

REQUEST FOR PROPOSAL (RFP)

For

**Selection of Service Provider
to provide Consultancy to MPCB
RO & SRO Offices & Data Center for
ISO 9001:2015 & ISO 27001:2013 Certification**



Maharashtra Pollution Control Board

महाराष्ट्र प्रदूषण नियंत्रण मंडळ

TABLE OF CONTENTS

1	DISCLAIMER.....	3
2	ABBREVIATIONS AND ACRONYMS	4
3	RFP SCHEDULE AND ADDRESS.....	5
4	PROJECT BACKGROUND AND OBJECTIVES.....	6
5	SCOPE OF WORK	7
6	ELIGIBILITY CRITERIA	10
7	INSTRUCTIONS TO BIDDERS	11
8	BID OPENING.....	17
9	BID EVALUATION	18
10	TERMS AND CONDITIONS	21
11	DOCUMENTS & FORMS TO BE PUT IN ENVELOPE – “I”	29
	Annexure A - RFP Offer Form (without Price).....	29
	Annexure B - Bidder’s Information.....	30
	Annexure C - Eligibility Criteria Response	31
	Annexure D – Declaration for Acceptance of RFP Terms and Conditions.....	33
	Annexure E – Declaration for Acceptance of Scope of Work	34
	Annexure F – Format Power of Attorney	35
	Annexure G - Letter of Undertaking	36
	Annexure H- Declaration regarding Clean Track by Bidder.....	37
12	DOCUMENTS AND FORMS TO BE PUT IN ENVELOPE – “I”	38
	Annexure T1 - Bidder’s Experience.....	38
	Annexure T2 - Client Details	39
13	DOCUMENTS AND FORMS TO BE PUT IN ENVELOPE – “II”	40
	Annexure C1 - Price Bid Form	40
	Annexure C2 – Price Bid Format	41
14	Annexure L – Proforma for Performance of Bank Guarantee	42
15	Annexure M - Non-Disclosure Agreement	44
16	Annexure N E Tender Details	47

1 DISCLAIMER

1.0 Though adequate care has been taken in the preparation of this Request for Proposal Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office latest by the date mentioned in Sec.3. If this office receives no intimation by the date mentioned in Section 3, it shall be deemed that the Bidder is satisfied that the Request for Proposal Document is complete in all respects.

Member Secretary
(Attn: Executive Engineer)
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine PVR Cinema, Sion Circle Sion
(E), MUMBAI – 22
Ph: 022-24014701
Fax: 022-2401 2659

1.1 Neither **MPCB**, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP nor is it possible for **MPCB** to consider the financial situation and particular needs of each party who reads or uses this RFP. **MPCB** recognizes the fact that certain prospective Bidders may have a better knowledge of the Project than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.

1.2 Neither **MPCB** nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of **MPCB** or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

1.3 **MPCB** reserves the right to reject any or all of the Bids submitted in response to this *Request for Proposal* at any stage without assigning any reasons whatsoever.

MPCB reserves the right to change any or all of the provisions of this *Request for Proposal*. Such changes would be intimated to all parties procuring this *Request for Proposal*.

2 ABBREVIATIONS AND ACRONYMS

AMC	Annual Maintenance Contract
BG	Bank Guarantee
CPCB	Central Pollution Control Board
EMD	Earnest Money Deposit
IPO	Intellectual Property Owner
IPR	Intellectual Property Rights
ISO	International Standards Organization
IST	Indian Standard Time
LoA	Letter of Award
MoEF	Ministry of Environment and Forests, Govt. of India
MPCB	Maharashtra Pollution Control Board
OEM	Original Equipment Manufacturer
OHSAS	Occupational Health and Safety Advisory Services PBG
	Performance Bank Guarantee
RFP	Request for Proposal in Context
EIC	Environmental Information Center
IMIS	
DC	Date Center
DR	Disaster Recovery

3 RFP SCHEDULE AND ADDRESS

Sr. No.	ACTIVITY	Date
1.	Date of Start of Sale of RFP document	06-09-2019
2.	Date of End of Sale of RFP document	16-09-2019
3.	Last date for receipt of requests for clarifications	16-09-2019 17:00 Hrs
4.	Pre-bid Conference	18-09-2019 11:00 Hrs
5.	Last date & time for receipt of Bids (Containing Covers 1 & 2) Bid preparation	20-09-2019 17:00Hrs
6.	Time and Date of Opening of Cover-1	24-09-2019 14:30Hrs
7.	Time and Date of Opening of Cover-2	30-08-2019 11.30Hrs
8.	Presentation by the bidders on their project implementation and support methodology with proposed schedule of activities	To be announced

4 PROJECT BACKGROUND AND OBJECTIVES

4.1 About 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:

- a) To plan comprehensive program for the prevention, control or abatement of pollution and secure executions thereof,
- b) To collect and disseminate information relating to pollution and the prevention, control or abatement thereof,
- c) 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,
- d) Supporting and encouraging the developments in the fields of pollution control, waste recycle reuse, eco-friendly practices etc.
- e) To educate and guide the entrepreneurs in improving environment by suggesting appropriate pollution control technologies and techniques
- f) Creation of public awareness about the clean and healthy environment and

attending the public complaints regarding pollution.

4.2 Objectives of this RFP

MPCB intends to have its RO/SRO Offices in the State to be certified for ISO 9001 and Data Centre for ISO27001 Standards, to adopt best practices as prescribed by these standards. MPCB has various testing parameters in various RO/SRO Offices spread across the State of Maharashtra. MPCB has implemented various tests, analysis, procedures and applications that are supporting country's drive in preserving the environment, controlling, monitoring and managing pollution levels. It is recommended that MPCB should implement Quality Management System ISO 9001 and ISO27001 based Information Management System & best practices for their critical functions.

The objective of this RFP is to select an Agency, through a fair bidding practice, which has the required experience and expertise to ensure that all the MPCB RO/SRO Offices are certified for ISO 9001 and Data Centre for ISO27001 within the stipulated time frame.

5 SCOPE OF WORK

5.1 ISO 9001 & ISO 27001 Certification Framework

This should cover the following activities:

- a) ISO9001:2015 for all locations and ISO27001 for Data center as mentioned in 5.2
- b) Identify and document the scope of ISO 9001 & ISO 27001 certification for MPCB after review of the prevailing systems and procedures. Service provider needs to identify functional areas and processes to be covered in the scope and document the scope as per ISO 9001 & ISO 27001 Management Systems certification requirement.
- c) Conduct ISO 9001 & ISO 27001 Gap assessment. Service provider shall conduct gap assessment against the ISO 9001 & ISO 27001 standard and provide the current status to MPCB management.
- d) Prepare guidelines, procedures, policies and other documents. If required the selected agency would have to revise or formulate new required documentation Standard & guidelines, Procedures etc. The required documentation should also include the steps to be performed for ongoing ISO 9001 & ISO 27001 compliance.
- e) Engage External certification Agency. The Service provider would have to provide assistance for engaging external certification agency for Certification audit and extend support during Certification audit.
- f) The service provider will also provide services for 3 years which includes the first ISO 9001 & ISO 27001 certification, subsequent two annual surveillance audits.
- g) Implement an IMIS system that will be adaptable to integrate with the other standards that are currently available in MPCB
- h) Provide web based document management system
- i) Deliverables for Certification:
 - i. Pre-certification Gap assessment followed by Audit report

- ii. ISO 9001 & ISO 27001 Certification by the approved certification agency. This deliverable would be considered in the evaluation.

