter of award of the contract or as intimated in the work order issued by MPCB. If the contracts get extended, the validity shall be 6 months beyond extended contract completion date.
13.	Last date for signing contract	Within 30 (thirty) days after Letter of Award/Work Order or as intimated by MPCB. If the agreement is not signed within the time frame, MPCB shall reserve the right to revoke the offer made, at the discretion of Hon'ble Member Secretary, MPCB.
14.	Bid Validity Period	180 days from the date of submission of Bid
15.	Contract Period	5 Years and 2 months from the date of award of contract. Contract may be further extended for a period of 1 year based on service delivery performance with mutual consent.
16.	Contact Person	THE MEMBER SECRETARY, MAHARASHTRA POLLUTION CONTROL BOARD, KALPATARU POINT, 3RD FLOOR, OPP. PVR CINEMA, SION CIRCLE, SION, MUMBAI-400 022 Tel: +91 22 2401 4701 / 2402 4068 Website: https://mpcb.gov.in Email ID: psa@mpcb.gov.in

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

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

3. Instructions to Bidders

3.1 Introduction of MPCB

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

Some of the important functions of MPCB are:

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

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

3.2 Purpose

MPCB hereby invites proposals from reputed, competent, and professional companies for a period of five years, who meet the minimum eligibility criteria as specified in this bidding document for **“Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra”** This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in **Section 4.0** of this RFP document.

Address for Correspondence & Contact Person:

THE MEMBER SECRETARY,
MAHARASHTRA POLLUTION CONTROL BOARD,
KALPATARU POINT, 3RD FLOOR, OPP. PVR CINEMA,
SION CIRCLE, SION,
MUMBAI-400 022

Tel: +91 22 2401 4701 / 2402 4068

Website: <https://mpcb.gov.in>

Email ID: psa@mpcb.gov.in

3.3 Consortium

The Bidders are allowed to form Consortium subject to the following conditions:

1. The number of Consortium members cannot exceed two, including the Lead Member.
2. Consortium can comprise of a combination of sample courier agency and System Integrator only.
3. Lead Member shall be the sample courier agency in case of consortium. In case of single bidder, it shall be a courier agency.
4. Lead Member shall be responsible to MPCB and for discharging all responsibilities related to the bid process and the Project.
5. Bidders not allowed to submit multiple bids.
6. Members of the Consortium shall commit to hold the equity stakes which are in line with the requirements of RFP Document. (In case of 2 (two) Consortium member Majority Stake of Lead Bidder should be greater than equal to 51%). The nomination(s) shall be supported by a Power of Attorney as per **Annexure F**.
7. The members of the Consortium shall enter into a binding Joint Bidding Agreement, for the purpose of making the Bid.
8. The Lead Member will submit the Proposal. The Lead Member and all the members of Consortium will sign the Contract with MPCB.
9. All the members of consortium shall be jointly and severally responsible for the execution of the contract.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

10. In case of a Consortium Bid, the Lead Member would need to submit the Consortium Declaration in the format provided in [Annexure K](#) of the RFP. The Lead Member would also need to submit the Agreement between the Consortium members for the Contract clearly indicating their scope of work and relationship. Such Agreement should be prepared on a stamp paper of requisite value and is required to be submitted along with the Technical Proposal. If the Lead Member does not submit the Agreement, it will be considered as an individual bid.
11. All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director duly authorized by Board resolution of the Companies.
12. Each Consortium member shall execute and submit along with the Technical Proposal, a registered power of attorney in the format provided in [Annexure F](#) of the RFP in favour of the Lead Member which shall inter-alia, authorize the Lead Member to act for and on behalf of such member of the Consortium and do all acts as may be necessary for the performance under the contract.
13. The Consortium Agreement shall provide the following information in respect of the Consortium members that the Bidder will engage to provide any of the services required under this RFP.
14. Brief description of nature of services to be provided by Consortium member;
15. Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email);
16. Date, form and state of incorporation of Consortium member;
17. Company Principals (Name, title and business address)
18. The Consortium Agreement by the Lead Member and Consortium member(s) should also be addressed to the MPCB clearly stating that the Agreement is applicable to the contract executed out of this RFP and shall be binding on them for the Contract Period. Notwithstanding the Agreement, the responsibility of coordination and smooth execution of job under the contract will be with the Lead Member.
19. The Lead Member shall be solely liable to and responsible for all obligations towards MPCB for performance of works/services including that of its partners/sub-contract or so any other directly or indirectly appointed to or related to the bidder(s) for this bid under the contract.
20. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Agreement Period.

3.4 Completeness of Response

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

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

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.

3.5 Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and MPCB shall not be held responsible for any cost incurred by the bidder. 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.

3.6 Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the format as mentioned in the **Clause 6.3**. 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.

3.7 Amendment of RFP Document

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

3.8 Supplementary Information to the RFP

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

3.9 MPCB's right to terminate the process

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

3.10 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

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MPCB's action.

3.11 Earnest Money Deposit (EMD)

1. Bidders shall submit EMD of INR 21,00,000/- (Twenty-One Lakhs Only) through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder's EMD will be returned within 90 days from the date of opening of the financial bid. The EMD for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Security Deposit (Bank Guarantee) for an amount equal to 5% of the contract value valid up to Six (06) months post end of contract in the format provided in [Annexure B](#) of the RFP.
3. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to all the Bidders (including the successful Bidder) without any accrued interest on it.
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - If, during the bid process, any information is found false/fraudulent/malafide, and then MPCB shall reject the bid and, if necessary, initiate action.

3.12 Authentication of Bid

1. The original copy (hard copy) of the RFP Document shall be signed, stamped, scanned, and submitted along with the bid. 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.
2. 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.

3.13 Language of Bids

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

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

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

3.14 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, or industrial design rights arising from the use of the goods 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.

3.15 Bid Submission Format

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

3.16 Bid Submission Instructions

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

Particulars	Instructions
<p>Envelope A:</p> <p>Pre-Qualification Proposal</p>	<p>Pre-Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> a. Checklist for Pre-Qualification Proposal b. Scanned copy of EMD receipt c. Scanned copy of Receipt of the Tender Fees d. Pre-qualification documents as per Clause 3.22 e. Bidder and Bidding Firm Details f. Annexure C: Non-Disclosure Agreement <p>Scanned copy of Receipt of the Tender Fees and Earnest Money Deposit (EMD) must be uploaded through online bid submission process.</p> <p>The pre-qualification documents shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Section 6 of this RFP. Bidders shall submit accurately filled Checklist for Technical Proposal documents as per format in Clause 6.5.</p>

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Particulars	Instructions
	Each page of the Pre-Qualification documents should be signed and stamped by the Authorized Signatory of the Bidder. Proposal should be submitted through online bid submission process only.
Envelope B: Technical Proposal	<p>Technical Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> Checklist for Technical Qualification Proposal Technical qualification documents as per Clause 3 Project Citation as per Clause 7.2
Envelope C: Financial Proposal	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section 7 of the RFP.</p> <p>Each page of the Financial Proposal shall be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal shall be submitted through online bid submission process only.</p> <p>In no way the bidder shall indicate its Financial Offer in any Envelope other than Envelope C. In case it is found, MPCB may summarily reject the proposal of the said bidder.</p>

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

- MPCB shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid, and rejected.
- The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
- MPCB may seek clarifications from the Bidder on the Technical proposal. Any of the clarifications by the Bidder on the Technical proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the Technical proposal and should incorporate all the clarifications provided by the Bidder on the Technical proposal during the evaluation of the Technical offer.
- Financial Proposal shall not contain any technical information.
- It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.
- Proposals sent by fax/post/courier shall be rejected.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

3.17 Late Proposal and Proposal Validity Period

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

3.18 Modification and Withdrawal of Proposals

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

3.19 Non-conforming Proposals

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

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

3.20 Acknowledgement of Understanding of Terms

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

3.21 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids.
2. MPCB reserves the rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in three stages.
4. In the first stage, pre-qualification proposal along with document checklist shall be opened and evaluated as per the criteria mentioned in Clause 3.22 of the RFP.
5. In the second stage, Technical Qualification proposals of those Bidders who qualify Pre-Qualification criteria shall be opened and evaluated.
6. In the third stage, Financial Proposal of those Bidders, whose all pre-proposals (Prequalification and technical qualification) qualify, shall be opened. All Bids shall be opened in the presence of Bidders' representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
7. The Bidders' representatives who choose to be 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,

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

if the representative of the Bidder remains absent, MPCB will continue with the process and open the bids of all bidders.

8. 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 even after due diligence is done.
9. The Bids and Qualification Submission of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall be declared Eligible and Qualified Bids (the “Eligible and Qualified Bids”/ “Eligible and Qualified Bidder”).
10. In case the bidder is not able to submit the documents required to demonstrate capability as set out in this RFP and/or the bidder is not able to satisfy the Bid Evaluation Committee with regards to clarifications/information/confirmations sought from the Bidder, the Bid Evaluation Committee, at its sole discretion, can consider such bids ineligible for next stage of bid opening.
11. Financial bids of the bidders who meet technical eligibility and qualification criteria shall be opened.

3.1.1 Tender Evaluation Committee

MPCB shall form a Tender Evaluation Committee (hereinafter referred to as “TEC”) to evaluate the bids.

