

**e-Tender Document**  
**For**  
**Procurement of Software**  
**" Laboratory Information Management System"**  
**(LIMS)**  
**For**  
**MPCB Laboratories**

**Tender No.:- MPCB/EIC / e-Tender-1/ 2019**



**Maharashtra Pollution Control Board**

**महाराष्ट्र प्रदूषण नियंत्रण मंडळ**

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**Website:<http://mpcb.gov.in>**

**Price: Rs.5000/-  
(Non Refundable)**

*July, 2019*

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## 1 DISCLAIMER

- 1.0 Though adequate care has been taken in the preparation of this Tender 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 Tender Document is complete in all respects.

**Member Secretary**  
(Attn: Principal Scientific Officer)  
**Maharashtra Pollution Control Board**  
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- 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 tender document nor is it possible for **MPCB** to consider the financial situation and particular needs of each party who reads or uses this tender document. **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 tender document 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 tender document, any matter deemed to form part of this Tender document, 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 *Tender Document* at any stage without assigning any reasons whatsoever.

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

## 2 ABBREVIATIONS AND ACRONYMS

AMC	Annual Maintenance Contract
BG	Bank Guarantee
CPCB	Central Pollution Control Board
EMD	Earnest Money Deposit
FSD	Finalized System Document
IPO	Intellectual Property Owner
IPR	Intellectual Property Rights
ISO	International Standards Organization
IST	Indian Standard Time
ITR	Income Tax Return
JVS	Joint Vigilance Sample
LIMS	Laboratory Management Information System
LoA	Letter of Award
MoEF	Ministry of Environment and Forests, Govt. of India
MPCB	Maharashtra Pollution Control Board
NABL	National Accreditation Board for Laboratories
NDA	Non-Disclosure Agreement
NIT	Notice Inviting Tender
NWMP	National Water Monitoring Point
OHSAS	Occupational Health and Safety Advisory Services
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
QCBS	Quality Cum Cost Based Selection
SRS	System Requirement Specifications
S/w	Software
UAT	User Acceptance Test
Supplier/Successful Bidder	The Bidder who will be finally selected & gets into an agreement with MPCB for completing the work mentioned in this Tender Document

#### **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 of 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 Current e- governance structure at MPCB

MPCB has implemented “**Integrated Management Information System (IMIS)**” at Board’s Head office, Regional Offices, Sub Regional Offices and Laboratories.

IMIS aim at computerize of various functions of the Board including Consent Authorization management, Cess collection, Complaint, Waste Management, File Tracking System (FTS) A/c & EB management and Laboratory activities.

#### 4.3 Objectives of this ‘Tender Document’

MPCB intends to procure “Laboratory Information Management System (LIMS)” and maintenance of the same for specific to MPCB’s Central Laboratory and seven (7) Regional Laboratories to enhance the capability of MPCB laboratories through electronically exchange information within laboratory and with laboratory customers. MPCB has various testing parameters in various laboratories 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. MPCB has implemented ISO 9001:2015 & OHSAS 18001:2007 based Information Management System & best practices for their critical functions.

The objective of this tender document is to select software provider, through bidding practice, which has the required experience and expertise to provide and ensure implementation of 'Laboratory Information Management System' at MPCB laboratories within the stipulated time frame.

The main objectives of the project are as follows:

- To provide common web based or browser based application software that can be accessed by any MPCB officials.
- Configurable for LIMS at multiple MPCB laboratories.
- Connects people, process and data in real time across all the laboratories.
- Simplification and automation of laboratory process.
- Fast and reliable information management.
- Online availability of laboratory inventory and sample information.
- Generation of Charts, Graphs & Trends.
- User friendly pop up messages
- Integration with external applications hardware, analytical instruments etc.
- Track the location of each sample and each sample movement to effectively create a chain of custody.
- Real time reporting, efficient analytics and decision support.
- Secured and availability of information for decision making.

## **5. SCOPE OF WORK**

**5.1** MPCB intends to implement LIMS at its Laboratories.

**5.2** Laboratory Information Management System Implementation Framework.

This should cover the following activities:

**5.2.1** LIMS Software shall be exclusively designed developed and customized for MPCB laboratories as per requirement of MPCB. The software provider will be the implementation hand of MPCB for the LIMS system. Software shall be customizable and configurable, consisting of following features :

- i. Compatible with the existing IMIS software of MPCB and able to communicate both ways with IMIS industry database required for sampling of Industry.
- ii. Support Field Officers for fetching and pushing of data from IMIS to Android/IOS supported mobile app with facility for real-time geotagging of sampling location..
- iii. Software capable of communication through web portal/web site.
- iv. Software will be independent of other laboratories and without any restrictions to the number of user at a given time.
- v. Software should have provision for generation of customizable reports and communication through web site/email/mobile application.
- vi. Software should be compliant to ISO: 9001 & ISO/IEC: 17025 (NABL requirement), should comply with security, performance audit .
- vii. Software should have facility for addition of new activities as and when required.

- viii. Software should have facility to link online monitoring stations in future with manual and online data comparison.
- ix. Software should have Audit trail.

**5.2.2** Software should consist of various modules, such as –

- i. Sample generation, registration and submission to the laboratory through Android based mobile application.
- ii. Sample collection data verification and acknowledge of sample received at Laboratory.
- iii. Tram line and Tram stops as per MPCB requirement for different sections of MPCB laboratories such as water, waste water, HW, Air stack, Air Ambient, AQC etc.
- iv. Test allocation to respective analyst as per test requirement and test methods prescribed.
- v. Randomized sample allocation to field staff and randomized test allocation to scientific staff.
- vi. Entry of analysis data through Instrument integration as well as manual.
- vii. Analysis data validation, report generation and simultaneous dispatch of reports online to industry and Field Officer concerned.
- viii. Generation of various MIS reports for field staff, laboratory and supervisory authorities of the Board.
- ix. Facility to attach sampling and analytical SoP's
- x. Laboratory inventory management of instruments, equipment's, chemicals, glassware's, other miscellaneous materials and library.
- xi. Training records of field and laboratory officials.

**5.3 Scope of Software Features:**

Vendor shall develop (Customize & Configure) software to meet the following functions of Laboratory Information Management System.