5.2 ISO 9001 & ISO 27001 Standards Awareness: This phase should include the following activities:

a) ISO 9001 & ISO 27001 standard Awareness & Training Programs

- i. The engaged service provider shall conduct the awareness and On- Floor sessions for different audience of MPCB at MPCB RO SRO Office mentioned at 5.6 below.
- ii. The Engaged service provider shall provide Mailers & Posters for raising awareness.
- iii. The Engaged service provider shall provide internal auditor training to minimum 30 participants.
- iv. The Engaged service provider shall provide IRCA/RAB-QSA/Exemplar Global accredited ISO9001 Lead Auditor Training for min 10 participants of MPCB.
- v. Service Provider may also propose the automated solutions for periodic awareness for staff.

5.3 Documentation

All documentation required for tasks detailed in this section and otherwise related to ISO 9001 & ISO 27001 certification need to be completed & submitted to MPCB by the service provider.

Service provider will be required to prepare and display necessary exhibits of the specifications as required for compliance of the standards such as quality statements, signage etc, The required exhibits should be of good quality (pre- approved by MPCB's Core Committee. and should be displayed within every RO SRO Office prominently to serve their purpose as prescribed by the respective ISO standards. A minimum of 50 such signage boards should be fixed across locations.

5.4 Overall deliverables

The Service Provider has to ensure the following deliverables. Upon successful acceptance of the same by MPCB and upon receipt of Certification from the external auditing agency, MPCB will issue a Certificate of Operation (CoOP) to the Service Provider.

- Improving efficiency at all Offices
- Support for analysis of KPI and identifying opportunities / actions to meet defined targets
- Developing competency as per ISO 9001:2015 and ISO27001:2013
- Support in evaluating external Customer satisfaction
- Support for analysis of customer satisfaction and recommend actions for improvement
- Support in developing Manual, procedures
- Support in documenting level 3 documents like SOP and OPC's
- Certified Internal auditors as per requirements of latest standards
- Clearly defined roles, responsibilities
- Objectives and identification of management programs to deliver targets defined as per objective.
- Web based Document Management software system **for ISO9001:2015 for 20 users**

5.5 Single Point of Contact

The service provider shall appoint a single point of contact with whom MPCB will interact for any activity pertaining to the requirements of this RFP.

5.6 List of Locations

Maharashtra Pollution Control Board is maintaining a well-equipped HQ Office and 12 (Twelve) Regional Locations all over Maharashtra that need to be certified. The location details of the same are as follows

Sr No	Location	Scope	Address
1	HQ-Office	ISO9001 & ISO 27001	Kalpataru Point, 2 nd 3rd and 4th floor, Road No. 8, Opp. PVR Cinema, Sion Circle, Mumbai, Maharashtra 400022
2	Amravati	ISO 9001	"Sahakar Surbhi" Bapatwadi near Vivekanand Colony, Amravati - 444606
3	Aurangabad	ISO 9001	Paryavaran Bhavan, A - 4/1, MIDC Area , Chikalthana, Near Seth Nandlal Dhoot Hospital, Jalna Road , Aurangabad - 431 210
4	Kalyan	ISO 9001	Maharashtra Pollution Control Board, Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, Kalyan (West) - 421301
5	Kolhapur	ISO 9001	Maharashtra Pollution Control Board, Udyog Bhavan Building, Near Collectarate Office, Kolhapur - 416 002
6	Mumbai	ISO 9001	Maharashtra Pollution Control Board, Kalpataru Point, 1 st floor, Road No. 8, Opp. PVR Cinema, Sion Circle, Mumbai, Maharashtra 400022
7	Nagpur	ISO 9001	Udyog Bhavan , 5th floor , Near Sales Tax Office, Civil Line , Nagpur - 440 001 .
8	Nashik	ISO 9001	Udyog Bhavan, First Floor, Trimbak Road, Near ITI, Satpur, Nashik – 422007
9	Raigad	ISO 9001	Maharashtra Pollution Control Board, Raigad Bhavan, 7th floor, Sector - 11, .B.D Belapur, Navi Mumbai
10	Pune	ISO 9001	Jog Centre, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003.
11	Navi Mumbai	ISO 9001	Maharashtra Pollution Control Board, Raigad Bhavan, 6th floor, Sector - 11, C.B.D Belapur, Navi Mumbai- 400 614
12	Chandrapur	ISO 9001	Mahaveer Tower, 2nd floor, Mul Road, Chandrapur, 442 401
13	Thane	ISO 9001	Maharashtra Pollution Control Board, Plot No P-30, 5th floor Office Complex Building Mulund Checknaka, Thane - 400 604

5.7 Project Schedule

The selected service Provider will be required to complete the Certification Process for both ISO 9001 and ISO 27001 within a period of Four (4) months from the date of issue of LoA.

Post certification Surveillance audits should be conducted every TWELVE (12) months or as per requirement of certification authority till re-certification.

6 ELIGIBILITY CRITERIA

6.1 Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document. The Bidder must also possess the technical know-how that would be required to successfully implement the replication solution and support services sought by MPCB for the entire period of the contract. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidder not meeting the Eligibility Criteria stated below will not be considered for further invitation of financial bids.

6.2 Eligibility Criteria

The RFP is open to Bidders fulfilling the minimum eligibility criteria listed below

- a) Bidder should not be a Certification body and this bid is open to registered consulting and training organizations only. This is kept so, to avoid any conflict of interest in the value added implementation of Management System at MPCB.
- b) Firms or Corporate entities, public or private limited company registered under The Companies Act, 1956 and having a minimum of Ten (10) years of experience in consulting, training of quality standards of which Five (5) years of relevant experience in ISO 9001 and ISO 27001 certifications and its consultations as on 31st March 2019. Certification bodies chosen should have minimum of Ten (10) years of experience in India.
- c) Bidder should have office in Mumbai and minimum at two other locations in Maharashtra to cover the locations of MPCB Offices.
- d) Minimum Average Annual Turnover of Rs. **3 Crores** (Rs. **Three Crores** only) for three consecutive years ending 31st March 2019 from training and consulting.
- e) Should have completed at least **8 (Eight)** orders of ISO 9001 and **3 (Three)** orders of ISO 27001 certification in the last 3 years 31st March 2019
- f) The bids **NOT** meeting either of the above mentioned minimum criteria for eligibility will be rejected summarily.
- g) Bidder should have been covered under a worldwide certification scheme so that MPCB can learn from best practices methods of Integrated Management Systems that cover multiple standards from world' best practices.
- h) Bidder Consulting company should have accreditation from leading Accreditation bodies like IRCA, Exemplar/RAB QSA, CQI, etc.
- i) Bidder should hold accreditation to provide Approved Lead Auditor Training for ISO 9001:2015/ ISO 27001 from an accreditation body mentioned above.
- j) Bidder should have prior experience in dealing with businesses like Government Organisation, PSUs and other Government institutions of repute where no less than 300 people are employed.
- k) Bidder should have employed consultants on a FULLTIME basis who are Lead Auditors / Internal auditors in your firm. Proof should be submitted by CA for PF remittance.