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

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

3.22 Pre-Qualification Criteria

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ 1	Legal Entity	<p>The bidder (all members in case of consortium) should be a company registered under the Companies Act, 2013 or the Companies Act, 1956</p> <p>OR</p> <p>A Limited Liability Partnership (LLP) registered under the LLP Act, 2008</p> <p>OR</p> <p>Indian Partnership Act 1932</p> <p>All above as amended time to time.</p>	<p>General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.</p> <p>Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed</p> <p>Copy of PAN Card</p> <p>Copy of GST Registration</p> <p>Power of Attorney Declaration as per Annexure F</p>
PQ 2	Turnover	<p>The average annual turnover of the bidder (Lead member in case of consortium) for the last three (03) audited financial years should be more than INR 4.00 Cr. (FY 2020-21, FY 2021-22, FY 2022-23 or FY 2021-22, FY 2022-23, FY 2023-24)</p>	<p>Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant of the Bidder for total turnover as per the format Annexure D</p>
PQ 3	Net worth	<p>The Bidder (All members in case of consortium) shall have Positive Net Worth for the last Financial Year. (FY 2022-23 or FY 2023-24)</p>	<p>Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly</p>

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ 4	Project Experience	<p>The Bidder (Lead Member in case of consortium) must have experience in “Similar works” during last seven (07) years as on last date of submission of bid as per following details:</p> <p>One (01) project with “Similar works” worth costing at least INR 9.00 Cr.</p> <p>OR</p> <p>Two (02) projects with “Similar works” each costing at least costing not less than the amount equal to INR 6.00 Cr.</p> <p>OR</p> <p>Three (03) projects with “Similar works” each costing at least not less than the amount equal to INR 5.00 Cr.</p>	<p>signed for total turnover as per the format Annexure D</p> <p>a) Bidders shall submit copy of work order along with the copy of the contract agreement mentioning the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR</p> <p>c) In case of on-going project, a Go-Live Certificate along with partial completion 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>d) Project Citation as per format specified in Clause 7.2</p> <p>Additionally, bidders showcasing non-govt. project experience shall submit GST tax invoice and proof of payment received.</p>
PQ 5	Manpower Strength	<p>The bidder (Lead member in case of consortium) should have at least 100 employees with either permanent PF account or professional tax account on bidder’s payroll and should have relevant experience, as on date of bid submission.</p>	<p>Certificate from Bidder’s HR authorized representative(s) on original letter head of bidders’ organization clearly stating employees working on similar projects as per Annexure L</p>

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ 6	Manpower Certification	The bidder (all members in case of consortium) should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. or Attested copy of the Employee State Insurance registration letter / certificate.
PQ 7	Quality Certification	The Bidder (Any member in case of consortium) must possess a valid certification from ISO 9001, ISO 27001 and CMMI Level III or above for Development and Services as on last date of submission of bid.	Copy of valid certifications as on last date of submission of bid.
PQ 8	Office in Maharashtra	The Bidder (Lead Member in case of consortium) shall have office in Maharashtra or shall open office in Maharashtra within 30 days from date of issuance of LOA/LOI	a) Copy of existing office address proof like 7/12 (satbara) / lease agreement/ electricity bill 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 RFP in Annexure G.
PQ 9	Blacklisting	The bidder (all members in case of a consortium) should not have been debarred/blacklisted by any Government (State / Central) / Semi Government / Corporation / PSU/ UT/ ULB/ tendering department in India in last 3 years for unsatisfactory past performance,	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure A.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
		corrupt, fraudulent or any other unethical business practices as specified in Rule 151 of GFR, as on date of bid submission.	

*“Similar works” - Projects which involves collection, transportation, delivery and tracking of parcels containing solid/liquid/gaseous samples in India for Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU or Corporates in India.

3.23 Evaluation of Pre-Qualification Proposal

TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in Section 3.23 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.

3.24 Technical Qualification Criteria

TQ #	Criteria	Eligibility Criteria	Max Marks	Marks	Documents to be submitted	
TQ 1	Turnover	The average annual turnover of the bidder (Lead member in case of consortium) for the last three (03) audited financial years should be more than INR 04 Cr. (FY 2020-21, FY 2021-22, FY 2022-23 or FY 2021-22, FY 2022-23, FY 2023-24)	20	1) ≥ 4.00 cr. and ≤ 8.00 cr.	10	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure D
				2) > 8.00 cr. and ≤ 12.00 cr.	15	
				3) > 12.00 cr.	20	

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

TQ #	Criteria	Eligibility Criteria	Max Marks	Marks		Documents to be submitted
TQ 2	Project Experience 1	<p>The Bidder (Lead member in case of consortium) must have experience in “Similar works” during last seven (07) years as on last date of submission of bid as per following details: One (01) project with “Similar works” worth costing at least INR 9.00 Cr. OR Two (02) projects with “Similar works” each costing at least costing not less than the amount equal to INR 6.00 Cr. OR Three (03) projects with “Similar works” * each costing at least not less than the amount equal to INR 5.00 Cr.</p>	20	Project value of maximum any three projects submitted: 1) \geq INR 9.00 Cr and $<$ INR 15.00 Cr:	10	<p>a) Bidders shall submit copy of work order / contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion 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. e) Project Citation as per format specified in Clause 7.2 and Additionally, bidders showcasing non-govt. project experience shall submit GST tax invoice and proof of payment received.</p>
				2) \geq INR 15.00 Cr and $<$ INR 21.00 Cr	15	
				3) \geq INR 21.00 Cr	20	

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

TQ #	Criteria	Eligibility Criteria	Max Marks	Marks		Documents to be submitted
TQ 3	Project Experience 2	The Bidder (any one member in case of consortium) should have experience of at least 1 Successful Implementation of projects having design, development, hosting of tracking application in Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU in India as on date of bid submission.	10	1) 1 project	05	a) Bidders shall submit copy of work order / contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work. d) Project Citation as per format specified in Clause 7.2
				2) 2 projects	08	
				3) 3 or more projects	10	
TQ 4	Project Experience 3	The bidder (Lead member in case of consortium) must have experience in "similar works" in at least fifteen (15) districts in Maharashtra in one or more projects (maximum 5), during last seven (07) years as on last date of submission of bid.	10	Successfully executed /ongoing project in Maharashtra state: For < 15 districts	00	a) Bidders shall submit copy of work order along with the copy of the contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR
				For 15 districts	5	
				1 mark for each additional district (Max 5)		

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

TQ #	Criteria	Eligibility Criteria	Max Marks	Marks		Documents to be submitted
						<p>c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work.</p> <p>d) Project Citation as per format specified in Clause 7.2</p>
TQ 5	Manpower Strength	The bidder (Lead member in case of consortium) should have at least 100 employees with either permanent PF account or professional tax account on bidder's payroll and should have relevant experience, as on date of bid submission.	10	>=100 and < 150	5	Certificate from Bidder's HR authorized representative(s) on original letter head of bidders' organization clearly stating employees working on similar projects as per Annexure L
				>=150 and < 200	08	
				>=200	10	
TQ 6	Quality Certification	The Bidder (Any member in case of consortium) must possess a valid certification from ISO 9001, ISO 27001 and CMMI Level III or above for development and services as on last date of submission of bid.	10	<u>All</u> of the mentioned certificates	05	Copy of valid certifications as on last date of submission of bid.
				<u>ISO 9001, ISO 270001 and CMMI Level IV</u>	08	
				<u>ISO 9001, ISO 270001 and CMMI Level V</u>	10	

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

TQ #	Criteria	Eligibility Criteria	Max Marks	Marks	Documents to be submitted	
TQ7	Presentation	Presentation by the bidder on their understanding of the business / functional requirements of MPCBs and proposed solution and implementation approach.	20	For presentation in below categories: Bidder's response shall be scored on the following: Metrics For presentation and demo in below categories:	Presentation delivered by the bidder should depict Bidder's understanding of the business /functional requirements of the MPCB, the proposed solution and implementation approach.	
				1. Understanding of Scope of work		5
				2. Bidder's experience		5
				3. Project Team		5
				4. Implementation strategy		5
		Total	100			

*“Similar works” - Projects which involves collection, transportation, delivery and tracking of parcels containing solid/liquid/gaseous samples in India for Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU or Corporates in India.

3.25 Evaluation of Technical Proposal

1. TEC shall review the technical proposal of the pre-qualified bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
2. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for technical qualification evaluation.
3. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points (Refer Section 3.24) based on the technical evaluation criteria detailed in the RFP.
4. Bidders who shall scored minimum 70 marks in Technical Evaluation will be considered for Financial Bid Evaluation.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

5. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the MAHA e-Tendering system.
6. MPCB reserve the right to accept or reject any or all bids without giving any reasons thereof.
7. MPCB shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.
8. 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.
9. MPCB reserves the rights to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be considered during the technical qualification evaluation process.