Sr. No	Module name	Detailed scope of work
1	<b>Sample registration and allotment module for Air, Water, Waste water, Hazardous Waste, and Biomedical waste</b>	The software shall support automation of testing process followed in an analytical lab. <ul style="list-style-type: none"> <li>• Registration of Sample details and submission by MPCB official (RO/SRO/FO/FI).</li> </ul>
a.	Registration and Authentication	At the time of registration sample related information should be fetched from MPCB's IMIS software system. This feature shall be available on mobile/PDA device (Android and iOS) and Desktop. With this functionality, the Regional Officer / Zonal Lab shall be able to register sample details from the sampling location. This will also record time, GPS coordinates and photograph of sample/sampling location. This should help streamlining the sample test process and enable decentralization of work. This connection will be established using a secured VPN gateway with remote

		device.
<b>b.</b>	Sample verification at laboratory	Online / offline acknowledgement receipt for each sample to be generated once accepted for testing. It shall provide testing specifications and test plan for the sample. Sample rejection by the sample receiving authority shall be communicated online to sample collection authority.
<b>c.</b>	Acknowledgement of sample receipt	Online / offline acknowledgement receipt for each sample to be generated once accepted for testing. Acknowledgement receipt should dispatch electronically to respective sample indenting officer. It shall provide testing specifications and test plan for the sample.
<b>d.</b>	Bar code generation and code no. label printing	Bar codes and label shall be generated at the time of registration Labels has to be pasted on the samples. Bar code should be generated automatically at the time of sample registration.
<b>e.</b>	Sample allotment	Accepted samples will go for testing in respective Laboratory section. Lab analyst for specific parameter will be selected for the test based on the competence of the analyst. Alert message will be generated for the analyst for new job. Graphical representation of work assigned, work in hand, work completed and work pending is to be generated by the system while allocating the sample for testing.
<b>f.</b>	Work sheet generation	Laboratory worksheets has to be generated to facilitate electronic data entry for relevant parameters.
<b>g.</b>	Test data entry	It should provide necessary data entry formats for scope of testing performed at PCB lab which will include the parameters as per Annexure ---- Wherever instrument interface is available, the software of the instrument to be integrated with the LIMS software. Facility shall be available for QA/QC including replicate, retesting, and method validation/verification.
<b>h.</b>	Data verification	Test raw data collected will be verified by competent authority and approved for report generation. In case required provision for retesting process can also be initiated for a sample.
<b>i.</b>	Report approval	Verified test data will go to reporting section. Generated reports will be reviewed by signing authority (SES) and approved for dispatch. Approved COA / report shall be transmitted electronically with digital signature to the concerned authorities
<b>j.</b>	Report generation and dispatch	Facility shall be available for printing of reviewed reports. There should be provision to connect this reports to PCB online consent management system through online.
<b>k.</b>	Sample disposal	Software shall recommend disposal of retained samples as per sample retention policy. System shall generate sample disposal alert at defined frequency



		to all concerned.
<b>i.</b>	MIS Report related to Testing Process	Software shall enable laboratory to generate customizable reports against the parameters captured during the test process in various formats i.e., Excel, word, trend graphs and other basic statistical analysis. Reports will mainly be based on following scope: Customer/Sample specific reports Audit related reports Performance related reports Customized reports Calibration Reports
<b>m.</b>	Testing charges and invoice preparation	The module should have facility to generate invoice automatically as per intended scope of analysis of test samples at respective field offices / labs.
<b>2</b>	<b>Inventory / Asset Management Module</b>	Laboratory needs to maintain records related to inventory and assets of the laboratory. a. This module shall help labs to maintain the data related to the inventory items i.e., Chemicals, CRM's and glassware, assets (instruments and equipment, accessories/spares), issue and return process, procurement, stock update, maintenance, calibration, calibration certificates of equipment's and inventory of library books. b. The module shall also have provision for competency mapping of human resources which will include qualification, experience and training details of each resource persons. c. Training schedule, evaluation and feedback record
<b>a.</b>	Master data	This module will be the master data configuration step for inventory module where labs can set-up the inventory and assets types/categories and subtypes/sub-categories, their units, suppliers, maintenance and calibration consultants' information.
<b>b.</b>	Indent and Purchase	Software shall have provision for generating indent by the scientist and purchase order by the Stores Department as per the AMC or tender procedure.
<b>c.</b>	Inward	Approved indent will be procured and on receipt will be take into stock through inward process where all specifications, needed for inventory tracking, of item will be recoded along with inward quantity.
<b>d</b>	Issue / Return Consumption	All assets will be tracked against issue and return process. Asset usage for individual testing process can also be recorded. Similarly stock of consumable items will be maintained from inward to issuance.
<b>e.</b>	Maintenance & Calibration	Assets will have maintenance and calibration schedules. Alerts for the same can be generated in the

		software for concerned department. On performance of maintenance or calibration procedures, all issues and actions will be recorded along with responsible individual details.
f	Disposal	Assets acquired by lab after completing their lifecycle, will be disposed or scrapped, records pertaining to this procedures shall be maintained.
g.	Reports	It shall provide multiple inventory reports, includes: Procurement & Stock report Consumption / usage statistics. Maintenance or calibration reports. Disposal reports
h.	Complaints and Customer feedback	The software should have templates for complaints and customer feedback and their evaluation
3	<b>Admin module for LIMS</b>	Admin module will enable the LIMS admin to configure the tool for laboratory.
a.	Tool Customization	Tool customization shall enable tool admin to add master lists for various modules in the tool, Manage Locations, Manage Sample Types and parameters, users, organization hierarchy, access rights, access control based on designation/authorization The software should be installed in the server provided by MPCB and it should be installed and training to be given to Central and Regional Labs.
b.	Training	The software should be installed and laboratory personnel well trained on use of it.
4	Comprehensive Annual maintenance contract	5 years comprehensive AMC has to be given by software provider for operation and maintenance i.e., after 1 year free warranty period.
5	Proprietary rights of the software	The software supplier has to hand over the source code to the client after installation, performance evaluation and commissioning. IPR of the customized software shall remain with MPCB.
6	Hardware	The Software has to be installed in a MPCB Server which shall be accessed by other laboratories through MPLS – VPL connectivity (connected labs are Central Lab and Regional Laboratories 7 nos.) For installation of LIMS, operating system installer disk will be needed.

#### 5.4 Customization and Design Development of Software for MPCB Requirement:

Vendor shall prepare a document after review of the prevailing systems and procedures as below:

- a. **Functional & Systems Study:** Study existing manual laboratory management systems, procedures, Departmental functional requirements,

business processes, and user requirements and finalize the baseline requirement resulting in SRS (System Requirement Specification) preparation.