Bidder should be able to install a web based Document management software for ISO 9001:2015 and other standards for MPCB. The software should have 20 user licenses. Such software should be a well-known product and be used by not less than 100 users by companies situated in India.

7 INSTRUCTIONS TO BIDDERS

7.1 The RFP Document

7.1.1 RFP

- a) RFP shall mean Request for Proposal.
- b) The Bidders are expected to examine all instructions, forms, Terms and Conditions and technical specifications in the RFP. Submission of a bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in the rejection of its bid without any further reference to the bidder/s.
- c) MPCB reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document.

7.1.2 Cost of RFP document

The Request for Proposal Document can be downloaded from the link on <https://maharashtra.etenders.in> the prospective Bidders as per schedule mentioned in annexure N of this document, of **Rs 25,000.00 (Rupees Twenty Five Thousand only)** during the dates as mentioned in the annexure N. The RFP document is non-transferable and the fee paid is non-refundable.

The RFP document can also be downloaded from MPCB's official website www.mpcb.gov.in. In such a case the prospective bidder must purchase, before the date of the pre-bid meeting the RFP document, by paying the fees mentioned above during any working days of MPCB as per the schedule mentioned in Section 3. Prospective bidder failing to pay the fee for the RFP before the date of the pre-bid meeting, will not be allowed to attend the pre-bid meeting

7.1.3 Clarifications of RFP Documents and Pre-bid conference

- a) A pre-bid conference will be held as per the schedule mentioned in annexure N to address queries from the prospective bidders. A prospective Bidder requiring any clarification of the RFP Documents may notify MPCB in writing at MPCB's address or through email any time prior to the deadline for receiving such queries as mentioned in annexure N. The queries and request for clarifications received after the notified / prescribed time will not be responded to at all. The prospective Bidders shall submit the queries only in the format given below:

Sr. No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)

The pre-bid queries be sent to email: iso@mpcb.gov.in

- b) MPCB will respond to queries and request for clarifications received ONLY from the prospective bidders who have purchased the RFP Document or have paid the price of the RFP document before attending the pre-bid conference
- c) Replies to all the clarifications, modifications received through mail and email will be posted on MPCB's website. Any modification to the RFP Documents which may become necessary as a result of such queries shall be made by MPCB by issuing an Addendum under 'Pre-bid minutes' which will be hosted on MPCB's website.

7.1.4 Amendment of RFP Document

At any time prior to the deadline for submission of bid, MPCB may, for any reason, whether at its own initiative or in response to a clarification requested by Bidders, amend the RFP Document.

Amendments will be provided in the form of Addenda / corrigenda to the RFP Document, which will be posted in MPCB's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda had been taken into account by the Bidder in its bid.

In order to afford a reasonable time to the Bidders, in which to take the amendment into account in preparing their bids, MPCB may, at its discretion, extend the deadline for the submission of the bids and the same will be posted on MPCB's website.

From the date of issue, the Addenda to the RFP document shall be deemed to form an integral part of the RFP.

7.2 Preparation of bid

7.2.1 Cost of Bidding

All costs and expenses incurred by prospective bidders, in any way associated with the development, preparation, and submission of their bids, including but not limited to; the attendance at conferences/meetings, presentations, discussions, demonstrations, etc. and providing any additional information sought by MPCB, will be borne entirely and exclusively by the bidders.

7.2.2 Due Diligence

The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the bidder's risk and may result in rejection of the bid. Also the grounds for rejection of bid should not be questioned after the final declaration of the successful bidder.

The Bidders are requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP

Document, Bidders should seek necessary clarifications by e-mail as mentioned in Section 3.

7.2.3 Commercial Bid

Prices quoted in the bid should include all costs towards execution and certification. The same should include all applicable taxes, duties levies, GST etc. whatsoever.

The GST Tax should be shown separately in the Price Schedule.

7.2.4 Earnest Money Deposit (EMD)

The Bidders shall submit Earnest Money Deposit of **Rs.2,50,000/-** (Rupees Two Lacs fifty thousand only) the EMD should be paid by Online in the time of Bid preparation process.

No interest will be paid on the EMD.

7.2.5 Return of EMD

- a) EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the offer validity / finalization of successful Bidder, whichever is earlier, but not exceeding six months.
- b) The EMD of successful Bidder shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

7.2.6 Forfeiture of EMD

The EMD made by the Agency will be forfeited if:

- a) The Bidder withdraws his offer after opening of the offers but before Notification of Award.
- b) The selected Bidder withdraws his offer / proposal before furnishing Performance Bank Guarantee.
- c) The Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- d) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading or information submitted by the Bidder turns out to be incorrect and / or conceals or suppresses material information.
- e) Failure to accept the order by the Selected Bidder within 7 days from the date of receipt of the Letter of Award / Work Order makes the EMD liable for forfeiture at the discretion of MPCB. However MPCB reserves its right to consider at its sole discretion the late acceptance of the order by selected Agency.
- f) Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, MPCB at its

Discretion may cancel the order placed on the selected Bidder without giving any notice.

- g) If any discrepancy found in Price-Bid and/or mis-leading information submitted with Price-Bid

7.2.7 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of Bid opening or as may be extended from time to time. MPCB holds the right to reject a bid not valid for a period of minimum 180 days as non-responsive, without any correspondence.

7.2.8 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, MPCB may request the Bidder's consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. The Bidder may refuse the request without forfeiting the EMD.

7.2.9 Signing of bid

The bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the bidder, in which case, such corrections shall be initialed by the person or persons signing the bid.

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney as per Annexure-F or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the bid

7.3. SUBMISSION OF BIDS

The submission of Bids by interested bidders in response to the Request for Proposal should be through e-Tender system only as mentioned in Annexure N. The Bids will be

Envelope 1 / Cover 1 : Technical Bid
Envelope 2/ Cover 2 : Price Bid.

7.3.1 Contents of the Envelopes

Envelope1 Technical

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, If required can be zipped as well and then uploaded during **Online Bid Preparation stage**.

The list of documents for Technical Envelope is as follows:

- a) Proof of Purchase of RFP.
- b) Earnest Money deposit (EMD) paid online as per the clause 7.2.4
- c) Bidder Information – Annexure B
- d) Eligibility Criteria Response Sheet – Annexure C
- e) Declaration of Acceptance of Terms and Conditions – Annexure D
- f) Declaration of Acceptance of the Scope of Work – Annexure E

- g) Power of Attorney or Board Resolution for Signing of RFP – Annexure F
- h) Letter of Undertaking – Annexure G
- i) Declaration Regarding Clean Track by Agency – Annexure H
- j) Income Tax PAN Details (Enclose self-certified photocopy).
- k) Satisfactory performance certificates / Purchase Orders / Work Orders from customers as per above Clause 6.2 and Technical Bid Evaluation Criteria.

Envelope2 Commercial or Price Bid

The Price Bid would seek to identify the Bidder making the most competitive price offer to MPCB. The evaluation criteria for assessment of the Price Bid are described in Section -9.2. The format for the Price Bid is specified in Annexure – C1 and C2.