3.26 Commercial Evaluation & Award Criteria

1. After the evaluation of Technical Bid/ Eligibility and Qualification Submissions have been completed as per the requirements of the RFP, the Financial Bids of only those Bidders whose Bid determined to be responsive shall be opened. Decision of Bid Evaluation Committee in this regard will be final. Financial Bids of those Bidders who do not qualify in Technical Bid (not meeting Eligibility and/or Qualification Criteria and/not submitted required RFP fee and/or Bid Security) shall stand rejected and shall not be opened.
2. Financial Bids shall be opened online, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Bidders whose Technical Bid are accepted. The Bidder's representatives who are present at such opening of Price Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, bid rates, etc. will be announced at such opening.
3. Bidders shall submit quotation as per mentioned format. Amongst the bidders considered for financial evaluation, the Bidder quoting the lowest rate as per **Clause 7.3** Financial Proposal Format of this RFP will be considered as most eligible for award of contract (L1).
4. MPCB, however reserves the right to accept or reject any or all bids without giving any reasons thereof.
 - The Bidder who quotes the lowest (L1) rate will be decided as L1 Bidder.
 - (a) In case there is tie between L1 Bidders, cost will be negotiated with each bidder and the one offering lowest negotiated cost, will be selected as final L1 bidder.
 - (b) In case, either of the L1 bidder(s) refuses such allocation, L2 bidder shall contacted to match / negotiate L1 rate, or re-tendering shall be done.
5. The entire business will be allocated to L1 bidder.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

3.27 Award of Contract

1. Letter of Acceptance

Prior to the expiration of the period of bid validity, MPCB will notify the successful bidder in writing or by email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Acceptance will constitute the formation of the contract.

2. Signing of Contract

- MPCB shall notify the successful bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with MPCB within 30 (thirty days) Letter of Acceptance (LOA) issued to the successful bidder by MPCB. Upon the Successful Bidder's furnishing of Security Deposit, MPCB will promptly notify each unsuccessful Bidder.
- Further, INR 500 penalty will be levied per day if the contract is not signed abovementioned time period.
- If the signing of contract is not completed within 2 months after receiving LOA, then the offer made to the selected bidder shall stand annulled.
- Any expenses related to registration of Agreement shall be Borne by Successful Bidder.

3. 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.

3.28 Non-Disclosure Agreement (NDA)

The Successful Bidder has to sign the Non- Disclosure Agreement ([Annexure C](#)) with MPCB.

3.29 Security Deposit

1. **The successful bidder** needs to deposit/submit a security deposit equal to **5% of estimated yearly project value as Bank Guarantee only**. The security deposit shall be valid for a contract period of and will continue with MPCB for further period 6 months after due fulfilment of contract. It should be submitted within 30 days from the receipt of the letter towards award of the contract/work order.
2. The security deposit should be submitted within the period specified above, failing which MPCB may cancel the offer made to the bidder and forfeit the EMD amount.
3. In case of extension in contract period, fresh security deposit of proportionate value shall need to be submitted which shall remain valid for the extended contract period and will continue with MPCB for further period 6 months after due fulfilment of extended contract period.
4. The security deposit will be forfeited if vendor has not fulfilled the terms and conditions as per bid document.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

5. MPCB shall also be entitled to make any recoveries due from the bidder from security deposit submitted against this bid document. In such case the bidder will have to recoup the security deposit amount so recovered within 10 days.
6. No interest will be payable by the MPCB on the amount of the Bid Security.

3.30 Bid Prices

The bidder has to quote for “**Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra**” in the format given for financial bid. Validity of Bid shall be of 180 days from date of opening of bids.

3.31 Bid Currency

The rates quoted shall be in Indian Rupees only.

3.32 Signature

Representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder’s name and seal on all pages of the Bid, including the tender/bid document. The same must be uploaded along with the Technical Qualification Document. All obligations committed by such signatories must be fulfilled.

3.33 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.

3.34 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.

3.35 Disqualification

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

1. Bid not submitted in accordance with the bid document.
2. 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.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

6. Bidder enclosing Commercial 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.

3.36 Tendering Under Different Names

1. Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same Contract.
2. If it is found that firms as described in (a) 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 Managing Director, 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.

3.37 Deviation

1. If any deviations are suggested by the bidders from the contract and/or technical specifications for the Services, MPCB shall determine whether any deviation suggested represents a material deviation.
2. "Deviation" generally may include (proposed) exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A "material deviation or reservation" is one which adversely affects in any way the scope, quality, performance, or administration of the (proposed) contract, and/or which limits in any substantive way, MPCB's rights or the bidder's obligations under the contract, and the acceptance of which would affect unfairly the competitive position of other bidders presenting responsive and eligible bids at reasonable prices.
3. Bidders must demonstrate that their offers do not represent any "material deviation or reservation" from the contract or technical specifications in order to be technically qualified and eligible to have their price bid opened. Bids found inconsistent with the terms and conditions and/ or specifications of this RFP document and bids containing material deviations are liable for rejection. The decision of MPCB in this regard, shall be final and binding.
4. The bidder shall indicate no-deviation from the "Technical Specifications" prescribed in the RFP.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

5. Any bid deviations and other factors, which are in excess of requirements of bid documents or otherwise result in accrual of unsolicited benefits to MPCB shall not be taken into account in bid evaluation.
6. Bidders are required to indicate any deviations, on delivery basis about time period. If required MPCB, at its sole discretion, may revise the delivery schedule with mutual consultation with the bidder in case of the bid of the successful bidder consist of any deviations, which are not material deviations. MPCB shall have right to accept or reject the deviation in delivery schedule as provided in the RFP document. The revised delivery schedule, if any, shall be part of the contract that shall eventually be signed between MPCB and the Bidder (“Contracted Delivery Schedule”).
7. Failure to comply with the contracted delivery schedule shall attract pre-estimated liquidated damages, risk purchase and other provisions of the contract.
8. Notwithstanding the above, in case of the causes of delay in delivery of sample at any location or stage of the contracted delivery schedule are attributable to MPCB, the contracted delivery schedule shall be accordingly from the immediate stage of the delivery schedule. However, if the delays are attributable to the bidders, same shall be penalized as per the Liquidated Damages clause.

4. Scope of Work

Currently, MPCB collects solid, liquid and gaseous and waste samples across the state of Maharashtra and delivers the individual samples to the sample testing laboratories using its own resources. The samples are handed over to the laboratories within 24 to 48 hrs. by following the set guidelines.

There are approximately 24,000 samples collected annually across Maharashtra state, transported, and handed over to laboratories for testing. The majority of samples collected and transported are liquid in nature and are carried in 2.5 litre plastic cans.

To reduce the workload, Maharashtra Pollution Control Board (MPCB) invites proposals from reputable courier agencies to provide transportation and distribution services for industrial samples collected during industrial inspections by field officers. The objective is to streamline the sample delivery process, maintain sample integrity, and introduce a professional distribution system from courier agencies.

4.1 Detailed Scope of work

4.1.1 Collection and Delivery of Samples

1. Delivery of samples to the below listed laboratory locations having pin codes across Maharashtra:

Sr. No.	Laboratory Locations to Deliver Samples
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Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

1.	Navi Mumbai - 400 701
2.	Nagpur – 440 001
3.	Chhatrapati Sambhaji Nagar - 431 210
4.	Nashik - 422 107
5.	Pune - 411 003
6.	Thane - 400 604
7.	Chiplun - 415 605 (Dist. Ratnagiri)
8.	Chandrapur – 442 401

The collected samples must be delivered within 48 hrs. to any of the locations mentioned above as mentioned by the MPCB user.

2. Collection of samples from below listed office locations having pin codes across Maharashtra:

Sr. No.	Field Office Locations to Collect Samples
1.	Sidhivinayak Sankul, Kalyan (West) – 421 301
2.	Udyog Bhavan Building, Kolhapur - 416 002
3.	Vishrambaug, Sangli - 416 416
4.	Collectors Office Compound, Ratnagiri – 415 612
5.	Chiplun, Dist. Ratnagiri - 415 605
6.	Kalpataru Point, Sion (E), Mumbai-400 022
7.	Udyog Bhavan, Civil Line, Nagpur - 440 001
8.	Tatya tope ward, Bhandara-441 904
9.	MIDC Area, Chikalthana, Chatrapati Sambhaji Nagar - 431 210
10.	MIDC Jalna – 431 203
11.	Latur Udyog Samuh Building, MIDC Latur, 413 531
12.	Lahuti Complex, Vajirabad, Nanded- 431 601
13.	Devkripa Building, Rangnath Maharaj Nagar, Parbhani – 431 401
14.	Paryavaran Bhavan, MIDC Area, Chatrapati Sambhaji Nagar - 431 210
15.	Udyog Bhavan, Nashik – 422 007
16.	Municipal Market Building Jalgaon - 425 001
17.	Fulchand Plaza, Devpur, Dhule- 424 001
18.	Savitribai Fule Vyapari Sankul, Ahmednagar- 414 003
19.	Udyog Bhavan, Satpur, Nashik – 422 007
20.	Raigad Bhavan, C.B.D Belapur, Navi Mumbai- 400 614
21.	Jog Center, Wakdewadi, Pune – 411 003
22.	Satara New Government Bhavan, Satara - 415 001
23.	Bali Block, Saat Rasta, Solapur – 413 003
24.	Raigad Bhavan, C.B.D Belapur, Navi Mumbai- 400 614
25.	MIDC - Mahad, District Raigad - 402 309
26.	Mulund Checknaka, Thane - 400 604
27.	MIDC Office Building Boisar Station,Boisar 401 501
28.	Udyog Bhavan, Chandrapur – 442 401

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

29.	Sahakar Surbhi Bapatwadi, Amravati – 444 606
30.	Nehru Park Chowk, Akola – 444 001

Note: The collection and delivery locations may increase during the contract period

4.1.1.1 Sample Container Details and Transportation

The samples to be transported will be of Gaseous, Liquid and Solid types in the containers listed below:

Sr. No.	Parcel container types, container volume and sample type to be filled in container and envelope	Dimension of the containers		
		Height / Length (CM)	Width (CM)	Depth/ Diameter (CM)
1.	Plastic can type-1, 2.5 liters, liquid	20	10	42
2.	Plastic can type-2, 5 liters, liquid	30	13	55
3.	Plastic can type-3, 10 liters, liquid	35	15	70
4.	Plastic can type-4, 15 liters, liquid	40	20	75
5.	Glass bottle type-1, 100 ml, liquid	12	-	18
6.	Glass bottle type-2, 300 ml, liquid	15	-	22
7.	Glass bottle type-3, 500 ml, liquid	17.5	-	27.5
8.	Glass bottle type-4, 1000 ml, liquid	22	-	32
9.	Glass bottle type-5, 2500 ml, liquid	28	-	42
10.	(Filter paper, cellulose / glass thimble or absorption media Plastic bottle type), filter paper, Gas	28	12.5	-
11.	(Filter paper, cellulose / glass thimble or absorption media Plastic bottle type), thimble envelope, Gas	28	12.5	-
12.	(Filter paper, cellulose / glass thimble or absorption media Plastic bottle type), 100 ml, liquid	8	-	11
13.	Plastic box, 250 gm, solid	7.5	-	22

Note: In some cases, there may be containers of bigger sizes having higher carrying capacity. However, such cases will be very less.