- b. **Design:** All Design Parameters will be discussed and finalized during the finalization of System Requirement Specification (SRS) finalization.
- c. **Security:** Architecture Design of the Security Architecture, preparation and implementation of a Security Administration Plan for the system.
- d. **Development:** Development of the application software based on the system specifications frozen during Systems study.
- e. **Testing:** Prepare Test specifications, test data and test the application and document test results using automated Testing Tools.
- f. Study the compatibility of existing hardware.

#### 5.5 Acceptance Criteria:

- 1. SRS finalization and approval by MPCB.
- 2. Application design including database design (System design document) shall be approved by MPCB.
- 3. Test plan finalization and approval by MPCB.
- 4. Information Security Document
- 5. Requirement Traceability matrix(Audit)
- 6. Test Results acceptance.
- 7. User Acceptance of User Interface design of application.
- 8. End User Manuals.

**Note:** a. Include all laboratory calculations within the LIMS apart from those performed by systems linked to chromatographs where calibration curves are used, for example. The chosen system must allow a user to easily specify calculations in terms similar to those used in the Standard Operating Procedure (SOP) for the test.

- b. All the above documents shall be submitted as a set of 3 hard copies (1 original and 2 Duplicates) along with a 1 soft copy on CD/DVD media at MPCB Head office. Additional 10 number of "User Manuals" at each location of laboratory shall be submitted

#### 5.6 Operation, AMC and Warranty:

The contract agreement is for a period of ONE year warranty and after the contract, AMC has to be entered with the service provider. The service provider has to quote the AMC charges for four years after the one year warranty in the tender separately in percentage of software cost. AMC charges to be paid on prorata basis every six months.

The Service provider shall be responsible for Operation and Maintenance of the entire system Application for a period of one year from the date of Go-Live till the end of contractual period.

The service provider shall revise the documents whenever changes are made in the software during the warranty in the form of addendum to Original Documents.

The quality of the software application being supplied by the bidder must adhere to the specifications mentioned and the bidder should submit a compliance statement declaring the commitment to meet the specifications.

**5.7 Onsite Support:**

The vendor shall deploy one project Manager (Should have handled one software project for complete life cycle) and a developer with minimum of 2 (two) years' experience in proposed technology for the initial 6(six) months of warranty period at MPCB site to assist MPCB in implementation of solution and warranty support.

**Note:** Vendor has to submit a copy of profile of the staff/ resources along with offer, who will be working on this project.

**5.8 Offsite Support:**

Vendor can provide offsite support for rest 6 months period in warranty.

**5.9 Delivery:**

Successful Bidder shall deliver install and operate the system/solution within 120 Days preferably from the date of issue of the Purchase Order/Notification of Award. For any delays in delivery and installation beyond delivery & installation period mentioned in the purchase order, the vendor will be liable for penalties as mentioned in this tender clause number 10.6.

**5.10 Comprehensive Training:**

The successful bidder shall provide training at the time of trial installation and finalization of software to the Scientists of laboratories and Field Officers of Sub Regional offices in the jurisdiction of each laboratory.

The Vendor is required to train laboratory resources at MPCB, to enable to handle the system administration software after expiry of warranty period. The number of participants will be 10(Ten).

**5.11 Change Request:**

During the contract, time to time, changes in application, processes may be necessitated in application. In case of any change request, the selected bidder must make any and all such changes for the duration of the contract. The change requests shall be considered during the first year after go-live. When provided the specifications of the change required, the selected bidder shall submit an estimate of work effort (man days) and cost for the change to MPCB.

An undertaking from Software provider is required stating that they would facilitate the Tenderer on regular basis with the technology/product updates and extend support for the warranty and AMC period as well.

**5.12 Data Centre**

The Selected bidder shall use the MPCB data center services for hosting of application. The selected bidder is required to host the application and services on the server infrastructure at the facility of MPCB, HQ. The centralized compute infrastructure should be able to accommodate any scaling up requirements arisen in future.

### 5.13 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 Tender document.

### 5.14 List of Locations

Maharashtra Pollution Control Board is maintaining a well-equipped Central Laboratory and 7 (Seven) Regional Laboratories all over Maharashtra where LIMS to be implemented. The location details of the same are as follows

Sr. No	Location	Address
1	Central Laboratory, Navi Mumbai.	Central Laboratory, Maharashtra Pollution Control Board, "Nirmal Bhavan", P-3, MIDC Industrial Area, Mahape, <b>Navi Mumbai- 400 701.</b>
2	Regional Laboratory, Pune.	Regional Laboratory, Maharashtra Pollution Control Board, Jog Centre, 3rd Floor, Mumbai Pune Road, Wakdewadi, <b>Pune- 411003.</b>
3	Regional Laboratory, Nagpur	Regional Laboratory, Maharashtra Pollution Control Board, Udyog Bhavan, Civil Lines, <b>Nagpur - 440001.</b>
4	Regional Laboratory, Aurangabad.	Regional Laboratory, Maharashtra Pollution Control Board, A-4/1, Paryavaran Bhavan, Behind Dhoot Hospital, Chikalthana MIDC <b>Aurangabad - 431210.</b>
5	Regional Laboratory, Thane.	Regional Laboratory, Maharashtra Pollution Control Board, Office Complex Building, 5th Floor, Wagle Industrial Estate, <b>Thane – 400604.</b>
6	Regional Laboratory, Chiplun.	Regional Laboratory, Maharashtra Pollution Control Board, Parkar Complex, 1st Floor, Behind Nagar Parishad, <b>Chiplun</b> , Dist. Ratnagiri – 415605.
7	Regional Laboratory, Nashik.	Regional Laboratory, Maharashtra Pollution Control Board, Udyog Bhavan, Satpur MIDC, Near ITI, <b>Nashik- 422 107.</b>
8	Regional Laboratory, Chandrapur	Block No. 13/14, Ground floor, New Administrative Building, Mul Road, Chandrapur -422401

Each Laboratory comprises three sections- Water, Air and Hazardous Waste. Water Section carries out Physical, Chemical, Bacteriological and Bio-assay analysis of water and Waste Water (Sewage and Trade Effluent) which are categorized as Environmental samples(i)General Environment, i)NWMP, iii) SWMP Joint Vigilance Samples Festival project samples and Law Evidence Samples.

### 5.15 Project Schedule

**Contract Period:** The Solution provider shall complete the development & installation of required Solution within 120 days.

The contract period is for FIVE years from date of deployment of software.