7.3.2 Bid Language and Currency

The Bid shall be in English Language. All prices shall be expressed in Indian Rupees only.

7.3.3 RESPONSIVENESS OF THE BID

The Bids submitted by Bidders shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

1. If Technical Bid does not conform to the minimum eligibility Criteria mentioned in Clause 6.2
2. If online EMD not paid, as stipulated in the RFP
3. It does not include sufficient information for it to be evaluated and/or is not in the formats specified.
4. It does not conform to the terms and conditions mentioned in the RFP

The Bids of Responsive Bidders shall be evaluated in the following two steps.

7.3.3 Deadline for Submission

The last date of submission of bids is given in Section1, unless amended by MPCB through its website.

7.3.4 Extension of Deadline for submission of Bids

MPCB may, at its discretion, extend this deadline for submission of Bids by amending the RFP which will be intimated through MPCB website, in which case all rights and obligations of MPCB and bidder will thereafter be subject to the deadline as extended.

7.3.5 Right to Reject, Accept / Cancel the Bids

MPCB reserves the right to accept or reject, in full or in part, any or all the bids without assigning any reason whatsoever.

MPCB does not bind itself to accept the lowest or any bidder and reserves the right to reject all or any bids or cancel the entire process, any time during the bidding process, without assigning any reason whatsoever. MPCB also has the right to re-issue the RFP without the bidder having the right to object to such re-issue.

7.3.6 RFP Abandonment

MPCB may at its discretion abandon this RFP process any time before Notification of Award or Purchase Order.

7.3.7 Bid Evaluation Process

The bid Evaluation will be carried out in 2 stages:

Stage 1 – Envelopes I will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

Stage 2 – Envelope 2 will be evaluated for those Bidders who qualify the Eligibility Criteria and Technical Criteria in Stage 1 i.e. minimum score of 70 marks.

7.3.8 Contacting MPCB

From the time of bid opening to the time of Contract award, if any bidder wishes to contact MPCB for seeking any clarification in any matter related to the RFP, it should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact MPCB with a view to canvas for a bid or put any pressure on any official of the MPCB may entail disqualification of the concerned bidder and his bid.

8 BID OPENING

8.1 Opening of bids

Bids will be opened in 2 stages:

- a. Stage 1 – In stage 1 only Envelopes I will be opened
- b. Stage 2 – In stage 2 only Envelope II will be opened

8.2 Stage 1 - Opening of Envelopes I

MPCB will open Envelopes 'I' in the presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in Section 3 or as amended by MPCB from time to time.

The representatives of the Bidder have to produce an authorization letter / identity card from the Bidder by way of letter or email to represent them at the time of opening of Bids. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of MPCB.

The bidders' representatives who are present shall sign the 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 appointed time and place on next working day.

Only those bids which meet technical criteria will qualify for commercial evaluation.

8.3 Stage 2 - Opening of Envelope II (Price Bid)

Bidders meeting the eligibility criteria and technical criteria will be intimated by email, the date, time and address for opening of the price bids.

The representatives of the Bidder have to produce an authorization letter / identity card from the Bidder by way of letter or email to represent them at the time of opening of Bids. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of MPCB.

The Bidders' representatives who are present shall sign the 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 appointed time and place on next working day.

9 BID EVALUATION

9.1 Evaluation of Technical Bids

Only those bids which comply to the eligibility criteria will be taken up for Technical Evaluation.

The Technical Evaluation will be based on the following broad parameters:

- a) Compliance to scope of work (requirements) as specified in the RFP.
- b) Written replies submitted in response to the clarifications sought by MPCB, if any, will be reviewed.
- c) Presentations on the implementation methodology, project schedule, skills, and services provided etc., from the bidders. Bidders will be informed about the schedule of their respective presentations and such presentations will become part of the technical evaluation.
- d) MPCB may interact with the customer references submitted by Bidder, if required.
- e) Documentary evidence for the scope of work already executed by the bidder.
- f) The Bidder should have experienced and skilled professionals having certifications (e.g. ISO 9001 & ISO 27001(Lead Auditor, implementer, internal auditor)), to carry out ISO 9001 & ISO 27001 certification at

MPCB. Comparison of skilled resources will be done based on the no. of resources with desired certifications.

Technical evaluation matrix is given below.

Sr. No.	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
1	Financial Capability		20	
a	Average Annual Turnover (AT) of Bidder for past 3 financial years ending 31/03/2019		10	Certificate from CA
	AT < Rs.5.00 crores but ≥ 3 .00 Crores	2		
	AT < Rs. 7.00 crores but ≥ 5 .00 Crores	5		
	AT ≥ Rs. 7.00 Crores	10		
b	Net-worth of organization as on 31/03/2019		10	Certificate from CA
	Net worth < Rs 0.75 crores but > 0.50 Crores	3		
	Net worth < Rs. 1.00 crores but ≥ 0.75 Crores	6		
	Net worth ≥ Rs.1.00 crores	10		
2	Organization's Capability		10	
a	Number of Certified Lead Auditors FULL TIME Employees in the firm for ISO 9001:2015 with min 5 Lead auditors and ISO 27001 with min 2 Lead auditors		5	List of Certified resources on company role since April 2014, attested by the Organisation
	Total Lead auditors 7 Nos	3		
	For every additional Lead auditor	1		
b	Number of Certified Internal Auditors FULL TIME Employees in the firm for ISO 9001:2015- with Min 5 Internal auditors and ISO 27001 with min. 2 Internal auditors		5	List of Certified resources on company role since April 2014, attested by the Organisation
	Total Internal auditors min. 7 Nos	3		
	For every additional Internal auditor	1		
3	Past Performance		40	
a	Completed Orders for ISO 9001 and 27001 certification in the past 3 years ending 31/03/2019 (<i>Minimum 8 orders of ISO 9001 & minimum 3 orders of ISO 27001</i>)		10	Self declared List / Copies of the orders
	Orders ≥ 25	10		
	Orders < 25 but ≥ 20	5		
	Orders < 20 but ≥ 11	2		
b	Completed Orders of Multi-location Certification of locations > 5		10	Self declared List / Copies of the orders
	Orders ≥ 5	10		
	Orders < 5 but ≥ 3	5		
	Orders < 3	2		
c	Completed Certifications of ISO 9001 &/or ISO 27001 or any other Management standard for State Pollution Control Board /PSU in the past 3 years state ending 31/03/2019		20	Self declared List / Copies of the orders
	Orders < 2 but ≥ 1	10		
	Orders ≥ 3	20		
4	Bidder should be able to provide a Web-based Document management Software for MPCB with no less than 20 users.		10	Self-Declaration along with documentary evidence is required

	Software product developed and maintained by the Bidder. Ability to support MPCB on usage and maintenance.	10		
	Bidder is using third party software	5		
5	Presentation on methodology and plan		20	Write-up of plan and proposed schedule to be included in Technical Bid and actual presentation
	TOTAL MARKS		100	

Each responsive Bid will be attributed a technical score denoted by symbol “S(t)”. The technical score shall be out of a maximum of 100 marks.