1. Transportation of samples to registered laboratories from field offices for testing, following Central Pollution Control Board (CPCB) guidelines and MPCB protocols.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

2. The samples in the containers mentioned will be packaged by the MPCB in appropriate sizes to be made eligible to courier.
3. Compliance with all relevant regulations and quality standards throughout the delivery process.
4. Selected Bidder must ensure safety of samples.
5. Selected Bidder to provide regular reports as may be agreed at the end of each calendar month to MPCB.
6. The delivered samples by Selected Bidder will be inspected by MPCB team.
7. In case of any issues or concerns regarding sample collection and distribution, MPCB has established an escalation matrix for timely resolution. Field officers, sample courier agency personnel, and laboratory representatives will follow predefined escalation paths to escalate inquiries or resolve issues promptly. This ensures effective communication and collaboration among stakeholders to address any challenges that may arise during the project.

4.1.2 Development of Web-Based Application System

1. Custom development of web-based parcel tracking and management system for MPCB and make it available to approx. 100 MPCB users.
2. The basic functionalities of the required web-based parcel tracking and management system should include:
3. MPCB user management and secured access to the MPCB users
4. A dashboard displaying details of the parcels across Maharashtra and its status.
5. Overall and individual tracking details of the parcels including details viz. collection location with time stamp, in-transit and expected time of delivery of the parcel to the selected destination.
6. Reports as per time-period selection.
7. Reports should include sample details along with time stamp and cost.
8. Any other functionality suggested by the MPCB during requirement gathering session.
9. The data should be stored in the system for minimum 5 years and made accessible as and when needed.
10. This system has to be hosted by the Bidder in secured data centre and make it accessible to MPCB users through internet.
11. The Bidder has to maintain this system during the contract period and incorporate minor changes in the system as required during operation and maintenance.
12. A robust tracking system needs to be implemented to monitor the movement of samples from collection to delivery. This system will provide real-time visibility into the status and location of each sample, ensuring transparency and accountability throughout the transportation process.
13. MPCB will have access to a dedicated dashboard providing comprehensive data and analytics on sample collection and distribution. The dashboard will include features such as tracking of sample movement, delivery status, cost associated with the parcel, compliance with SLAs,

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

reporting and performance metrics. This tool will facilitate informed decision-making and efficient management of sample testing operations.

4.1.2.1 Security

1. The Successful Bidder must comply to all data security standards and must provide a data security form given in [Annexure J](#).
2. The webapp shall provide role-based security features.
3. The vendor shall implement SSL and the web webapp shall support encryption such as SSL.
4. The vendor shall conduct security audit of the webapp from Govt. approved agencies like CERT-In/ STQC.
5. Provide audit, analysis and reporting tools to track the webapp system usage. Be able to track, analyses and generate reports on areas like webapp usage, security violations etc.
6. All the security threats/vulnerabilities should be resolved by bidder`s team as an when required at no extra cost billable to MPCB.

4.1.2.2 Technical Requirements

1. Be able to operate in Windows or UNIX or LINUX operating system.
2. Be capable of utilizing the Active Directory OR LDAP v3 based directory for security and personalization.
3. Support fail-over and load balancing to facilitate future scalability.
4. Support all industry standard web browsers latest versions (e.g., Internet Explorer, Mozilla, Chrome etc.)
5. Support industry standards communication protocol and data formats latest versions such as HTTP, HTTPS, SSL, XML and HTML for query and retrieval purposes.
6. Should support broad range of standards for example DOM 1.0, HTML 5, HTTP, HTTPS, MathML, ODBC , ODF (IS26300) , Open XML (IS29500), OpenSearch, OpenType, PDF 1.7, PDF/A, RTF, RSS, ATOM, SOAP, SVG, REST, UDDI, Unicode, URI/URN, W3C XML Schema, WCAG 2.0, WebDAV, WSDL, WSRP, XHTML, XML, XML Web Services, XML Dsig, XPATH, XPS, XSLT.
7. Webapp shall support Web 2.0 capabilities
8. The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user
9. The webapp shall be accessible through mobile and other handheld devices like tablets and the pages shall adjust suitably as per the device without having to transcode for specific devices.
10. To run independent of IP Address i.e., IP Addresses should not be hard coded in the source code/configuration.
11. Webapp should be running on SSL i.e., http request should automatically get redirected to https.
12. To have the flexibility to be linked to any existing/ future applications.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

13. CAPTCHA should be present for web pages with form field such as registration form etc.
14. Password should not be hardcoded in any webapp configuration files or stored in plain text
15. Should support web services APIs, BLOB Storage, custom code solutions, REST, WSRP
16. Should integrate with any other webapp products through open standards such as HTML, XML, RSS, web services, and WSRP.

4.1.2.3 Compliances for Standards

The webapp shall be fully compliant as per the following Guidelines:

1. e-Governance Standards of GoI
2. Framework for Mobile governance issued by GOI- Jan 2012
3. e-Governance Policies of GoI and GoM / DIT
4. GoI Guidelines of Websites
5. W3C Standards
6. WCAG standards like 2.0 AA, xHTML1.0
7. Website Guidelines by DIT, GOM
8. All Guidelines of Indian Government Website (GIGW)

4.1.2.4 Copyright

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of MPCB. The Agency will transfer all Intellectual Property Rights of the developed webapp to the MPCB. The agency shall relinquish the source code, to the department, of the developed webapp within fifteen (15) days from the date of acceptance of the system. The source code supplied to the MPCB shall always be a complete, accurate, and up-to-date copy corresponding exactly to the current production release of the webapp.

4.1.2.5 Hosting

1. System Integrator is expected to host the application on Cloud. The cloud hosting environment should be GCC based with 100% Disaster Recovery. The CSP/cloud hosting vendor should be registered on GeM portal. The System Integrator shall procure cloud in the name of MPCB. All the coordination with CSP, operation and management etc. of the cloud will be sole responsibility of the SI.
2. The bidder shall provide details for computing, storage, security, network infrastructure based on scope of work defined and should explain the same to MPCB department officials.
3. All the data on the cloud shall be owned by MPCB. All the data created/captured under this project shall also be the property of the MPCB.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

4. The Bidder shall be responsible for end-to-end implementation and shall quote and provide/supply any items not included in the bill of material but required for commissioning of the webapp/application and the network and meet the requirements of the RFP/Contract.
5. MPCB shall not pay for any of the equipment not quoted in the bid but are required for successful completion of the project. However, the same must be supplied by the Bidder without any additional fees.

4.1.2.6 Indemnity

Bidder shall indemnify, protect, and save MPCB against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware / software supplied by him.

4.2 Responsibilities of the Selected Bidder

1. The selected bidder will be responsible for efficiently collecting industrial samples as parcels from designated field offices across Maharashtra according to the specified schedule and requirements on daily basis.
2. The bidder must handle samples with utmost care to prevent any tampering or compromise to their integrity during transportation. Strict adherence to handling protocols and security measures is essential.
3. It is the responsibility of the bidder to ensure that samples are checked and maintained under proper as-is conditions as per the guidelines provided by MPCB and relevant regulatory authorities.
4. The bidder is required to promptly share transportation details, including pickup schedules, routes, and estimated delivery times, with the MPCB department responsible for overseeing sample collection and distribution operations.
5. Samples parcels must be safely transported and delivered to registered laboratories for testing within 48 hrs. or as required by MPCB from the time of parcel collection. Timely and accurate delivery is crucial to ensure efficient processing and analysis of samples.
6. In certain cases after sample delivery, the bidder will be responsible for collecting and returning the packaging materials / containers used for sample transportation to ensure sustainability and environmental responsibility.