**Uptime:** The solution/application should have 95% up time for entire project period. Any complaint received or call logged should be resolved within one working day, after which penalties as per clause no.10.6 shall be applicable.

## 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 tender 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 CRITERIA FOR MINIMUM ELIGIBILITY AND BID RESPONSIVENESS:

The Bidder shall fulfill the following Minimum Eligibility Criteria to participate in the bidding process. The Bidder should provide necessary documentary evidences of compliance as follows. Failure to do so for any of the Criteria mentioned below shall result in disqualification of the Bidder.

- a) The bidder participating in this tender should be a company/ firm registered under companies Act, 1956 / and who have GST registration and must have completed 5 years of existence as on Bid calling date.
- b) The bidder should have experience in development & maintenance of at least '2' Applications of similar in nature in last '3' financial years.
- c) Bidder should have developed LIMS for Pollution Control Boards (PCB's) or NABL/ISO 9001:2015 approved private environment laboratories. Bidders shall enclose proof of successful completion from the party.
- d) The bidder should have financial turnover of minimum Rs. 5 Corore or above in each of the last 3 Financial years. The bidder should submit CA certificate along with audited balance sheets. The bidder is also required to submit ITR for last 3 years. (Year 2016 to 2019).
- e) Bidder should have experience of executing at least one order for software development of minimum value of Rs. 50 Lakhs or above order of any work in any Central / State Government organization/PSU/Reputed Organizations.
- f) The bidder should have IT manpower of at least 25 members on their rolls as on bid publishing date. Self-declaration of Manpower details be submitted (Name, designation, qualification and experience) along with technical bid.

- g) Successful Bidder shall establish the support center in Maharashtra, preferably in MMRDA area within one month from the date of delivery of software to MPCB.
- h) The bidder should submit declaration stating that they are not debarred/blacklisted by any Central/State Government, PSUs in the bid.
- i) The bidder should submit valid Statutory documents in the bid: copy of PAN card and copy of GST registration along with VAT clearance certificate till Dec'2018 and Latest GST Clearance Challan.
- j) The bids **NOT** meeting either of the above mentioned minimum criteria for eligibility will be rejected summarily.

## 7. INSTRUCTIONS TO BIDDERS

### 7.1 The Tender Document

#### 7.1.1 Tender

- a) Tender Document shall mean Request for Proposal.
- b) Bidders have to quote for 'Laboratory Information Management System (LIMS)' software covering the scope mentioned in the tender document.
- c) The Bidders are expected to examine all instructions, forms, Terms and Conditions and technical specifications in the tender document. Submission of a bid not responsive to the 'Tender Document' 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.
- d) MPCB reserves the right to take any decision with regard to tender process for addressing any situation which is not explicitly covered in the tender document.

#### 7.1.2 Cost of 'Tender Document' document

The 'Tender Document' would be made available to the prospective Bidders as per schedule mentioned in Section 3 and 13 of this document, upon online payment of **Rs 5000/- (Rupees Five Thousand only)** during the dates as mentioned in the Section 3 and 13. The 'Tender Document' document is non-transferable and the fee paid is nonrefundable. MPCB's official website is [www.mpcb.gov.in](http://www.mpcb.gov.in). for downloading the 'Tender Document' document.

#### 7.1.3 Clarifications of 'Tender Document' Documents and Pre-bid conference

- a) A pre-bid conference will be held as per the schedule mentioned in Section 3 to address queries from the prospective bidders. A prospective Bidder requiring any clarification of the 'Tender Document' 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 Section 3. 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 Tender Document	Clarification Sought	Additional Remark (if any)

- b) MPCB will respond to queries and request for clarifications received ONLY from the prospective bidders who have purchased the Tender Document or have paid the price of the tender 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 'Tender Document' which may become necessary as a result of such queries shall be made by MPCB by issuing an Addendum, which will be hosted on MPCB's website.

#### 7.1.4 Amendment of 'Tender Document' 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 Tender Document.

Amendments will be provided in the form of Addenda / corrigenda to the Tender 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 tender document shall be deemed to form an integral part of the Tender Document.

Bidders are requested to submit the bids after issue of amendments/clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any, before bid submission time & date.

#### 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 tender document. The Bid should be precise, complete and in the prescribed format as per the requirement of this tender document. Failure to furnish all information or submission of a bid not responsive to this tender document 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 tender documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the tender 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 customization, configuration, and implementation and performance evaluation during warranty period. The same should include all applicable taxes, duties levies, GST etc. whatsoever.

Taxes should be shown separately in the Price Schedule.

### **7.2.4 Earnest Money Deposit (EMD)**

The vendor should submit Earnest Money Deposit of Rs. 2, 00,000/- (Rupees Two Lakhs only) through e payment as mentioned in section 3 of Tender document.

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 the successful bidder will be returned after submission of performance bank guarantee.

### **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 tender document 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.

#### **7.2.7 Period of Validity of Bids**

Bids shall remain valid for a period of 90 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 90 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**

As prescribed in the Section 13, under this e-tender process the bids should be digitally signed. Any testimonials being presented should be self-attested before uploading.

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

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.

#### **7.2.10 Content 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 Section 13.

Envelope 1 / Cover 1: Technical Bid(T1)

Envelope 2 / Cover 2: Price Bid/Commercial Bid.(C1)

### 7.2.11 2-Envelope Offer process

The Offer shall be prepared in 2 different envelopes, Envelope I and Envelope II.

### 7.2.12 Contents of the 2 Envelopes

**Envelope 'I'** should be super scribed as '**Eligibility Criteria**' and '**Technical Offer**'. The following documents duly placed in a file shall be inserted inside Envelope I. Essentially the Bid should be bound with Indexing and page numbers:

- a. Proof of Purchase of 'Tender Document' (self certified)
- b. Earnest Money (EMD) in the form of Demand Draft / Pay Order– Annexure – A
- c. Tender Offer form (without price) – Annexure B.
- d. Bidder Information – 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 Tender Document – Annexure F
- h. Letter of Undertaking – Annexure G
- i. Pre-Qualification Tender Letter – Annexure H
- j. Declaration Regarding Clean Track by Agency – Annexure I
- k. Income Tax PAN Details (Enclose self certified photocopy).
- l. Satisfactory performance certificates from minimum two customers where the bidder has implemented Laboratory Information Management System during last 5 years.
- m. Technical Evaluation- Annexure J
- n. Bidder Experience – Annexure K
- o. Resource to be deployed – Annexure L
- p. Understanding of the Project - Annexure M

The technical bid envelope shall not include any financial information. If the technical bid contains any financial information the entire bid will be rejected.