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

After technical evaluation, MPCB will rank the bidders in descending order of their technical scores with the top ranked bidder having the highest technical score. If any bidder is found to be technically inadequate to the requirements of MPCB, i.e. if the technical marks are lower than 75, then that bidder’s bid would be deemed non-responsive for further evaluation and would not be considered further in the bidding process.

9.2 Evaluation of price bids

9.3.1 The price bids of only technically successful bidders whose technical bids have been awarded 70 or more marks by the Committee will be opened.

9.3.2 Arithmetic errors in the bids submitted shall be treated as follows:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the MPCB, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- c) Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the price bid, the amount obtained on totaling the line items in the price bid will govern.

9.3.3 Evaluation Process

The evaluation will be carried out if Price bids are complete and computationally correct. For the purpose of evaluation, only the Grand Total Price will be considered. Lowest Price bid (denoted by symbol “P (m)”) will be allotted a Price score of 100 marks. The Price score will be denoted by the symbol “S (p)”. The Price score of other bidders will be computed by measuring the respective Price bids against the lowest bid.

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

The composite score is a weighted average of the Technical and Price Scores. The weightages of the Technical vis-à-vis the Price score is 0.60 of the Technical score and 0.40 of the Price score. The composite score (S) will be derived using following formula:

$$S = (S(t) * 0.60) + (S(p) * 0.40).$$

Thus the composite score shall be out of a maximum of 100 marks.

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

9.3.4 Award Criteria

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

9.3.5 Notification of award

MPCB will notify the successful bidder in writing that his bid has been accepted. Upon the successful bidder's furnishing of performance security, MPCB will promptly notify each unsuccessful bidder and will discharge their bid security.

10 TERMS AND CONDITIONS

10.1 Definitions

“Contract” means the Contract Agreement entered into between MPCB and the Agency.

“Contract Period” means the period mentioned in the Contract.

“Contract Price” means the price or prices arrived at which will form the Contract Agreement.

“Intellectual Property Rights (IPR)” means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.

“Service Provider” means Bidder selected through this Bidding process.

“Project” means the entire scope of work as defined in the RFP.

10.2 Letter of Award (LoA) or Work Order

After selection of the Successful Bidder and after obtaining internal approvals, MPCB will send Letter of Award (LoA) or Work Order to the Successful Bidder.

Upon the successful Bidder accepting the LoA / Work Order, MPCB will sign a services contract with the service provider. Upon signing the contract, MPCB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

10.3 Performance Bank Guarantee

Performance Bank Guarantee shall be equal to 10 % of the Work Order (WO) value and valid for the contract period of the WO or 42 months from the date of issue, whichever is later. The service provider will submit Performance Bank Guarantee as per MPCB format attached vide Annexure-L hereto, within 10 days of receipt of the Letter of Award or WO. Upon the receipt of Performance Bank Guarantee, MPCB will discharge EMD of the Successful Bidder.

10.4 Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per the prevailing rates while making any payment.

Price Bids should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, GST, etc.

The benefits realized by the Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Successful Bidder to MPCB. Similarly, if taxes are increased than the quoted tax rate due to change in government policy, then Board will pay the Bidder according to the revised tax rates.

10.5 Implementation Schedule:

As mentioned earlier in this RFP, the service provider will complete the Certification processes for ISO 9001 and ISO 27001 within 4 months of receipt of LoA or Work Order. Following are the major milestones during the period

- Gap Assessment Activity
- Trainings
- Documentation and Implementation
- Internal Audit
- Certificate of Compliance

The service provider will work closely with the MPCB appointed Project Management Consultant.

10.6 Penalty for Default in Delivery

In case the services are not completed within the above mentioned benchmarked period or any extended period (in writing) by MPCB then penalty would be imposed at the rate of 2% of the contract value for delay of every week of delay or a part thereof subject to a maximum of 10% of the contract value.

In case of the delay is beyond the maximum penalty period, MPCB may invoke the

PBG and may consider termination of the contract.

10.7 Payment Terms

Payment shall be made as given below

- a) 30% payment of Part 1 Services* shall be made upon completion of Gap Assessment activity.
- b) 30% payment of Part 1 Services* shall be made upon the closure of Training & completion of documentation required for tasks detailed in section 3 and otherwise related to ISO-9001 & ISO 27001 certification.
- c) Final 40% payment of Part 1 Services* shall be made upon the receipt of ISO 9001 & ISO 27001 certificate of compliance by MPCB from the Certification Agency.
- d) 100% payment of Part 2 Services* (yearly) shall be made upon successful completion of job in the respective year.
- e) Payment shall be released within 30 days of receipt of correct invoice with supporting documents, certified by MPCB official concerned in respect to the activity completed.

Part-1: Professional Service charges for ISO 9001 & ISO 27001 Certification.

Part 2: Year wise ISO 9001 & ISO 27001 Surveillance Services.
(Please refer Annexure C2)

10.8 Price

Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever. Therefore no request for any escalation of the cost / price shall be entertained.

10.9 Extension of Purchase Order & Repeat order

The term of this Contract shall be for a period from the date of ISO 9001 & ISO 27001 certification and acceptance of the same by MPCB. MPCB reserves the right to extend the contract subsequently. MPCB has also right to place repeat order to the service provider for any of the services mentioned in the work order.

10.10 Confidentiality

The service provider and subcontractors, if any, shall (whether or not he submits the bid) treat the details of the documents as secret and confidential. The service provider shall execute separate NDA on the lines of the draft provided in Annexure M hereto.

10.11 Intellectual Property Rights:

All rights, title and interest of MPCB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property

rights shall remain the exclusive property of MPCB and the service provider shall not be entitled to use the same without the express prior written consent of MPCB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the service provider or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the service provider. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of the Work Order.

10.12 Facilities Provided by MPCB:

MPCB shall provide seating facility to the staff of service provider. The service provider will have to make their own arrangement for Desktop / Laptops. These facilities provided by MPCB shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit, shall be imposed and recovered from the pending bills of service provider.

10.13 No Damage of MPCB Property

Service provider shall ensure that there is no loss or damage to the property of MPCB while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by MPCB shall be recovered from service Provider.

10.14 Indemnity

The service provider shall indemnify, protect and save MPCB and hold MPCB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- a) An act of omission or commission of the service provider, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,
- b) Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the service provider,
- c) Bonafide use of the deliverables and or services provided by the service provider,
- d) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- e) Claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the service provider, under this Agreement,
- f) Breach of confidentiality obligations of the service provider,
- g) Gross negligence or gross misconduct solely attributable to the service provider or by any agency, contractor, subcontractor or any of their employees by the service provider for the purpose of any or all of the obligations under this Agreement.

The service provider shall further indemnify MPCB against any loss or damage arising

out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on

MPCB for malfunctioning of the equipment or software or deliverables at all points of time, provided however, MPCB notifies the service provider in writing immediately on being aware of such claim, and the service provider has sole control of defense and all related settlement negotiations.

Service provider shall be responsible for- any loss of data, loss of life, etc, due to acts of service provider's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

The service provider shall indemnify MPCB (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the service provider with Laws / Governmental Requirements.
- b) Intellectual Property infringement or misappropriation.
- c) Negligence and misconduct of the service provider, its employees, sub-contractor and agents.
- d) Breach of any terms of Agreement, Representation or Warranty.
- e) Act of omission or commission in performance of service.
- f) Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by MPCB arising out of claims made by its customers and/or regulatory authorities.