4.3 Responsibilities/Duties of MPCB

1. MPCB is responsible for appropriately packaging industry samples collected from field offices in accordance with prescribed guidelines and standards to ensure their integrity and safety during transportation.
2. MPCB will ensure that proper preservation conditions are maintained while handing over the samples, including temperature control and the addition of preservatives, to prevent degradation and maintain sample authenticity.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

3. MPCB will affix barcodes and handling instruction stickers on the sample packaging to facilitate tracking and provide guidance to courier agencies on proper handling procedures during transportation.
4. MPCB is tasked with inputting relevant data related to sample collection, packaging, and transportation into the tracking system to maintain accurate records and enable end-to-end monitoring of sample movements.
5. MPCB will track the delivery of samples from collection points to registered laboratories using the tracking system, ensuring complete visibility and monitoring without disclosing the exact location of the laboratories to maintain confidentiality.
6. In the event of any issues related to samples upon reaching the laboratory, MPCB field officers will provide guidance and advice to laboratory personnel to address the concerns and ensure proper handling and testing procedures are followed.
7. MPCB registered laboratories will return the reusable packaging materials to field offices after sample testing is completed, facilitating sustainable practices, and minimizing waste in the sample collection and distribution process.

4.4 Process Flow

- 1) Sample Collection by Field Officer:
 - a) Field officers visit industrial sites to collect industrial samples (gaseous, liquid, and solid) as per CPCB/MPCB guidelines.
 - b) Samples are packaged appropriately in envelopes, plastic, or glass containers by the field officer.
- 2) Notification to Courier Agency:
 - a) Field officer notifies the courier agency of the availability of samples for collection and delivery.
- 3) Sample Pickup by Courier Agency:
 - a) Courier agency dispatches trained personnel to collect samples from the field officer.
 - b) Courier agency carefully checks the overall packaging of the parcel physically.
 - c) Courier agency hands over collection receipt to the handing over MPCB officials.
 - d) Courier personnel add extra protection for handling during transportation if required as per requirement.
- 4) Distribution System:
 - a) The courier agency to deliver the selected parcel to the laboratory by maintaining its confidentiality.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

- b) Laboratories receive samples without prior knowledge of their industry origin.
- 5) Transportation to Laboratory:
 - a) Samples are transported by the courier agency to registered laboratories which has required testing facility for testing the samples.
 - b) Samples are to be handled with utmost care to maintain integrity and authenticity.
 - c) Samples has to be delivered considering the stipulated time within 48 hrs.
- 6) Reporting and Accountability:
 - a) MPCB tracks the movement of samples through reporting mechanism provided by the selected courier agency.
 - b) Courier agency should maintain records of every sample collection and its delivery.
 - c) Selected courier agency should maintain complete details of each parcel with their unique ID and make it accessible to the MPCB users in the form of dashboard and reports

4.5 Project timelines

Sr. No.	Project Milestones	Delivery Timeline
1.	Letter of Award	T
2.	Project Initiation Business Blueprint submission	T1 = T + 2 Weeks
3.	Custom development of web-based parcel tracking and management solution for MPCB to manage collection of parcels from designated offices of MPCB, tracking and delivery of the parcel and dashboard to view the parcel details and reporting	T2 = T + 7 Weeks
4.	Go-Live of the Custom developed web-based parcel tracking and management solution for MPCB and making it accessible to the users	T3 = T + 8 Weeks
5.	Operation and maintenance of Custom developed web-based parcel tracking and management solution for MPCB	T5 = T3 + 5 Years
6.	Physical delivery of the parcels having samples during contract period	T4 = T3 + 5 Years

4.6 Payment Terms

1. No advance payment shall be made.
2. Invoice: Invoices shall be raised on monthly basis.
3. Payment will be released after successful implementation of custom developed web-based parcel tracking and management solution for MPCB.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

4. The Selected Bidder's request for payment shall be made to MPCB in writing, accompanied by an invoice and number of samples/parcels transported during the month on daily basis and upon fulfilment of other obligations stipulated in the contract.
5. Payment will be made only on delivery of samples.
6. Payment shall be made only after the cross verification of deliveries and satisfactory report by the MPCB's officials
7. Payment shall be made in Indian Rupees by Cheque drawn on nationalized Bank / RTGS in the name of Selected Bidder.

Sr. No.	Project Milestones	Delivery Timeline	Payment Terms
1.	Letter of Award	T	-
2.	Project Initiation Business Blueprint submission	T1 = T + 2 Weeks	-
3.	Custom development of web-based sample tracking and management solution for MPCB to manage collection of samples from designated offices of MPCB, tracking and delivery of the samples and dashboard to view the parcel details and reporting	T2 = T + 7 Weeks	-
4.	Go-Live of the Custom developed web-based sample tracking and management solution for MPCB and making it accessible to the users	T3 = T + 8 Weeks	-
5.	Operation and maintenance of Custom developed web-based sample tracking and management solution for MPCB	T5 = T3 + 5 Years	-
6.	Physical delivery of the samples having samples during contract period	T4 = T3 + 5 Years	100% on monthly basis against submission of invoice supported by valid records for no. of samples couriered during the month.

4.7 Regulation and Licensing

The Selected Bidder shall arrange for all the necessary legal, regulatory, and licensing clearances for the trouble free/hassle free operations. All Licenses procured shall be in name of MPCB.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Necessary documents, approvals shall be shared with the successful Bidder by MPCB required for transporting the samples within Maharashtra.

4.8 Service Level Agreement (SLAs)

1. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement.
2. This section defines various Service Level Indicators which will be considered by MPCB in the Service Level Agreement with Successful bidder. The successful bidder must comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality, and availability of services.
3. MPCB reserves the right to change the SLAs after the successful appointment of Bidder, before Go Live for developing webapp. MPCB will make changes in SLA in consultation with the successful bidder.
4. After six months from date of signing of contract, MPCB reserves the right to cancel the order and terminate the contract and recoveries if any, will be made from Selected Bidder's security deposit for non-compliance with the guidelines.
5. Penalty amount will be deducted from the bills payable to the successful Bidder or Security Deposit or both.
6. If the amount is deducted from the security deposit, the Selected Bidder will have to recoup the amount so recovered within 10 days.
7. The discretion to waive off the penalty, if informed and found justifiable, will be with Hon'ble Member Secretary, MPCB.
8. MPCB reserves the right to invoke termination of the contract if the penalty applicable consistently remains greater than equal to 10% of the monthly billing amount for any three consecutive months during the contract period.

The performance of the service provider will be reviewed every month starting from award of contract on delivery and quality parameters. Any delay / deficiency / breakage / shortfall in the services will attract penalty mentioned as under:

4.8.1 SLAs Pertaining to delivery and handling of samples

5. Recovery for delayed delivery (beyond applicable TAT from pickup) will be made @ INR 3,000/- per sample per day basis.
6. Cost of wrong delivery or damage to the container shall be recovered from the successful Bidder which will include delivery charges levied, expenses incurred for collection of sample and loss of time but not exceeding INR 5,000/- per sample / parcel.
7. All above mentioned penalties are exclusive to each other.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

4.8.2 SLAs Pertaining to Software Development

4.8.2.1. Development SLA

1. **Penalty of 0.01% of the Total Contract Value will be levied on to the bidder on daily basis for non-adherence to the timeline till go live of the project.** Once the maximum penalty limit of 10% of TCV has reached, MPCB has the right to call for annulment of the contract based on MPCB discretion.
2. Service Level will not be applicable to SI for the events beyond its scope of work. For e.g., Delay in approval, etc.

4.8.2.2. Post-Development SLA

1. This SLA will start post go live of the project:

#	Service Level Objective	Measurement	Service Level	Penalty
Webapp Uptime				
1	Availability / Uptime of webapp/services resources for webapp functioning	Uptime calculation of webapp ranging due to application issues = (Uptime (in hours) for month / Total time (in hours) of month) *100	Availability / Uptime of the webapp >=99.7%. Monitoring shall be on monthly basis.	Availability / Uptime will attract penalty as indicated below. <99.7% (1% of the total monthly payment)
Webapp Support Performance				
2	Resolution of (Minor) Defects: Basic Code related, uploading file related, access & account related, etc.	Number of defects resolved	95% of the reported defects shall be resolved within 2 days* from the time of reporting the issue.	Delay of every subsequent day in providing resolution will invite penalty of INR 500 for every subsequent day's delay.
3	Resolution of (Major) Defects:	Number of defects resolved	99% of the reported defects shall be	Delay of every subsequent day in

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

#	Service Level Objective	Measurement	Service Level	Penalty
	Database level, Errors over webpage(s), security threats, page not found, etc.		resolved within 1 day* from the time of reporting the issue.	providing resolution will invite penalty of INR 1000 for every subsequent day`s delay.
4	MIS file / reports, clarification, resolution of query	Delivery as per due date	Addressing 100% of the reported concerns within due date as specified by MPCB.	Delay of every subsequent day in providing resolution will invite penalty of INR 5,000 per day per issue

***1 Day comprises of 24 hours.**

4.9 Handling of Bidder Grievances/Dispute Resolution

- To look after the grievances of the Bidder, MPCB shall form a two-tier Committee comprising of:
 - Tier 1 Committee – Regional Officer, Sub-Regional Officer, AAO/Head Accountant
 - Tier 2 Committee – Administrative Officer, Chief Accounts Officers, Law Officer/Office Superintendent
 - Tier 3 Committee - The Member Secretary, MPCB
- 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.
- 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, MPCB in this regard shall be final and binding.

4.10 Exit Management

Exit Management process will be initiated 6 months before the ending/termination of the project contract. In order to align both the parties on transition modalities, the Bidder will submit a detailed Exit Management Plan six (6) months before the ending date of the contract. All operation related data shall be handed over to MPCB at no additional cost.