**Envelope 'II'** should be super scribed as '**Price Bid**'. Essentially the Bid should be bound with Indexing and page numbers:

- a. Price Bid Form – Annexure C1
- b. Price Bid Format– Annexure C2
- c. Functional Up gradation Price Bid Format – Annexure C3
- d. Proforma for performance Bank Guarantee – Annexure N
- e. Non-Disclosure Agreement – Annexure O

(Prices quoted in the bid should include all costs towards customization, configuration, and implementation and change request during warranty period. The same should include all applicable taxes, duties levies, VAT/Sales Tax/Service Tax, fees etc. whatsoever.)

### **7.2.13 Bid Submission**

The submission of Bids by interested bidders in response to tender document should be through e-Tender system only as mentioned in section 13.

The Bids should be made strictly as per the formats given in the Tender Document.

**Note:** In addition to online submission bidder have to submit hard copy of the duly filled tender documents at the time of the opening of Technical Bid. However the bid submitted online will be considered authentic one for processing of bid.

### **7.2.14 Bid Language and Currency**

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

### **7.2.15 Rejection of bid**

The bid is liable to be rejected if:

- a) The same is not submitted as prescribed in Section 13
- b) The document doesn't bear signature of authorized person.
- c) It is received through Fax/E-mail.
- d) Incomplete / incorrect bids, including non-submission or non-furnishing of requisite documents / Conditional bids / bids not conforming to the terms and conditions stipulated in this Tender Document are liable for rejection by MPCB.

### **7.2.16 Deadline for Submission**

The last date of submission of bids is given in Section 13, unless amended by MPCB through its website.

### **7.2.17 Extension of Deadline for submission of Bids**

MPCB may, at its discretion, extend this deadline for submission of Bids by amending the tender document 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.

### **7.2.18 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 Tender Document without the bidder having the right to object to such re-issue.

### **7.2.19 Tender Document Abandonment**

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

### **7.2.20 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 II** will be evaluated for those Bidders who qualify the Eligibility Criteria and Technical Criteria in Stage 1.

### **7.2.21 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 Tender Document, 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 Technical bid will be opened
- b. Stage 2 – In stage 2 only Commercial bid will be opened

### **8.2 Stage 1 - Opening of Technical Bid**

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 eligibility and technical criteria will qualify for commercial evaluation.

### **8.3 Stage 2 - Opening of Commercial 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. `1`

## **9. BID EVALUATION**

### **9.1 Preliminary Examination of bids**

The Bid evaluation shall be undertaken by the Evaluation Committee. The bids received on e-Procurement portal as on bid closing date & time, shall be opened for evaluation. The bids shall be verified prima-fascia with the tender conditions and if required by the Department, the bidder shall arrange for Technical presentations/demonstration of software to the Committee.

The evaluation process would consider whether the bidder has requisite prior experience and expertise to address MPCB's requirements and objectives. MPCB will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the next level of evaluation. Only those bids which comply to the eligibility criteria will be taken up for further technical evaluation.

MPCB may waive any minor informality, non-conformity or irregularity in the bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

To assist in the examination, evaluation and comparison of bids MPCB may, at its discretion, ask any or all the bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

Written replies submitted in response to the clarifications sought by MPCB, if any, will be reviewed.

MPCB may interact with the customer references submitted by bidder, if required.

If a bid is not substantially responsive, it will be rejected by MPCB and may not subsequently be made responsive by the bidder by correction of the nonconformity. MPCB's determination of bid responsiveness will be based on the content of the bid itself and will be considered as final and binding on the bidder.

## **9.2 Evaluation of Technical Bids**

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

- a) Compliance to scope of work (requirements) as specified in the 'Tender Document'.
- 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, who were the part of LIMS implementation project at bidder clients.

### **Technical Bid Evaluation Criteria**

**E-Tender Document For Procurement of Software "Laboratory Information Management System" (LIMS)**

Sr	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
<b>1</b>	<b>Financial Capability</b>		<b>10</b>	
a	Average Turnover (AT) of the organisation for past 3 financial years ending 31st March 2018			Certificate from CA
	AT < Rs. 03.00 crores but ≥ 01.00 Crores	2		
	AT < Rs. 5.00 crores but ≥ 03.00 Crores	3		
	AT ≥ Rs. 5.00 crores	5		
b	Net-worth of the organisation as on 31st March 2018			Certificate from CA
	Net worth < Rs. 4.00 crores but > 2.00 Crores	2		
	Net worth < Rs. 5.00 crores but ≥ 4.00 Crores	3		
	Net worth ≥ Rs. 5.00 crores	5		
<b>2</b>	<b>Organisation's Capability</b>		<b>45</b>	
<b>A</b>	<b>Organisation Certifications</b>	<b>15</b>		
i	ISO 27001 or CFR 21 certification	5		Certificates valid on date of bidding
ii	ISO 9001:2015 certification	5		
iii	SEI CMM Level 3 or better Certification	5		
<b>B</b>	<b>Certified Professionals with the organisation</b>	<b>20</b>		Proof of Certifications with their No., validity, And proof of employment with the Bidder for minimum 6 months as on December 2018
i	Microsoft Certified Solution Developer (MCSD) or Linux Certified (RedHat)	4		
ii	Certified resource for Project Management	4		
iii	Minimum 2-3 Business Analyst	4		
iv	Certified developer/ DBA certificates for Java / Php / C++ / DotNet / SQL (Minimum 10 resources having above certification of above any two criteria)	4		
v	Certified resource for software testing	4		
<b>C</b>	Minimum manpower of 25 members			Self Declaration by the bidder with adequate proof of employees on their payroll
	AT < 35 but ≥ 25	2		
	AT < 50 but ≥ 35	3		
	AT ≥ 50	5		
<b>D</b>	Number of Places in Maharashtra (other than Mumbai) where Bidder has office	5		Self Attested List of offices with Address, Telephone Number and Contact Person
	Places = 2	2		
	Places < 5 but > 2	3		
	Places ≥ 5	5		
<b>3</b>	<b>Past Performance (All periods are for 3 years ending as on date of bidding)</b>		<b>30</b>	
A	Orders for software development and maintenance of application of similar nature (i.e. Laboratory related application)		10	Copies of the orders executed in the designated period with completion certificate from customer and URL.
	Orders ≥ 3			
	Orders < 3 but ≥ 2	5		
B	Single order of value > Rs.50 lacs executed in THREE years ending December 2018 for software development		10	Copies of the orders executed in the designated period with completion certificate from customer
	Orders ≥ 3			
	Orders < 3 but ≥ 2	5		
C	Completed Orders of Software Development for State and/or Central Pollution Control Boards		5	Copies of the orders executed in the designated period with completion certificate from customer
	Orders ≥ 3			
	Orders < 3 but > 1	3		
<b>4</b>	<b>Presentation on execution methodology</b>		<b>15</b>	<b>Presentation by the proposed Project Manager</b>
	<b>TOTAL MARKS</b>		<b>100</b>	