The service provider shall indemnify, protect and save MPCB against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied by them to MPCB from whatsoever source, provided MPCB notifies the Agency in writing as soon as practicable when MPCB becomes aware of the claim however,

- a) The service provider has sole control of the defense and all related settlement negotiations
- b) MPCB provides the service provider with the assistance, information and authority reasonably necessary to perform the above and
- c) MPCB does not make any statements or comments or representations about the claim without the prior written consent of the service provider, except where MPCB is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by MPCB arising out of claims made by its customers and/or regulatory authorities.

10.15 Service Provider's Liability

The selected service provider will be liable for all the deliverables.

The service provider's aggregate liability in connection with obligations undertaken as part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by MPCB arising out of claims made by its customers and/or regulatory authorities.

10.16 Liquidated Damages

Due to negligent act of the service provider, if MPCB suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the service provider shall agree to pay such liquidated damages as defined hereunder:

The total amount of liquidated damages under this engagement shall not exceed 5% of the total value of the contract/WO.

10.17 Fraudulent and Corrupt Practice

- a) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the MPCB of the benefits of free and open competition.
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- c) MPCB 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 or in executing the project.

10.18 Force Majeure

Notwithstanding the provisions of the RFP, the service provider or MPCB shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving MPCB or Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the service provider shall promptly notify MPCB in writing of such condition and cause thereof. Unless otherwise directed by MPCB in writing, the service provider shall continue to perform its obligations under contract as far as possible.

10.19 Work Order cancellation

MPCB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to MPCB alone;

- a) Serious discrepancy observed during performance as per the scope of project
- a) If the service provider makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the service provider turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by MPCB to the service provider would necessarily have to be returned to MPCB with interest @15% per annum from the date of each such payment. Further the service provider would also be required to compensate MPCB for any direct loss incurred by MPCB due to the cancellation of the contract and any additional expenditure to be incurred by MPCB to appoint any other service provider. This is after repaying the original amount paid.

10.20 Termination of Contract

- a) **For Convenience:** MPCB by written notice sent to the service provider may terminate the contract in whole or in part at any time for its convenience giving one months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Service Provider's performance under the contract is terminated and the date upon which such termination become effective
- b) **For Insolvency:** MPCB may at any time terminate the contract by giving written notice to the service provider, if the service provider becomes bankrupt or insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MPCB.
- c) **For Non-Performance:** MPCB reserves its right to terminate the contract in the event of the service provider's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by MPCB.

10.21 Resolution of Disputes

All disputes or differences between MPCB and the service provider shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

MPCB and the service provider shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, MPCB and the service provider find themselves unable to resolve amicably a Contract dispute even after a reasonably long period, either party may

require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation, arbitration/ mediation by a third party and/or adjudication in an agreed national forum.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of Dispute or difference arising between MPCB and the the service provider relating to any matter arising out of or connected with the agreement to be executed later, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English; In case of Dispute or difference arising between MPCB and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by MPCB and the Supplier. The third Arbitrator shall be chosen by mutual discussion between MPCB and the Supplier
- b) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- c) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

10.22 Governing and Applicable Law

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. The Contract to be executed between MPCB and successful bidder shall be interpreted in accordance with the laws of the Union of India and the service provider shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of MPCB falls.

10.23 Addresses for Notices

Following shall be address of MPCB for notice purpose:

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

(Agency's address for notice purpose :(To be filled by the Agency)

Annexure A - RFP Offer Form (without Price)
(Bidder's Letter Head)

OFFER LETTER

Date:

To

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

Dear Sir,

Subject: RFP No. EE/1/2019 dated XXX for **“Request for Proposal (RFP) for “Selection of Service Provider to provide consultancy to MPCB RO SRO Office for ISO 9001 & ISO 27001 Certification”**

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the price bid and made part of this bid.

We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this Offer, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this bid are for MPCB.

If our bid is accepted, we undertake, to start the assignment under the scope immediately after receipt of your LoA. We have taken note of penalty clauses in the RFP and agree to the same. We also note that MPCB reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of MPCB will be final and binding on us.

We agree to abide by this offer till 180 days from the last date stipulated by MPCB for submission of bid, and our offer shall remain binding upon us and may be accepted by MPCB any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, MPCB will have the right to disqualify /blacklist us and forfeit Bid security.

We undertake to comply with the terms and conditions of the RFP document. We understand that MPCB may reject any or all of the offers without assigning any reason whatsoever.

As security for the due performance and observance of the undertaking and obligation of the RFP we submit herewith Demand Draft / Pay order bearing no. _____ dated _____ drawn in favor of "**MAHARASHTRA POLLUTION CONTROL BOARD**" for an amount of Rs.2,50,000.00 (Rs. Two Lacs fifty thousand Only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address

Annexure B - Bidder's Information

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Status of the Company			
4	Details of Incorporation of the Company.		Date:	
			Ref#	
5	Valid VAT registration no.			
6	Valid Service tax registration no.			
7	Permanent Account Number (PAN)			
8	Name & Designation of the contact person to whom all references shall be made regarding this RFP			
9	Telephone No. (with STD Code)			
10	E-Mail of the contact person:			
11	Fax No. (with STD Code)			
12	Website			
13. Financial Details (as per audited Balance Sheets) (in Lakhs (Rs.))				
	Financial Year	2016-17	2017-18	2018-19
	Net worth			
	Turn Over			

Signature:_____.

Name:_____

Designation:_____

Date:_____, Place _____

Seal: _____

Annexure C - Eligibility Criteria Response

Sr. No.	Eligibility Criteria	Response Document
1	Firms or Corporate entities, public or private limited company registered under The Companies Act, 1956 and having a minimum of Ten (10) years of experience in certification of quality standards of which Five (5) years of relevant experience in ISO 9001 and ISO 27001 certifications and its consultations as of 31 st March 2019	Certificate of Incorporation, MoA
2	Bidder should have office in Maharashtra and minimum at TWO (2) other locations in India to cover the locations of MPCB RO SRO Office.	Self-Attested List of offices with Location wise details of Address, Contact Person and Telephone Number
3	Minimum Average Annual Turnover of Rs. 3 Crores (Rs. Three Crores only) for three consecutive years ending 31st March 2019	CA's certificate
4	Should have completed at least Eight orders of ISO 9001 and Three orders of ISO 27001 certification in the last 3 years ending 31 st March 2019	Self-attested List of references in the format provided
5	The status about being blacklisted by Institution in India.	Declaration as per the format provided

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Annexure D – Declaration for Acceptance of RFP Terms and Conditions

To

The Member Secretary
MAHARASHTRA POLLUTION CONTROL BOARD,
Kalpataru Point, 3rd floor,
Opp. PVRCinema,
Sion Circle, Sion, Mumbai-400 022 Sir,

Subject: *RFP No. EE/1/2019 dated XXX for “Request for Proposal (RFP) for Selection of Service Provider to provide consultancy to MPCB RO SRO Office for ISO 9001 & ISO 27001 Certification”*

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Authorised representative)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure E – Declaration for Acceptance of Scope of Work

To

The Member Secretary
MAHARASHTRA POLLUTION CONTROL BOARD,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022 Sir,

Re: Subject: *RFP No. EE/1/2019 dated XXX for “Request for Proposal (RFP) for Selection of Service Provider to provide consultancy to MPCB RO SRO Office for ISO 9001 & ISO 27001 Certification”*

I have carefully gone through the Scope of Work contained in the above referred RFP document and the same is acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Authorised representative)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure F– Format Power of Attorney
(On a stamp paper of relevant value)

Know all men by the present, we _____(name of the company and address of the registered office) do hereby appoint and authorize Mr _____(full name and residential address) who is presently employed with us holding the position of _____as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “_____” in response to the RFP No.____by MPCB, including signing and submission of all the documents and providing information / responses to MPCB in all the matter in connection with our Offer.