5. General Conditions of Contract

5.1 General Guidelines

1. The system of recording, measurements and payments will be based on the MPCB in vogue.
2. It is presumed that the Bidder has carefully studied standard, specification of the individual items and all condition before estimated rates are quoted by him.
3. Special provisions in the detailed specifications or wording of any item shall give precedence over the corresponding contract provisions, if any. In case of any contradictions in the specifications, the interpretation and decision of the department shall be final and binding.
4. 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 stipulations.
5. No extra claims shall be accepted as regards specifications, infrastructure, royalties etc.

5.2 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.

5.3 Key Performance Measurements

1. 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.
2. 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.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

5.4 Commencement & Progress

The Selected 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, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material, and methods. The Selected 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.

5.5 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.

5.6 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.

5.7 Ethics

Selected 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,

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

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.

5.8 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 Selected 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 Selected 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 Selected Bidder's request, particulars/information/ or documentation that may be required by the Selected Bidder for proper planning and execution of work and for providing services covered under this contract and for which the Selected Bidder may have to coordinate with respective vendors.
5. MPCB may provide to the Selected Bidder, sitting space and basic infrastructure at their office location on need basis.

5.9 Events of default by the Selected Bidder

The failure on the part of the Selected 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 Selected Bidder. The events of default as mentioned above may include inter-alia the following:

1. The Selected Bidder's 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 Selected Bidder's 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 Selected 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 Selected 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 Selected 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

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

notice which laid down the specific deviance on the part of the Selected Bidder's Team to comply with any stipulations or standards as laid down by the Employer; or

4. The Selected 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 Selected 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 Selected Bidder.
7. The Selected Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
8. The Selected 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 Selected 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 Selected Bidder by the Employer the Selected Bidder fails to remedy the default to the satisfaction of the Selected 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.

5.10 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 Selected Bidder. The Selected Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Selected Bidder under the Contract by a written notice of suspension to the Selected 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 Selected Bidder.

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

5.11 Audit, Access, and Reporting

1. Purpose

- a) This section details the audit, access and reporting rights of Employer and the respective obligations of Selected 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 Selected 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 Selected 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 Selected Bidder any further notice of carrying out such audits. The cost of third-party audits if any have to be borne by the selected 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 the Employer
- 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.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

3. Access

- a) The Selected 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 Selected Bidder shall co-operate with Employer in effecting the audits and providing necessary information.

5.12 Other Conditions

5.12.1 Indemnity

The Selected 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 Selected 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.

5.13 Corrupt or Fraudulent Practices

1. MPCB requires that Selected Bidder/Supplier/Contractor under contract, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of this policy MPCB.
2. 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.

5.13.1 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.

5.13.2 Import License

The Selected Bidder shall have to make their own arrangements to secure import license and / or release of controlled or scares infrastructure if required by them for fulfilment of the contract. The

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

MPCB shall not be bound to give any assistance to the bidders on this behalf.

5.13.3 Safe Custody

All the charges for safe custody and withdrawal of and for the collection of interest etc. on the proper deposit will be payable by the contractors.

5.13.4 Risk and Cost

- In case the Bidder fails to deliver the quantity as stipulated in the delivery schedule, the 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.

5.13.5 Conflict of Interest

Selected 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 Selected Bidder to complete the requirements as given in the application document.

5.13.6 Confidentiality

- The Selected 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 Selected 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 Empanelment. The MPCB may apart from blacklisting the Selected Bidder, initiate legal action against the Selected Bidder for breach of trust. The Selected Bidder shall also not make any news release, public announcements or any other reference on application document or empanelment agreement without obtaining prior written consent from the MPCB.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

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

5.13.7 Arbitration

If, due to unforeseen reasons, problems arise during the progress of the empanelment/project execution leading to disagreement between the MPCB and the Selected 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, MPCB whose decision shall be final and binding on both the parties.

5.13.8 Governing law and Jurisdiction

This Empanelment 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.

5.13.9 Limitation of Liability

1. The liability of selected 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 Empanelment Award by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

5.13.10 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 in quantities of samples or location.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

5.13.11 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.

5.13.12 Relationships

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “MPCB” and the “Selected Bidder”. No partnership shall be constituted between MPCB and the Bidder by virtue of this empanelment 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 empanelment a partnership has been constituted, or that it has any such power. The Selected 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.

5.13.13 Termination

2. 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 specified in paragraphs (2) through (9) of this GCC Clause 5.13.13 In such an occurrence, MPCB shall give not less than 30 days’ written notice of termination to the Selected Bidder.
3. If the Selected Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as MPCB may have subsequently approved in writing.
4. If the Selected Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
5. If the Selected Bidder, in the judgment of MPCB, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
6. If the Selected Bidder submits to the MPCB a false statement which has a material effect on the rights, obligations, or interests of MPCB.
7. If the Selected Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MPCB.
8. If the Selected 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 selected Bidder to improve the quality of the services.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

9. If the Selected Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
10. In the event MPCB terminates the Contract in whole or in part, pursuant to GCC Clause, MPCB may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Selected Bidder shall be liable to MPCB for any additional costs for such similar services. However, the Selected Bidder shall continue performance of the Contract to the extent not terminated.
11. The Selected Bidder may also raise request for termination of contract by giving three (3) months written notice citing valid/appropriate reasons. The termination request shall be subject to review by Hon'ble Member Secretary, MPCB before accepting and granting the same.

5.13.14 Assignment

The Selected Bidder shall not assign, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of MPCB.

5.13.15 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 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 it's 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.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

6. Such events may include, but are not limited to:

i. Non-Political Events

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

- 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 to the Depot Sites);
- b. strikes or boycotts (other than those involving the Operator, 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 [7 (seven)] 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 Operator 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 or the Depot Sites that could not reasonably have been expected to be discovered through a site inspection;

ii. Indirect Political Event

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

- 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 [7 (seven)] 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;

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

- 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.

iii. Political Event

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

- 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.

iv. 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, lock-outs and freight embargoes.

- 7. If a Force Majeure situation arises, the Selected 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 months, Board and the Selected 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 Selected Bidder.

5.13.16 Non-Fulfillment of Conditions Precedent

- 1. In the event that any of the obligations of the Selected Bidder has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Employer fully or partially, this Agreement shall cease to have any effect as of that date.
- 2. In the event that the Agreement fails to come into effect on account of nonfulfillment of the Selected Bidder' obligations with regards to implementation schedule, Employer shall not be liable

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

in any manner whatsoever to the Selected Bidder and Employer shall forthwith invoke the Performance Security Deposit (Bank Guarantee) and forfeit the guaranteed amount.

3. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Bidder prior to the fulfilment in full of the obligations, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to Employer free and clear from any encumbrances or claims.
4. Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the obligations and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Selected Bidder linked to the delay in fulfilling the Conditions Precedent.

5.13.17 Governance Schedule

1. The Selected 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.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

6. Guidelines for Pre- Qualification Proposal

6.1 Pre-Qualification Proposal Bid 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: Submission of proposal in response to the RFP for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

RFP Reference No:

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 an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra”. We attach hereto our responses to pre-qualification requirements and technical and financial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPCB, 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 also agree to abide by this tender response for a period of 180 days from the date of submission of 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:

email ID:

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

6.2 Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder and all members of consortium must be furnished.

Sr. No.	Information	Details
1.	Name of Bidding firm	
2.	Address and contact details of Bidding firm	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's Permanent Account Number (PAN)	
7.	Company's GST	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	
14.	Mailing Address and contact details of Bidding firm:	
15.	Web Site Address	
16.	Firm Registration Number and Year of Registration	
17.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
18.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	

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

Authorized Signatory

Name:

Seal:

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

6.3 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 “Key Events and Dates”

Ref: RFP Notification number:

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, and E-mail of the organization Tel: Fax: 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 Stamp

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

6.4 Checklist for the documents for Pre-Qualification Proposal

Checklist as per Pre-Qualification Criteria

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
1.			Bid Covering Letter		
2.			Scanned copy of EMD & Online payment of Tender Document Fee receipt		
3.			Scanned, Signed and Stamped Copy of RFP Document		
4.			Format to share Bidder's and Bidding Firms Particulars		

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
PQ 1	Legal Entity	The bidder (all members in case of consortium) should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR Indian Partnership Act 1932 All above as amended time to time.	General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.		
			Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed		
			Copy of PAN Card		
			Copy of GST Registration		
			Power of Attorney Declaration as per Annexure F		

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
PQ 2	Turnover	The average annual turnover of the bidder (Lead member in case of consortium) for the last three (03) audited financial years should be more than INR 4.00 Cr. (FY 2020-21, FY 2021-22, FY 2022-23 or FY 2021-22, FY 2022-23, FY 2023-24)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant of the Bidder for total turnover as per the format Annexure D		
PQ 3	Net worth	The Bidder (All members in case of consortium) shall have Positive Net Worth for the last Financial Year. (FY 2022-23 or FY 2023-24)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed for total turnover as per the format Annexure D		
PQ 4	Project Experience	The Bidder (Lead Member in case of consortium) must have experience in “Similar works” during last seven (07) years as on last date of submission of bid as per following details: One (01) project with “Similar works” worth costing at least INR 9.00 Cr. OR	a) Bidders shall submit copy of work order along with the copy of the contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion		

