



Maharashtra Pollution Control Board

महाराष्ट्र प्रदूषण नियंत्रण मंडळ

REQUEST FOR PROPOSAL (RFP)

Selection of Vendor for Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation

Tender Ref. No. – 240627-FTS-0081

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Monitoring Emission and Effluent Data Dissemination & Report Generation

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Disclaimer

1. This RFP document is neither an agreement nor an offer or invitation by Maharashtra Pollution Control Board (MPCB) to the prospective Bidders or any other person. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of MPCB or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. MPCB does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for MPCB to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by MPCB in relation to the scope. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MPCB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. MPCB, its employees, Project Consultants and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding Process.
5. MPCB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
6. MPCB will not have any liability to any prospective Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, 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 assignment. MPCB will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.

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7. MPCB will not be responsible for any delay in receiving the proposals. MPCB also reserves the right to withhold or withdraw or annul the process at any stage without assigning any reason prior to bid submission date and time.
8. MPCB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issuance of this RFP does not imply that MPCB is bound to select a Bidder or to appoint the Selected Bidder or Contractor, as the case may be, for the Project and MPCB reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever with intimation to all who submitted the bids against this RFP.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MPCB, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and MPCB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
10. Nothing in this RFP shall constitute the basis of a contract which may be concluded in relation to the Project, nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.
11. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of MPCB or to any other person in a position to influence the decision of MPCB for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as MPCB may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
12. This RFP including the selection process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
13. Each Bidder's procurement of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes documents(s) or earlier information, if any, in relation to the subject matter hereto.
14. MPCB reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP /amended RFP will be made available on the website <https://www.mahatenders.gov.in/nicgep/app> and will be part of bid document.

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15. The MPCB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Retain any information and/or evidence submitted to the MPCB by, on behalf of and/or in relation to any Bidder; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

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Notice Inviting Tenders



Maharashtra Pollution Control Board

महाराष्ट्र प्रदूषण नियंत्रण मंडळ

Member Secretary

MPC Board, Kalpataru Point, 4th Floor, Sion Matunga

Scheme Road No.8, Opp. Sion Circle. Sion (East), Mumbai - 400 022

Telephones: 022- 240 87 295, 022- 240 10437 Fax: 022- 240 87 295

E-mail : eic@mpcb.gov.in

Invitation of e-bids

For

Selection of Agency / Vendor for Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation (OCEMS)

e-Tender Ref. No.	: 240627-FTS-0081
Release of Tender	: 28/06/2024
Prebid meeting	: 08/07/2024 at 15:00 Hrs.
Last Date and Time for submission of e-Bids	: 15.07.2024 at 06:00 P.M.
Date and time of opening of Technical e-Bid	: 16.07.2024 at 03:30 P.M.
Place of prebid meeting, opening of e-Bids and Address for Communication	: Maharashtra Pollution Control Board, MPCB Conference Hall MPC Board, Kalpataru Point, 4th Floor, Sion Matunga Scheme Road No.8, Opp. Sion Circle, Sion (East) Mumbai-400 022
Tender Processing Fee	: Rs. 6,000 (Non-Refundable) Incl. CGST & SGST to be paid through Online Payment Modes like Net Banking only.

It will be responsibility of the bidders to check Maharashtra Government e-procurement website <https://www.mahatenders.gov.in/nicgep/app> for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bids accordingly.

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Section 1. Instructions to Bidders

Instructions to Bidder for e-Tendering

A. Accessing/Purchasing of BID documents

- (a) It is mandatory for all the bidders to have Class-II/III Digital Signature Certificate (DSC) which will be compatible with e-procurement website <https://www.mahatenders.gov.in/nicgep/app> (with both DSC components, i.e. signing and encryption in the name of authorized signatory who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.Vendor.gov.in) to participate in e- tendering of MPCB.
- (b) It should be in corporate capacity (that is in Bidder capacity), or in case of Consortium, in the capacity of Prime Bidder/Member, as applicable). Please ensure the submission of document certifying the Class II/III DSC.
- (c) To participate in the Bidding, it is mandatory for the Bidder to register their firm / Consortium with e-tendering portal, to receive user ID and password which has to be obtained by submitting the applicable fee and necessary supporting documents. The validity of online registration is 1 (one) year. In this regard, the following may kindly be noted:
- (i) Registration should be valid, at least up to the date of submission of Proposal;
- (ii) Proposals can be submitted only during the validity of their registration;
- (iii) The amendments / clarifications to the RFP document, if any, will be hosted on the website <https://www.mahatenders.gov.in/nicgep/app> and will be part of bid document. No further advertisement will be issued by MPCB regarding any addendum or instructions to bidders. Bidders are advised to visit <https://www.mahatenders.gov.in/nicgep/app> and get themselves updated about any corrigendum or addendum to the bid document.
- (iv) If the firm / Consortium is already registered with e-tendering portal and validity of registration is not expired, then the firm / Consortium is not required a fresh registration.
- (d) The complete BID document can be viewed / downloaded from e-tender portal <https://www.mahatenders.gov.in/nicgep/app> from the date & time mentioned in the RFP. After downloading / getting the Bid document, the Bidder should go through them carefully and then submit the documents as required, otherwise their bid will be liable to be rejected.
- (e) To participate in the bidding process, Bidders (Prime Bidders in case of Consortium) have to pay through online mode (NEFT/RTGS) a **bid processing fee/tender fee of INR 6,000** (Indian Rupees Six Thousand only) including applicable GST towards processing fee for BID (non- refundable). EMD (Bid Security) is also to be furnished by the Bidder (Prime