**Maximum Marks for Technical Presentation:**

Sr No	Evaluation Parameters	Max Marks
1	Understanding of MPCB Organisation and Scope of Work	5
2	Software Modules development process and integration Strategy and timeframe	5
3	Execution methodology, Workflow & time schedule of all the activities	5
	<b>Total Marks for Presentation</b>	<b>15</b>



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 70, then that bidder's bid would be deemed non-responsive for further evaluation and would not be considered further in the bidding process.

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

### **9.3 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.

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 scoring.

### **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 Tender Document.

### **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**

The Successful bidder should submit PBG for an amount of 10% of the Project Value in the name of "Maharashtra Pollution Control" within 1 week from issue of Work Order. The PBG should be valid for beyond 30 days post warranty Period. This Performance Bank Guarantee (PBG) is to be given for 5 years from date of installation.

The service provider will submit Performance Bank Guarantee as per MPCB format attached vide Annexure -N 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.

Contract Agreement: After submission of PBG, the successful bidder should enter into Contract Agreement with MPCB.

#### **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, insurance, service taxes 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.

#### **10.5 Implementation Schedule:**

As mentioned earlier in this Tender Document, the service provider will complete the implementation processes for LIMS within 4 months of receipt of LoA or Work Order. Following are the major milestones during the period

1. Software Requirement Specification
2. System Design Document
3. Test plan finalization and approval by MPCB.
4. Information Security Document
5. Requirement Traceability matrix (Audit)
6. Test Results acceptance.
7. Test Specifications, Plan & Test Results
8. User Acceptance of User Interface design of application.
9. End User Manuals.

The service provider will work closely with the committee constituted by MPCB and Project Co-coordinator (MPCB Official).

#### **10.6 Penalty for Default in Delivery**

1. Delay in development & installation of Solution - Rs. 5,000/- For every 1 week delay
2. Delay in resolution of any call logged/complaint received during the Warranty period:  
Rs. 1000/- for every day delay beyond the permissible resolution time  
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**

- i) Advance of 25% of the software cost along with the acceptance of work order and submission of performance bank guarantee.
- ii) 50% of the software cost at the time of installation and commissioning of the software having all the modules and completion of hands on onsite training field and laboratory users at each laboratory.

- iii) Balance 25 % on final acceptance by MPCB and submission of satisfactory performance report by all the user Laboratories and
- iv) Any applicable penalties levied after release of 100% payment to Solution Provider, then all such penalties shall be deducted from Performance Bank Guarantee Submitted by the Bidder.
- v) 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

**Note:** All the Delivery Challans & Installation Reports to be Counter signed by the respective Competent Authority in MPCB.

### **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 LoA and acceptance of the same by MPCB and till warranty period. 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 O** 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 Tender Document, the service provider or MPCB shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. 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. MPCB address 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)

\_\_\_\_\_  
\_\_\_\_\_

## 11. DOCUMENTS & FORMS TO BE PUT IN ENVELOPE – "I"

### Annexure A - Bidder's Letter for EMD / Bid Security

**To**

The Member Secretary  
Maharashtra Pollution Control Board,  
3rd Floor, Kalpataru Point, 2nd, 3rd and 4th floor,  
Opp. PVR Cinema,  
Sion Circle, Mumbai-400 022

**Subject: Tender document No. MPCB/EIC/ e-Tender - \_\_\_\_\_ for "Selection of Service Provider to provide software 'Laboratory Information Management System' (LIMS) at MPCB Laboratories"**

We have paid EMD online No. \_\_\_\_\_ issued by the \_\_\_\_\_ branch of the \_\_\_\_\_ Bank, for the sum of Rs.2, 00,000/- (Rupees Two Lakhs only). This EMD is as required by clause 7.2.4 of the Instructions to bidders, of the above referred Tender Document.

Thanking you,

Yours faithfully,

(Signature of the Authorized representative)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Annexure B – Tender Document 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:** Tender Document No. MPCB/EIC/ e-Tender for "Selection of Service Provider to provide software 'Laboratory Information Management System' (LIMS) at MPCB Laboratories."

We have examined the above referred Tender document. As per the terms and conditions specified in the Tender 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 tender document.

<b>Addendum No. / Corrigendum No.</b>	<b>Dated</b>

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 tender document 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 90 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 Tender document. We understand that MPCB may reject any or all of the offers without assigning any reason whatsoever.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address

**Annexure C - Bidder's Information**

<b>Sr. No.</b>	<b>Description</b>	<b>Supporting Documents with.</b>	<b>Page No.</b>
<b>1</b>	Name of the Company/ Firm		
<b>2</b>	Date of Incorporation (Registration Number & Registering Authority) VAT No., CST No., PAN No.		
<b>3</b>	Legal Status of the Company in India & Nature of Business in India		
<b>4</b>	Address of the Registered Office in India		
<b>5</b>	Name & e-mail id, phone number, fax of the Contact Person	Phone: Fax: Email	
<b>6</b>	Web-Site		
<b>7</b>	Annual Financial Turnover in last 5 years (Rs.)	FY2017-18 FY2016-17 FY2015-16 FY 2014-15: FY 2013-14	
<b>8</b>	EMD details		
<b>9</b>	Proof of purchase of bid document		

Signature: \_\_\_\_\_.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_, Place \_\_\_\_\_

Seal: \_\_\_\_\_

**Annexure D – Declaration for Acceptance of Tender Document Terms and Conditions**

**To**

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

Sir,

**Subject:** Tender document No. MPCB/EIC/e-Tender for "Selection of Service Provider to provide software Laboratory Information Management System (LIMS) at MPCB Laboratories."