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
		Two (02) projects with “Similar works” each costing at least costing not less than the amount equal to INR 6.00 Cr. OR Three (03) projects with “Similar works” each costing at least not less than the amount equal to INR 5.00 Cr.	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. d) Project Citation as per format specified in Clause 7.2 Additionally, bidders showcasing non-govt. project experience shall submit GST tax invoice and proof of payment received.		
PQ 5	Manpower Strength	The bidder (Lead member in case of consortium) should have at least 100 employees with either permanent PF account or professional tax account on bidder’s payroll and should have relevant experience, as on date of bid submission.	Certificate from Bidder’s HR authorized representative(s) on original letter head of bidders’ organization clearly stating employees working on similar projects as per Annexure L		
PQ 6	Manpower Certification	The bidder (all members in case of consortium) should be registered with appropriate authorities under Employees Provident Fund and	Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under the Contract Labour		

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
		Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	(Regulation & Abolition) Act. or Attested copy of the Employee State Insurance registration letter / certificate.		
PQ 7	Quality Certification	The Bidder (Any member in case of consortium) must possess a valid certification from ISO 9001, ISO 27001 and CMMI Level III or above for Development and Services as on last date of submission of bid.	Copy of valid certifications as on last date of submission of bid.		
PQ 8	Office in Maharashtra	The Bidder (Lead Member in case of consortium) shall have office in Maharashtra or shall open office in Maharashtra within 30 days from date of issuance of LOA/LOI	a) Copy of existing office address proof like 7/12 (satbara) / lease agreement/ electricity bill 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 RFP in Annexure G.		
PQ 9	Blacklisting	The bidder (all members in case of a consortium) should not	A self-certified letter signed by the Authorized		

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
		<p>have been debarred/blacklisted by any Government (State / Central) / Semi Government / Corporation / PSU/ UT/ ULB/ tendering department in India in last 3 years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in Rule 151 of GFR, as on date of bid submission.</p>	<p>Signatory of the Bidder as per Annexure A.</p>		

*“Similar works” - Projects which involves collection, transportation, delivery and tracking of parcels containing solid/liquid/gaseous samples in India for Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU or Corporates in India.

7. Guidelines for Technical Proposal

7.1 Technical Proposal Bid Cover Letter

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

Date: DD/MM/YYYY

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

Sub: Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Ref: RFP Notification number:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra”**.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **“Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra”** put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MPCB or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Security Deposit (Bank Guarantee) issued by a nationalized bank in India, 5% of estimated yearly project value contract of period for the due performance of the Contract.

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 the date of submission of 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.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

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)

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

7.2 Format to Project Citation

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

List of Projects

Sr. No.	Name of Project	Client Name	Page Nos (From-To)
1.			
2.			
3.			

Individual Project Citation Format

Sr. No.	Item	Details
General Information		
1.	Customer Name	
2.	Name of the Contact person and details for the client of the assignment	
Project Details		
3.	Project Title	
4.	No. of orders supplied	
5.	Start Date	
6.	End Date	
7.	Duration of the project (In Months)	
8.	Current Status (Work In progress, Completed)	
9.	Number of staff deployed on the assignment	
10.	Work Order	Document/ Attachment Ref. Number along with page number
11.	Copy of Agreement	Document/ Attachment Ref. Number along with page number

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

12.	Satisfaction Certificate/Completion Certificate	Document/ Attachment Ref. Number along with page number
Size of the Project		
13.	Contract value of the project (in INR. Crores)	
14.	Contract Start Date – End Date	
15.	Scheduled Milestone	
16.	Monetary Penalty/ Blacklisted/ Penalized Amount	
Narrative description of project describing the scope of work		
Progress of the project (Description)		
Payment Received till Date		

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

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

7.3 Checklist for the documents for Technical Proposal

Checklist as per Qualification mentioned in Section 3.24: Technical Criteria

TQ #	Criteria	Eligibility Criteria	Max Marks	Marks		Documents to be submitted	Document Submitted (Y/N)	Pg. No.
TQ 1	Turnover	The average annual turnover of the bidder (Lead member in case of consortium) for the last three (03) audited financial years should be more than INR 04 Cr. (FY 2020-21, FY 2021-22, FY 2022-23 or FY 2021-22, FY 2022-23, FY 2023-24)	20	1) ≥ 4.00 cr. and ≤ 8.00 cr.	10	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure D		
				2) > 8.00 cr. and ≤ 12.00 cr.	15			
				3) > 12.00 cr.	20			
TQ 2	Project Experience 1	The Bidder (Lead member in case of consortium) must have experience in “Similar works” during last seven (07) years as on last date of submission of bid as per following details: One (01) project with “Similar	20	Project value of maximum any three projects submitted: 1) \geq INR 9.00 Cr and $<$ INR 15.00 Cr:	10	a) Bidders shall submit copy of work order / contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR		

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

TQ #	Criteria	Eligibility Criteria	Max Marks	Marks	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
		works” worth costing at least INR 9.00 Cr. OR Two (02) projects with “Similar works” each costing at least costing not less than the amount equal to INR 6.00 Cr. OR Three (03) projects with “Similar works” * each costing at least not less than the amount equal to INR 5.00 Cr.		2) \geq INR 15.00 Cr and < INR 21.00 Cr	15	c) In case of on-going project, a Go-Live Certificate along with partial completion 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. e) Project Citation as per format specified in Clause 7.2 and Additionally, bidders showcasing non-govt. project experience shall submit GST tax invoice and proof of payment received.	
				3) \geq INR 21.00 Cr	20		

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

TQ #	Criteria	Eligibility Criteria	Max Marks	Marks		Documents to be submitted	Document Submitted (Y/N)	Pg. No.
TQ 3	Project Experience 2	The Bidder (any one member in case of consortium) should have experience of at least 1 Successful Implementation of projects having design, development, hosting of tracking application in Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU in India as on date of bid submission.	10	1) 1 project	05	a) Bidders shall submit copy of work order / contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work. d) Project Citation as per format specified in Clause 6.4		
				2) 2 projects	08			
				3) 3 or more projects	10			
TQ 4	Project Experience 3	The bidder (Lead member in case of consortium) must have experience in "similar works" in	10	Successfully executed /ongoing project in	00	a) Bidders shall submit copy of work order along with the		

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

TQ #	Criteria	Eligibility Criteria	Max Marks	Marks	Documents to be submitted	Document Submitted (Y/N)	Pg. No.	
		at least fifteen (15) districts in Maharashtra in one or more projects (maximum 5), during last seven (07) years as on last date of submission of bid.		Maharashtra state: For < 15 districts For 15 districts 1 mark for each additional district (Max 5)	5 5	copy of the contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work. e) Project Citation as per format specified in Clause 6.4		
TQ 5	Manpower Strength	The bidder (Lead member in case of consortium) should have at least 40 employees with either permanent PF	10	>=40 and < 60	5	Certificate from Bidder's HR authorized representative(s) on original letter head of bidders'		

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

TQ #	Criteria	Eligibility Criteria	Max Marks	Marks		Documents to be submitted	Document Submitted (Y/N)	Pg. No.
		account or professional tax account on bidder's payroll and should have relevant experience, as on date of bid submission.		>=60 and < 80	08	organization clearly stating employees		
				>=80	10	working on similar projects as per Annexure L		
TQ 6	Quality Certification	The Bidder (Any member in case of consortium) must possess a valid certification from ISO 9001, ISO 27001 and CMMI Level III or above for development and services as on last date of submission of bid.	10	<u>All</u> of the mentioned certificates	05	Copy of valid certifications as on last date of submission of bid.		
				<u>ISO 9001, ISO 270001 and CMMI Level IV</u>	08			
				<u>ISO 9001, ISO 270001 and CMMI Level V</u>	10			
TQ7	Presentation	Presentation by the bidder on their understanding of the business / functional requirements of MPCBs and proposed solution and implementation approach.	20	For presentation in below categories: Bidder's response shall be scored on the following:		Presentation delivered by the bidder should depict Bidder's understanding of the business /functional requirements of the MPCB, the proposed solution and		

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

TQ #	Criteria	Eligibility Criteria	Max Marks	Marks	Documents to be submitted	Document Submitted (Y/N)	Pg. No.	
				Metrics For presentation and demo in below categories:	implementation approach.			
				5. Understanding of Scope of work		5		
				6. Bidder's experience		5		
				7. Project Team		5		
				8. Implementation strategy		5		
		Total	100					

8. Guidelines for Financial Proposal

8.1 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: Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Ref: MPCB RFP No:

Dear Sir,

We, the undersigned, offer to provide the services for “**Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra**” in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [*Insert amount(s) in words and figures*]. We are aware that any conditional financial offer will be outright rejected by MPCB. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of submission of Bid.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

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 commercial 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:

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

8.2 Financial Proposal Instructions

1. MPCB shall award the entire scope, as mentioned in **Section 4.0** of the RFP.
2. All factor/services/components need to be taken into consideration before filling in the rate in the Financial Proposal Format. No changes will be entertained once the bid has been submitted. MPCB does not guarantee work order for the bids submitted.
3. All the prices are to be entered in Indian Rupees ONLY.
4. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Traveling, Lodging and other related items.
5. The Rates shall be exclusive of all taxes. Taxes shall be paid as actual at prevailing rates by MPCB at the time of releasing the payments.
6. The rates mentioned above shall be valid for the contract duration unless revised by MPCB.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

8.3 Format for Financial Bid

(COMMERCIAL BID OR PRICE BID)

Ref: MPCB RFP No:

Cost of collection, transportation, delivery, transportation and tracking of sample

Sr. No.	Project Milestone Description	Basic Rate without taxes (in INR)
1.	Cost of collection, transportation, delivery and tracking of upto 500 gm sample within Maharashtra	
2.	Cost of each additional 500 gms of sample	
	Total Rate (in Figures in INR)	(1) + (2)
	Total Rate (in words in INR)	

Note:

1. Taxes (if any) shall be paid as actual at prevailing rates by MPCB.
2. L1 will be considered based on the "Total Rate".
3. Cost to be considered quoting rate:
 Custom development of web-based **parcel tracking and management solution for MPCB** to manage collection of parcels from designated offices of MPCB, tracking and delivery of the parcel and dashboard to view the parcel details and reporting along with Go-Live of this solution and making it accessible to the users.
 Operation & Maintenance of the Custom developed web-based parcel tracking and management solution for MPCB to be included while quoting the price.
4. All rates should be quoted in INR.
5. No advance payment shall be made.