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Bidder in case of Consortium) for the amount of **INR 1,00,000** (Indian Rupees One Lakh only) in the form of Online Transfer only.

B. Preparation & Submission of BIDs

The Bidder shall submit his Bid online following the instructions appearing on the screen of e-tender website. A Bidder Manual Kit as well as FAQs and Help for Bidders containing the detailed guidelines for e-procurement is available on e-procurement portal at <https://www.mahatenders.gov.in/nicgep/app> .The Bidders are requested to refer to the same for preparation and submission of bids.

- (a) The size of bid documents shall be as per the instructions given under Help for Contractors section at e-procurement portal <https://www.mahatenders.gov.in/nicgep/app>;
- (b) Bid must be submitted online only through e-procurement portal, using the digital signature of authorized representative of the Bidder on or before the submission date as given above in table under Notice to bidders .

C. Modification / Substitution / Withdrawal of BIDs

- (a) The Bidder may modify, substitute or withdraw its e- BID after submission prior the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time;
- (b) Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the MPCB, shall be disregarded;

D. Opening & Evaluation of BIDs

- (a) Opening of Bids will be done through online process;
- (b) Prior to evaluation of Bids, MPCB shall determine whether each Bid is responsive as per Instruction to Bidders as per e-tendering process.
- (c) The online payment facility for the submission of Bid Processing Fee, which is payable to e-tender service provider, has been enabled on e-tender Portal <https://www.mahatenders.gov.in/nicgep/app> .

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e-Tender Schedule.

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time (hrs.)
1	Release of E-tender	Department	28/06/2024	11:00	28/06/2024	18:00
2	E-tender Download	Bidders	28/06/2024	11:00	12/07/2024	18:00
3	Clarification for Pre-bid	Bidders	28/06/2024	11:00	05/07/2024	18:00
4	Pre-bid Meeting	Department	08/07/2024 at 15:00 Hrs.			
5	Bid Submission	Bidders	29/06/2024	17:00	15/07/2024	18:00
6	Envelope Opening Date (Technical Bid)	Department	16/07/2024	13:00	16/07/2024	18:00
7	Envelope Opening Date (Price Bid)	Department	To be announce later			

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E. General Provisions

Definitions:

- (a) "Affiliate/Associate" means, in relation to a Bidder, a person who controls or is controlled by such Bidder, or a person who is under the common control of the same person who controls such Bidder.
- (b) "Applicable Law" means all laws in force and effect in India, as on the date of the RFP, or which may be promulgated or brought into force and effect after the date of the RFP, including all regulations, rules and notifications made thereunder and all judgments, decrees, bye-laws, guidelines, injunctions, writs, orders, directives and notifications issued by any court or Authority, as may be in force and effect during the subsistence of the RFP and applicable to either Party, their obligations or this Contract, from time to time.
- (c) "Bidder" means sole Bidder or Consortium as allowed in the RFP that submits a Bid pursuant to this RFP.
- (d) "MS" means Member Secretary of the MPCB.
- (e) "Clause" means a clause of the RFP.
- (f) "MPCB" (Maharashtra Pollution Control Board) means the Tendering Authority that will sign the Contract for the Services with the selected Bidder.
- (g) "Vendor" means successful Bidder selected by the MPCB in accordance with this RFP to enter into the Contract to execute the Work.
- (h) "Companies Act" means the Indian Companies Act, 1956 or the Indian Companies Act, 2013 and amendment thereto, to the extent applicable.
- (i) "Contract" means the legally binding written agreement to be executed between the MPCB and the successful Bidder. A draft of the Contract is set out in Part III and includes all the documents listed in the draft Contract.
- (j) "Control" in relation to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term "Controls" and "Controlled" shall be construed accordingly.
- (k) "Eligibility Criteria" means, collectively, the financial eligibility criteria and the technical eligibility criteria specified in this bid and the other eligibility criteria specified in RFP, which a Bidder is required to satisfy to be qualified as an eligible Bidder for award of the Contract.
- (l) "EMD" shall have the meaning ascribed to it in this RFP.
- (m) "Financial Bid" means the financial bid of the Bidder comprising the documents set out in this RFP.
- (n) "GoM" means the Government of Maharashtra.