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

Yours faithfully,

(Signature of the Authorized 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,

**Subject:** Tender document No. MPCB/EIC /e-Tender - \_\_\_\_\_ for "Selection of Service Provider to provide software Laboratory Information Management System (LIMS) at MPCB Laboratories."

I have carefully gone through the Scope of Work contained in the above referred tender 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 Authorized 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 tender document 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, 2<sup>nd</sup> to 4<sup>th</sup> floor,  
Opp. PVR Cinema,  
Sion Circle, Sion, Mumbai-400 022

Sir,

Reg.: Our Bid in response to tender document No. MPCB/EIC /e-Tender for "Selection of Service Provider to provide software Laboratory Information Management System LIMS) at MPCB Laboratories."

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 \_\_\_\_\_ 2019.

Yours faithfully

For \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**Annexure H - Pre-Qualification Offer Letter**

**(On Bidder's Letter Head)**

To

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

**Subject:** Tender document No. MPCB/EIC e-Tender - \_\_\_\_\_ for "Selection of Service Provider to provide software Laboratory Information Management System (LIMS) at MPCB Laboratories."

We, the undersigned, having read and examined in detail all the tender documents do hereby propose to provide the services as specified in the tender document dated ---- ---- along with the following:

a. EARNEST MONEY DEPOSIT (EMD)

We have paid EMD online No. \_\_\_\_\_ issued by the \_\_\_\_\_ branch of the \_\_\_\_\_ Bank ,for the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). This EMD is liable to be forfeited in accordance with the provisions of the *Terms and Conditions* of the Contract.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a lowest bid you receive. Thanking you,

Yours faithfully,

(Signature of the Authorized Representative)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**Annexure I - 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:** Tender document No. MPCB/EIC e-Tender for "Selection of Service Provider to provide software Laboratory Information Management System at MPCB Laboratories."

I have carefully gone through the Terms and Conditions contained in the above referred tender document. 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 Authorized Representative)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure J – Technical Evaluation**

<b>Sr. No.</b>	<b>Technical Evaluation</b>	<b>Actionable</b>	<b>Bidder's Response</b>
1	Establishing Minimum Eligibility	Supporting Documentation	Yes/No
2	Establishing Financial Capability	CA Certificate / Audited balance sheets	Yes/No
3	Acceptance of Scope of Work (requirements) as specified in the Tender document along with schedule.	<ul style="list-style-type: none"> <li>•Proposal Document highlighting methodology and schedule</li> <li>•Acceptance of scope.</li> <li>•List of certified resources to be deployed with their experience</li> </ul>	Yes/No
4	Establishing Organization Capability	Supporting documentation	Yes/No
5	Establishing Past Experience	Supporting documentation	Yes/No
6	Presentations on the methodology, project schedule, skills, and services provided for software Laboratory Information Management System	Presentation will be scheduled and communicated to all Agencies.	Yes/No

**Bidders scoring equal to or more than 70% will qualify for Commercial Bid opening.**

### Annexure K - 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)	Description of work	Approximate cost of contract/ Project cost	Duration of Project (months)

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

Software solution Provider should submit any of the following:

- i. PO / Work order
- ii. Work completion certificates / Performance Certificate from client dept. duly signed by the authorized signatory from the Client end.
- iii. Work satisfactory certificate from the client dept.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_ Place \_\_\_\_\_

**Annexure L – Resources to be deployed**

Details of IT Manpower Available with Bidder

<b>Employee Name</b>	<b>Designation</b>	<b>Skills &amp; Professional Certification, if any</b>	<b>Proposed Area of expertise</b>	<b>Previous Exp.</b>	<b>Experience With S/w Solution Provider</b>

Note: The Solution Provider should submit Self-Certification by the authorized signatory

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_ Place \_\_\_\_\_

### **Annexure M – Understanding of the Project**

A Brief technical proposal by the bidder on Project Scope, Understanding of the project, technologies proposed covering the following and other issues related to project:

- I. Understanding of the scope of work as specified in the tender document.
- II. Project execution plan.
- III. Features of the S/w Solution / Application proposed as per Scope of Work.
- IV. Technology Proposed for development of S/w Solution.
- V. Data Security Methodology, Plan and delivery of source code and executable.
- VI. Data back up and high availability of application.
- VII. Issues and Risks in the implementation of the Project.
- VIII. **Hardware- Server**, System software, network bandwidth and other tools required to implement the proposed S/w solution.
- IX. Non Functional Requirements.
- X. Exit Management Plan.
- XI. Data / application backup and high availability of application.

**Note:** Bidders should enclose the relevant supporting documents with page numbers

**Date Signature of Bidder & Stamp.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_ Place \_\_\_\_\_

## 12. DOCUMENTS AND FORMS TO BE PUT 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:** Tender document No. MPCB/EIC /e-Tender - 1/2019 dated 16th July 2019 for "Selection of Service Provider to provide software Laboratory Information Management System (LIMS) at MPCB Laboratories."

Having examined the Documents placed along with the above referred tender document, we, the undersigned, offer to provide the required services in conformity with the said tender 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 tender document 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 tender document. 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**

<b>Sr.No</b>	<b>Particular</b>	<b>Unit Price without taxes (Rs.)</b>	<b>Total price without taxes (Rs.)</b>	<b>Taxes Applicable (Rs.)</b>
1	Design, Development of LIMS			
2	Deployment of LIMS at locations (1+7)			
3	Training to the Scientists of all laboratories and Field Officers of Regional & Sub Regional Offices in the jurisdiction of each laboratory(1+7)			
4	Annual maintenance contract (AMC ) of S/w			
	Year 1			
	Year 2			
	Year 3			
	Year 4			
	Year 5			
5	Others (if any)			
	Grand Total			

**Note:** The successful bidder shall be evaluated on the Total Price mentioned in Annexure C2 only

Amount in words: Rs. \_\_\_\_\_

Signature:

Name of authorized signatory:

(On behalf of)

Seal of the Company

Date:

**Annexure C3 – Up gradation Price Bid Format**

<b>Sr.No.</b>	<b>Particular</b>	<b>Unit Price without taxes</b>	<b>Total Price without taxes</b>	<b>Taxes Applicable</b>
<b>1</b>	Functional Up gradation / Addition of Modules (Cost per Module)			

**Note: This AMC charges will not be considered for overall L1 cost**

Signature:

Name of authorized signatory:

(On behalf of)

Seal of the Company

Date:

**Annexure N – 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 O - 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 whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. 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