9. Annexures

Annexure A: Format for 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 &Fax:

E-mail address:

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Annexure B: Performance Security - Bank Guarantee Format

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 bidder and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for **Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra** to Employer (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 office 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:

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

1. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
2. This bank guarantee shall be valid up to <Insert Expiry Date>)
3. 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)

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Annexure C: 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 Limited 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 provision of **Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra** (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 –
 1. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 2. 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;
 3. use the information only as needed for the purpose of bidding for the Project;
 4. 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
 5. undertake to document the number of copies it makes
 6. 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:

- i. 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
- ii. is or becomes publicly known through no wrongful act of the Bidder; or

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

- iii. 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.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Annexure D: Financial Declaration of Bidder

(To be submitted on Letterhead of Statutory Auditor/CA 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 years have been summarized below:

1. Financial Declaration of Bidder (FY 2020-21, FY 2021-22, FY 2022-23 or FY 2021-22, FY 2022-23, FY 2023-24)

Description	Financial Year(s)		
	20__-20__ (A)	20__-20__ (B)	20__-20__ (C)
(All Currency in INR and Crores)			
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			
Average Annual Turnover $= (A+B+C)/3$			

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 20__ - 20__, FY 20__ - 20__, FY 20__ - 20__,)

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:

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Address:

Telephone:

E-mail address:

Notes:

- 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.)
- 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.
- Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (FY 20__ - 20__, FY 20__ - 20__, FY 20__ - 20__,) shall submitted as supporting evidence.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Annexure E: 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

Sub: Declaration for having experience of

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby confirm that the Company _____ has the experience of operation of courier service across Maharashtra for two continuous years immediately preceding the Bid Due Date.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone:

E-mail address:

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Annexure F: 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 an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra**” including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

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

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.100/- stamp paper.
- 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.

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Annexure G: Undertaking for 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 of for 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 office within the jurisdiction of State of Maharashtra within 30 days of award of work for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.

It is understood that failure to comply with this undertaking in any manner whatsoever, Maharashtra Pollution Control Board, Mumbai shall have the right to reject my / our bid and forfeit the submitted Earnest Money Deposit (EMD), 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:

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Annexure H: Functionalities on the Dashboard of custom developed solution

The custom developed parcel tracking and management system for MPCB shall have below mentioned minimum functionalities including non-functional requirement on the dashboard:

- ✓ Display of username
- ✓ Clean look and feel
- ✓ User friendly
- ✓ Easy navigation
- ✓ Individual parcel tracking facility based on parcel parameters
- ✓ Visualization of records as per user preference
- ✓ Display of maximum details related to the parcel including associated cost
- ✓ Generation of reports as per user defined period and download in .pdf, .xls formats
- ✓ Display of parcel status using bar charts, graphs and associated interactive tabular data
- ✓ Display of information as suggested by MPCB

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Annexure I: List of Laboratory

Source: [Laboratory | Maharashtra Pollution Control Board \(mpcb.gov.in\)](http://Laboratory | Maharashtra Pollution Control Board (mpcb.gov.in))

1.	Name:	Central Laboratory, Navi Mumbai
	Jurisdiction:	RO Mumbai (Sub Regional Office Mumbai -I,II,III,IV) RO Navi Mumbai(SRO-NaviMumbai -I,II, Taloja) RO Raigad(SRO Raigad I,II), RO Kalyan (SRO I,II,III, Bhivandi)
	Address:	Central Laboratory, Maharashtra Pollution Control Board, "Nirmal Bhavan", P-3, MIDC Industrial Area, Mahape, Navi Mumbai- 400 701
2.	Name:	Regional Laboratory, Nagpur
	Jurisdiction:	RO Nagpur (SRO Nagpur-I,II, Bhandara) RO Amravati(SRO Amravati-I &II, SRO Akola), RO Chandrapur (SRO Chandrapur- only Water Samples)
	Address:	Regional Laboratory, Maharashtra Pollution Control Board, Udyog Bhavan, Civil Lines, Nagpur 440001.
3.	Name:	Regional Laboratory, Aurangabad
	Jurisdiction:	RO Aurangabad (SRO-A'bad I,II,Latur, Nanded, Parbhani)
	Address:	Regional Laboratory, Maharashtra Pollution Control Board, A-4/1, Paryavaran Bhavan,Behind Dhoot Hospital, Chikalthana MIDC, Aurangabad 431 210.
4.	Name:	Regional Laboratory, Nashik
	Jurisdiction:	RO Nashik (SRO-Nasik, Jalgaon I & II, Ahmednagar.)
	Address:	Regional Laboratory, Maharashtra Pollution Control Board,Udyog Bhavan, Satpur MIDC, Near ITI, Nashik- 422 107.
5.	Name:	Regional Laboratory, Pune
	Jurisdiction:	RO Pune (SRO-Pune I, II, PimpriChinchwad, Solapur, Satara)
	Address:	Regional Laboratory,Maharashtra Pollution Control Board, Jog Center, 3rd Floor,Mumbai Pune Road, Wakdewadi, Pune- 411 003
6.	Name:	Regional Laboratory, Thane
	Jurisdiction:	RO Thane (SRO Thane I, II, Tarapur I & II)
	Address:	Regional Laboratory, Maharashtra Pollution Control Board,Office Complex Building, 5th Floor, Wagle Industrial Estate, Thane-400 604
7.	Name:	Regional Laboratory, Chiplun
	Jurisdiction:	RO Kolhapur (SRO Kolhapur, Ratnagiri,Sangli, Chiplun), SRO Mahad
	Address:	Regional Laboratory,Maharashtra Pollution Control Board,Parkar Complex, 1st Floor,Behind Nagar Parishad, Chiplun, Dist. Ratnagiri. 415 605
8.	Name:	Regional Laboratory, Chandrapur
	Jurisdiction:	RO Chandrapur (SRO Chandrapur), SRO Amravati
	Address:	Regional Laboratory, MPCB, 1st floor Udyog bhavan Railway Station Road Chandrapur- 442401

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Annexure J: Declaration of Data Security

(To be submitted on the Letterhead of the bidder's 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

Dear Sir,

We..... Who are established and reputable bidder having office at..... Do hereby certify that MPCB shall have absolute right on the digital data and output products processed / produced by us. We shall be responsible for security / safe custody of data during processing.

We also certify that the data will not be taken out of the MPCB's premises on any media. The original input data supplied to us by MPCB, and output products processed / produced from input data will not be passed on to any other System Integrator or individual other than the authorized person of MPCB. We shall abide by all security and general instructions issued by MPCB from time to time.

We also agree that any data from our computer system will be deleted in the presence of MPCB official after completion of the project task.

Thanking you,

Yours Faithfully,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax: E-mail address:

Seal of the Organization

Annexure K: Consortium Declaration

(On Stamp Paper of requisite value)

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

AMONGST

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

AND

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

WHEREAS,

Maharashtra Pollution Control Board having its office at 3rd and 4th Floor Kalpa Taru Point, Opp Cine Planet, Sion Circle (East), Mumbai, Maharashtra 400022. (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Proposal for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra.

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

NOW IT IS HEREBY AGREED as follows:

1. *Definitions and Interpretations*

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

2. *Consortium*

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

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

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

3. ***Role of the Parties***

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

Party of the First Part shall be the sample courier agency and shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date

Party of the Second Part shall be the IT System Integrator of the Consortium.

Joint and Several Liability

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

5. ***Representation of the Parties***

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

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

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

- a. require any consent or approval not already obtained;
- b. violate any Applicable Law presently in effect and having
- c. applicability to it;
- d. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- e. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- f. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- g. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

Signature of the bidder

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

- h. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

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

7. Miscellaneous

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

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

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

SIGNED, SEALED
AND DELIVERED

SIGNED, SEALED
AND DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SECOND PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

Signature of the bidder

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Signature of the bidder

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Annexure L: HR Declaration

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

To,

Member Secretary

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

Dear Sir,

Subject: HR Department Declaration - [Document title]

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 relevant experience in the domains required to execute this assignment as per the requirements of the RFP. We are attaching herewith the employee details.

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

Yours sincerely,

Authorized Signatory/ HR Head

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

Signature of the bidder

Request for Selection of an Agency for Collection, Delivery, and tracking of samples to and from designated MPCB offices across Maharashtra

Details of all employees

Sl. No.	Name	Designation	Employee ID	DOJ	Total Years of experience
1.					
2.					
.					
.					
101.					

Authorized Signatory/ HR Head

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

Signature of the bidder