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- (o) "Key Expert" means an individual proposed by the Bidder to provide the Services or any part thereof (required of vendor under this RFP), who has the minimum qualification and experience as specified in RFP.
- (p) "Performance Security" shall have the meaning ascribed to it in this RFP.
- (q) "Person" means any company, corporation, partnership firm, limited liability partnership, Government Company or any other legal entity as allowed in this RFP.
- (r) "Manpower" means, collectively, Key Experts and any other personnel including all personnel proposed to be engaged by a Bidder, if selected as the successful Bidder, to provide the Solutions and Services.
- (s) "Bid" means the submissions made by a Bidder pursuant to the RFP, which will include the Qualification Documents, Technical Bid and the Financial Bid.
- (t) "Bid Due Date" means the last date for submission of the Bids, as specified in the RFP.
- (u) "Qualification /Eligibility Documents" means the documents submitted by the Bidder to demonstrate its eligibility in accordance with RFP.
- (v) "RFP" means this, Request for Proposal dated along with its schedules, annexures and appendices and includes any subsequent amendment issued by the MPCB.
- (w) "Services" means the work to be performed by the Bidder pursuant to the Contract, as described in greater detail in RFP document.
- (x) "Technical Bid" means the technical bid of the Bidder comprising the documents set out in RFP.

1. Introduction

- 1.1 Maharashtra Pollution Control Board (MPCB) is an organization under the Department of Environment, Government of Maharashtra. The Board is responsible for ensuring that all norms under the Pollution Control Act as stated by the Ministry are adhered to by all relevant establishments in Maharashtra, which can, through their operations or processes, influence the natural environmental conditions.

The Board has deployed Integrated Management Information System (IMIS) – an integrated e-governance application for automation of their various processes and workflows, such as consent management, cess management, waste management, etc. IMIS is also integrated with a Laboratory Management Information System (LIMS).

The OCEMS is rolled out to various offices of the Board and the same is accessed through IT infrastructure deployed at these offices.

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1.2 Current Infrastructure

MPCB has already rolled out OCEMS Software at all their locations through deployment of IT infrastructure. The core infrastructure consists of Data Centre at HO, housing various servers, storage, and WAN connectivity equipment. Each of the offices are networked for LAN connectivity and are connected to the HO through SD-WAN connectivity.

The current infrastructure supports hosting of OCEMS at On-premise Data Center at MPCB HO with DR which is implemented in Azure cloud. Both DC and Cloud DR are owned, managed and maintained by MPCB, and is NOT in the scope under this project, however all assistance with regards to hosting, security audit etc. shall be sole responsibility of the vendor.

The current OCEMS application is hosted in the current DC and has been deployed in production for the last 6 years February 2018.

- 1.3 The main objective to publish this RFP document is to select “suitable Vendor for providing Onsite support to Board’s OCEMS software”. The new vendor has to understand the existing software and infrastructure and deploy its resource, for providing support to Board’s OCEMS software mentioned in Scope of Work, Board requires some necessary new development in the existing OCEMS software as describe in Scope of Work.
- 1.4 **Contract Period** - The Service Provider will be contracted for a period of **THREE (3) years** from the date of issue of LoA or signing the contract whichever is later. However, the Board can terminate the contract on account of Service Provider’s poor performance or non-delivery of the services as per the Scope of Work or based on other conditions as specified in the RFP.
- 1.5 Maharashtra Pollution Control Board (MPCB), intends to select a vendor, in accordance with the method of selection specified in the data sheet. Bidders are advised that the selection of vendor shall be on the basis of an evaluation by MPCB through the selection process specified in this RFP (the “Selection Process”). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that MPCB’s decisions are without any right of appeal whatsoever. The Bidders shall submit the Bid in the form and manner specified in this RFP. The Bid shall be submitted as per the forms given in relevant sections herewith. Upon selection, the successful Bidder shall be required to enter into a contract with the MPCB in the form specified in this RFP. **The method of selection is Single-Stage Selection, two envelope/folder system, Least Cost Based Selection (LCBS) of Technically Qualified Bidders, scoring minimum marks as defined in the RFP.**
- 1.6 The Bidders are invited to submit Technical and Financial Bids (collectively called as “the Bid”), as specified in the RFP, for the services required for the Project. The Bidder should take into account any corrigendum published on the tender document before submitting their bids. The Bid will form the basis for contract signing with the selected Bidder. The selected Bidder as vendor shall carry out the Project in accordance with the Scope of Work as described in section 3 of this RFP. The Contract (section 4), which will be signed between the MPCB and the successful Bidder is for a period of 3 Years, which may be extended at least for a period of one year in first instance and

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further for such period as decided by MPCB, with mutual consent of vendor on same terms and conditions. The Board and the vendor will make necessary amendments in the resultant Agreement, and vendor will be required to extend its PBG for the extended period.