**13. GUIDELINES AND PROCEDURES FOR E- TENDERING****NOTICE DETAILS**

Sr. No.	Description	Information
1	Tender Reference no.	MPCB/e-Tender No-                      Date :06/07/2019
2	Name of Project	<b>Procurement of " Laboratory Information Management System" (LIMS) For MPCB Laboratories</b>
3	Cost of blank tender document & Mode of Payment	<b>Rs. 5,000/- (Rupees 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.</b>
4	EMD Amount & Mode of Payment	<b>Rs.2,00,000/- (Rupees Two Lakhs Only) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.</b>
5	Date ,Time and Place of Pre Bid Meeting	29 <sup>th</sup> July 2019 15:00 Hrs at MPCB Conference Hall, Kalpataru Point, 4 <sup>th</sup> Floor, Sion Matunga Scheme Road No.8,Opp PVR cinema. Sion Circle. Sion (E), <b>Mumbai-400 022</b>
6	Last date and time of receiving queries from prospective bidders to be addressed in Pre-bid Conference	26 <sup>st</sup> July 2019 17:00 Hrs
7	Tender document Related Queries	<b>AST, MPCB Sion Mumbai</b> Email:eic@mpcb.gov.in
8	Venue of online opening of tender	MPCB Conference Hall, Kalpataru Point, 4 <sup>th</sup> Floor, Sion Matunga Scheme Road No.8, Opp PVR cinema. Sion Circle. Sion (East), <b>Mumbai - 400 022</b>
9	Address for Communication	Member Secretary MPC Board, Kalpataru Point, 4 <sup>th</sup> Floor, Sion Matunga Scheme Road No.8, Opp PVR cinema. Sion Circle. Sion (East), <b>Mumbai - 400 022</b>
10	Contact Telephone, & email address.	Tel. No. - 022- 24087295 Email - eic@mpcb.gov.in
11	e-Tendering Helpline Support: Monday-Friday: 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM	<b><u>Telephone:</u></b> <b>020 - 3018 7500</b> <b><u>Email: <a href="mailto:support.gom@nextenders.com">support.gom@nextenders.com</a></u></b>

### 3.1 e-TENDER TIME SCHEDULE

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

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time
1	<i>Release of Tender</i>	<i>Department</i>	16-07-2019	11.00	16-07-2019	17.00
2	Tender Download	Bidders	16-07-2019	10.00	26-07-2019	17.00
3	Bid Preparation		16-07-2019	10.00	03-08-2019	17.00
4	<i>Superhash Generation &amp; Bid Lock</i>	<i>Department</i>	05-08-2019	11.00	05-08-2019	13.00
5	Control Transfer of Bid	Bidders	05-08-2019	13.01	06-08-2019	17.00
6	<i>Envelope Opening</i> 1	<i>Department</i>	07-08-2019	15.00	07-08-2019	17.00
7	<i>Envelope 2 Opening</i>		13-08-2019	11.00	13-08-2019	13.00

- 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.

## 13.2 INSTRUCTIONS TO BIDDERS

### **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 **Rs. 1054/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) 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](mailto: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 in order for bidders to successfully complete Online Bidding Process.**

### **13.3. TENDER DOCUMENT PURCHASE AND DOWNLOAD:**

a. 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 **Organizations of Government of Maharashtra** 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.**

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

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

d. Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

e. The Tender form will be available online only. Tender forms will not be sold / issued manually from Maharashtra Pollution Control Board (MPCB) office.

f. The bidders are required to download the tender document within the prescribed 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.

### **13.4 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.

### **13.5 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.

### 13.6 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.

**The list of documents for Technical Envelope is as follows:**

Sr.No.	List Of Documents	Compulsory /Additional
1	Annexure - A	Compulsory
2	Annexure - B	Compulsory
3	Annexure – C	Compulsory
4	Annexure – D	Compulsory
5	Annexure - E	Compulsory
6	Annexure – F	Compulsory
7	Annexure - G	Compulsory
8	Annexure - H	Compulsory
9	Annexure – I	Compulsory
10	Annexure – J	Compulsory
11	Annexure - K	Compulsory
12	Annexure - L	Compulsory
13	Annexure – M	Compulsory
14	Annexure – N	Compulsory
15	Proof of Purchase of RFP	Compulsory
16	Any other relevant documents that are relevant to the bids and required by MPCB should be mentioned here	

### 13.7 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*

### 13.8 Online Bid Submissions

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.*

### 13.9 INSTRUCTIONS TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION

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

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.

Hence, it is strongly recommended to bidders to initiate this payment well in advance prior to expiry of Bid Preparation stage in order to avoid elimination from Online Bidding Process on grounds of failure to make this payment.

During the activity of Bid Preparation, bidders are required to upload all the documents of the technical bid by scanning the documents and uploading those in the PDF format. This apart, bidders will have to quote commercial offer for the work / item, for which bids are invited, in an online form made available to them in Commercial Envelope. This activity of Bid Preparation should be completed within the pre-scribed schedule given for bid preparation.

After Bid Preparation, the bidders are required to complete Bid Submission activity within pre-scribed schedule without which the tender will not be submitted.

Interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. 1054/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of commencing Online Bid Submission stage of the tender schedule.

Non-payment of processing fees will result in non-submission of the tender and Department will not be responsible if the tenderer is not able to submit their offer due to non- payment of processing fees to the e-tendering agency.

Detailed list of different modes of online payment to e-tendering service provider (E- Payment Options) has been provided under E-Tendering Toolkit for Bidders section of <https://maharashtra.etenders.in> .

The date and time for online preparation followed by submission of envelopes shall strictly apply in all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

Any amendment to the tender will be placed on sub portal of the Department, who has invited the bids, on e-tendering portal of the Govt. of Maharashtra. The tenderer will not be communicated separately regarding the amendment.

### **13.10 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 authorized 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.

### **13.11 TECHNICAL ENVELOPE (T1):**

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

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 tenderers.

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.

**13.12 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.

**PRICE SCHEDULE**

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.

**13.13 Final List of Commercial Documents to be uploaded Online:**

The following documents related to commercial envelope should be uploaded by the bidders in the form of PDF Files in the same order as mentioned below, on the e-Tendering website during **Online Bid Preparation** stage.

Sr. No.	List of Documents	Compulsory (C) / Additional (A)
1	Annexure – C1	C
2	Annexure – C2	C
3	Annexure – C3	C
4	Any other relevant documents that are relevant to the bids and	A

- Note: 1. All above documents should be uploaded in PDF format*  
 2. 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.