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

Dated this _____day of _____2019

For _____.
(Signature)
(Name Designation and Address)

Accepted
(Signature)
(Name Designation)
Date:
Business Address:

Annexure G - Letter of Undertaking
(On Bidder's Letter Head)

To

The Member Secretary
MAHARASHTRA POLLUTION CONTROL BOARD,
Kalpataru Point, 2nd to 4th floor, Opp.
PVR Cinema,
Sion Circle, Sion, Mumbai-400 022 Sir,

Reg.: Our Bid in response to Request for Proposal (RFP) *RFP No. EE/1/2019 dated XXX for "Request for Proposal (RFP) for Selection of Service Provider to provide consultancy to MPCB RO SRO Office for ISO 9001 & ISO 27001 Certification"*

We submit our Bid herewith.

We understand that

- You are not bound to accept the lowest or any Offer received by you, and you may reject all or any Offer.

- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, within 10 days of receipt of your LoA, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this Offer together with your written acceptance thereof shall constitute a binding contract between us.

- If our Bid is accepted, we will be responsible for the due performance of the contract.

Dated at _____ this _____ day of _____ 2013.

Yours faithfully

For _____

Signature: _____

Name: _____

Annexure H - Declaration regarding Clean Track by Bidder
(On Bidder's Letterhead)

To

The Member Secretary
MAHARASHTRA POLLUTION CONTROL BOARD,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Sir,

Subject: RFP No. EE/1/2019 dated XXX for "Request for Proposal (RFP) for Selection of service provider to provide consultancy to MPCB RO SRO Office for ISO 9001 & OHSAS 18001 Certification"

I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I declare the following

No.	Country in which the company is debarred/blacklisted/case is pending	Black listed/debarred by Government / Semi Government organizations/ Institutions	Reason	Since when and for how long

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Authorised Representative)

Printed Name

Designation

Seal

Date:

Business Address:

11 DOCUMENTS AND FORMS TO BE UPLOAD IN ENVELOPE – “I”

Annexure T1 - Bidder's Experience A -

Bidder's Organization

[Provide here a brief description of the background and organization of your company. The brief description should include ownership details, date and place of incorporation of the company/firm, objectives of the company/firm etc.]

B - Bidder's Experience

Provide details your past experience:

Sr. No.	Name of Client with Contact Person details (telephone, email, preferred time to contact)	Type of Certification details	ISO	Approximate cost of contract/ Project cost	Duration of Project (months)

Note: Please provide documentary evidence from the client wherever applicable.

Signature: _____

Name: _____

Designation: _____

Date: _____ Place _____

Annexure T2 – Resources to be deployed

Provide details of the resources to be deployed for MPCB project. The resources should be permanent employees of the bidder

Sr. No.	Name of Resource	Certification Details	Total relevant experience in number of years	Total No. of years in the present employment

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Date: _____, Place _____

12 DOCUMENTS AND FORMS TO BE UPLOAD IN ENVELOPE – “II”

Annexure C1 - Price Bid Form
(Bidder's Letter Head)
(To be included in Commercial Bid Envelope only)

To

Date:

The Member Secretary
MAHARASHTRA POLLUTION CONTROL BOARD,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Dear Sirs,

Subject: RFP No. EE/1/2019 dated XXX for “**Request for Proposal (RFP)** for Selection of service provider to provide consultancy to MPCB RO SRO Office for ISO 9001 & ISO 27001 Certification”

Having examined the RFP Documents placed along with the above referred RFP, we, the undersigned, offer to provide the required services in conformity with the said RFP documents for the sum of Rs. _____ (Rupees _____) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid. We confirm that price bid covers all expenses towards execution of the assignment till completion and is inclusive of all prevailing taxes and duties.

We agree to abide by the bid and the rates quoted therein for the orders awarded by MPCB up to the period prescribed in the RFP which shall remain binding upon us. Until a formal contract is signed with the selected service provider, this bid shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest bid that you may receive.

Dated this..... Day of.....2019 (Signature) –

(Name)

(In the capacity of)

Duly authorized to sign Offer for and on behalf of

Annexure C2 – Price Bid Format

S. No	Particulars	Unit cost (Rs)	GST (Rs)	Total (Rs)
1.	Professional Service charges for certification consulting for ALL RO SRO Office as mentioned in Scope			
a	ISO 9001 consultation charges			
b	ISO 27001 consultation charges			
	Total <i>consulting</i> charges (a+b)			
2.	Certification charges			
a	ISO 9001 certification charges			
b	ISO 27001 certification charges			
	Total <i>certification</i> charges (a+b)			
3.	ISO 9001 & ISO 27001 Surveillance Services			
a	Year 1 Surveillance			
b	Year 2 Surveillance			
	Total <i>Surveillance</i> charges (a+b)			
	Grand Total (1 + 2 + 3) inclusive of Taxes			

Amount in words: Rs. _____

Signature:

Name of authorized signatory:

(On behalf of)

Seal of the Company

Date:

Annexure L – Proforma for Performance of Bank Guarantee

Date

Beneficiary: MAHARASHTRA POLLUTION CONTROL BOARD

(Please insert complete address)

Performance Bank Guarantee No:

We have been informed that----- (hereinafter called “the service provider ”) has received the work order no. “-----” **dated** ----- issued by Maharashtra Pollution Control Board (**MPCB**), for -----
- (hereinafter called “the Work Order”).

Furthermore, we understand that, according to the conditions of the work order, a Performance Bank Guarantee is required.

At the request of the service provider, We ----- (name of the Bank), the issuing Bank to furnish the details of its incorporation, and having its registered office at -----
----- and, for the purposes of this Guarantee and where claims are payable, acting through its ---- branch presently situated at ----- (hereinafter referred to as “**Bank**” which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of **Rs.**-----
---- (**in figures**) (**Rupees**-----(**in words**)----- **only**) upon receipt by us of your first demand in writing on or before ----- (Date) declaring the service provider to be in default under the work order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with – (Bank Name & Issuing branch address)-----
-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

(i) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. -----<Amount in figures and words>.

(ii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of MPCB within three months of the expiry of the validity period of this Bank Guarantee viz. from ----

(iii) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)-----
----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (Date) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----
----- (Bank & Its Address), upon the earlier of (a) its discharge by payment of claims aggregating to Rs. ----- <Amount in figures & words>. (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) <Claim Expiry Date>
All claims under this Bank Guarantee will be made payable at -----
----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

Annexure M - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 2019 ("Effective Date") between MAHARASHTRA POLLUTION CONTROL BOARD, a State Govt. Statutory Board and having its registered office at MPCB, Kalpataru Point, 2nd, 3rd and 4th floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 (Hereinafter referred to as "MPCB", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

_____, a company registered in _____ and having its registered office at _____ (Hereinafter referred to as "-----", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

MPCB and ----- shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between MPCB and ----- to perform the considerations (hereinafter called "Purpose") set forth in below:(STATE THE PURPOSE)

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice,

where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 9: JURISDICTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 10: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Mumbai in India.

Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the date last written below until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in
3. whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
4. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

IN WITNESS THEREOF, the parties hereto have duly executed this agreement by their duly authorized representatives as of the effective date written above.

Maharashtra Pollution Control Board
Mumbai

Service Provider Name
Place

By:

By:

Name:
Designation:

Name:
Designation

Annexure-N
NOTICE DETAILS

Tender Reference no.	MPCB/EIC/e-Tender < > Date: / /2019
Name of Work / Item	(Retender) "Selection of Service Provider To provide Consultancy to MPCB RO & SRO Offices & Data Center for ISO 9001:2015 & ISO 27001:2013 Certification."
Cost of tender document & Mode of Payment	₹25,000/- (Rupees twenty-five thousand Only) (Non-Refundable) to be paid through Online Payment Modes I.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage.
EMD Amount & Mode of Payment	₹2,50,000/- (Rupees two Lakhs fifty thousand Only) to be paid through Online Payment Modes I.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.
Date, Time and Place of Pre-Bid Meeting	18-09-2019 at 11:00 hrs at MPCB Conference Hall, Kalpataru Point, 4th Floor, opp. PVR Cinema, near Sion Circle, Sion (E), Mumbai-400 022
Venue of online opening of tender	MPCB Conference Hall, Kalpataru Point, 4 th Floor, opp. PVR Cinema, near Sion Circle, Sion (East), Mumbai - 400 022
Address for Communication	EE Section MPC Board, Kalpataru Point, 4 th Floor, opp. PVR Cinema, near Sion Circle, Sion (East), Mumbai - 400 022
Contact Telephone & Fax Numbers	Tel. No. - 022- 240 87 295, 022- 240 10437 Fax - 022- 240 87 295 Email - iso@mpcb.gov.in
e-Tendering Helpline Support: Monday-Friday: 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM	Telephone: 020 - 3018 7500 Email: support.gom@nextenders.com

E-TENDER TIME SCHEDULE

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time
1	<i>Release of E-tender</i>	<i>Department</i>	<i>06-09-2019</i>	<i>11.00</i>	<i>06-09-2019</i>	<i>17.00</i>
2	E-tender Download	Bidders	<i>06-09-2019</i>	<i>17.01</i>	<i>16-09-2019</i>	<i>17.00</i>
3	Bid Preparation		<i>06-09-2019</i>	<i>17.01</i>	<i>20-09-2019</i>	<i>17.00</i>
4	<i>Superhash Generation & Bid Lock</i>	<i>Department</i>	<i>21-09-2019</i>	<i>10.00</i>	<i>21-09-2019</i>	<i>13.00</i>
5	Control Transfer of Bid	Bidders	<i>21-09-2019</i>	<i>13.01</i>	<i>23-09-2019</i>	<i>17.00</i>
6	<i>Envelope Opening</i> 1	<i>Department</i>	<i>24-09-2019</i>	<i>14.30</i>	<i>24-09-2019</i>	<i>17.30</i>
7	<i>Envelope Opening</i> 2		<i>30-08-2019</i>	<i>11.30</i>	<i>30-08-2019</i>	<i>14.30</i>

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

** Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial bids shall be notified in 'Press Notice / Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.*

INSTRUCTIONS TO BIDDERS FOR e-Tendering

GENERAL INSTRUCTIONS:

The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra**: <https://maharashtra.etenders.in>

The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <https://maharashtra.etenders.in>

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

Bidders will have to pay cost of Tender Document through online modes of payment such as **Net Banking, Debit Card and Credit Card** during **Tender Document Download stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking) of ₹ **1054/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NextTenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

If any assistance is required regarding e-Tendering (registration / upload / download) please contact GoM e-Tendering Help Desk on number: **020 - 3018 7500 (Pune Helpline)**, **Email: support.gom@nextenders.com**

For a bidder, online bidding process consists of following 3 stages:

- 1. Online Tender Document Purchase and Download*
- 2. Online Bid Preparation*
- 3. Online Bid Submission*

All of 3 stages are mandatory for bidders to successfully complete Online Bidding Process.

TENDER DOCUMENT PURCHASE AND DOWNLOAD:

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of Maharashtra Pollution Control Board on e-Tendering website of Government of Maharashtra, <https://allgom.maharashtra.etenders.in> by making payment through **Online Payment Modes i.e. Net Banking, Debit Card and Credit Card**.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to

proceed further for next stage resulting in his/her elimination from Online Bidding Process.

Subsequently, bid must be prepared and submitted online ONLY as per the schedule.

The Tender form will be available online only. Tender forms will not be sold / issued manually from M.P.C. Board office

The bidders are required to download the tender document within the pre-scribed date & time mentioned in online tender schedule. After expiry of the date and time for tender document download, Department / Corporation will not be responsible for any such failure on account of bidders for not downloading the document within the schedule even though they have paid the cost of the tender to the Department / Corporation. In such case the cost of the tender paid by the bidders will not be refunded.

PREPARATION & SUBMISSION OF BIDS

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

Online Bid Preparation

EARNEST MONEY DEPOSIT (EMD)

Bidders are required to pay Earnest Money Deposit (if applicable) through Online Payment modes i.e. **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during Bid Preparation Stage.

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

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

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

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

TECHNICAL BID

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, if required can be zipped as well and then uploaded during **Online Bid Preparation stage**.

COMMERCIAL BID

All commercial offers must be prepared online (An online form will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Preparation stage**).

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope. Towards the end of Bid Preparation, once verification of EMD payment is successful, bidder completes the Bid Preparation stage by generating the Hash Values for T1 and C1. Post this, system won't allow him/her to make any further changes or modifications in the bid data.

Online Bid Submission

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

Note: During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

OPENING OF BIDS:

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

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

TECHNICAL ENVELOPE (T1):

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

At the time of opening of technical bid the tenderer should bring all the original documents that have been uploaded in the Online Technical Envelope (T1) so that same can be verified at the time of opening of technical bid.

If the tenderer fails to produce the original documents at the time of opening of technical bid, then the decision of the committee taken on the basis of document uploaded will be final and binding on the tenderer.

If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded.

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

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

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

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

COMMERCIAL ENVELOPE (C1):

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only,

Note: Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer.

During Online Bid Preparation, apart from the above-mentioned documents, if any need arises to upload additional documents in Technical Envelope, an option of 'Upload Additional Documents' has been provided in the e-Tendering software which will be available to bidders during Online Bid Preparation stage.