- 1.7 The MPCB has adopted a single-stage bid process for selection of the successful Bidder. Bidders who are eligible in accordance with clauses of the RFP are invited to submit their Bids for providing the required Services, which will consist of two parts: (a) Technical Bid; and (b) Financial Bid, each in the formats specified in RFP.

1.8 **Brief Description of the Selection Process**

The MPCB has adopted a two part selection process for evaluating the Bids. The Bids shall comprise two parts namely Technical and Financial Bids:

- (a) The Bidders who meet the eligibility criteria as mentioned in RFP, will be evaluated further for technical criteria. Only those Bidders who score at least the minimum technical score, as specified in the RFP, will be eligible for evaluation of their Financial Bids.
- (b) **In the second and final stage, the Financial Bids of the eligible Bidders whose Technical Bids have met the eligibility conditions will be opened and evaluated on the basis of Least Cost Based Selection (LCBS). The Bidder quoting lowest price shall be ranked as L-1 and called as first ranked bidder and accordingly other bidders shall be ranked.**
- (c) The first ranked Bidder may be issued the Letter of Intent (LoI). Following receipt of the LoI, the Bidder shall furnish the Letter of Acceptance (LoA) and Performance Security in accordance with RFP, fulfil any other conditions specified in the LoI and execute the Contract with the MPCB within the specified timelines and post submission of Performance Security, contract may be executed with the first ranked Bidder.
- (d) In case selected Bidder backs out/withdraws from the tendering process post opening of Financial Bids or issuance of Letter of Intent whichever may be the case, MPCB reserves the right to take appropriate action as deemed necessary including debarring of that bidder from further participation in the bid published by MPCB for specified years as decided by MPCB, forfeiture of EMD etc. In such case MPCB may invite eligible second rank bidder to match the L1 price quoted by the first ranked bidder. If L2 bidder agrees to the contract at L1 bidder quoted price, MPCB may issue LoI and the same process shall be followed as described above. MPCB reserves right to altogether annul this RFP as its own discretion anytime during the process.

1.9 **Pre-bid meeting**

The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Bids. Bidders may attend the pre-bid meeting, which shall be held on the date, time, venue and online as specified in RFP, during which the Bidders shall be free to seek clarifications and make suggestions to the MPCB on the Scope of the Work or otherwise in connection with the RFP. Attending any such pre-bid meeting is optional and is at the prospective bidders' discretion and expense.

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Bidder shall submit all pre-bid queries only on email Id on or before date and time as mentioned in RFP. The pre-bid queries shall be in 'excel file' along with the 'PDF file', in below mentioned format with the file name of 'Prospective Bidder'.

S. No.	Section	Clause No.	Page No.	Original Content in the RFP	Clarification Sought/ Suggestion Provided	Justification

1.10 The statements and explanations contained in the RFP are intended to provide the Bidders with an understanding of the scope of the work required. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Bidder, as set out in the Contract; or (ii) the MPCB's right to alter, amend, change, supplement or clarify the rights and obligations of the Bidder or the scope of the work or the terms of the Contract.

Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give effect to this intent. The MPCB will not entertain any claims on account of such omissions, conflicts or contradictions.

1.11 The MPCB will endeavor at its sole discretion to provide to the Bidders, in a timely manner and at no additional cost, information and responses to queries required for the preparation of the Bids as specified in the RFP. However, for avoidance of doubt, it is hereby clarified that the aforesaid information provided under the RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Bidders towards preparation of their Bids. The Bidders are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such information furnished or to be provided later by the MPCB and/ or any of its consultants.

1.12 Timeline of Bidding Process

The key dates for bidding process shall be as per NIT.

1.13 It shall be assumed that Bidders have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Bids.

1.14 MPCB requires that the Vendor provides professional, objective, and impartial advice and at all times holds MPCB's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Vendor shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of MPCB and the Project.

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2 Conflict of Interest

- 2.1 The Bidder has an obligation to disclose to the MPCB any situation of actual or potential conflict that impacts its capacity to serve the best interest of its MPCB. Any failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract. In the event of disqualification, MPCB shall forfeit and appropriate the EMD or Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to MPCB for, inter alia, the time, cost and effort of MPCB including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to MPCB hereunder or otherwise.
- 2.2 The Bidder (sole or all members of the consortium) is required to follow the highest level of work ethics, if Bidder has a Conflict of Interest or indulge in "Prohibited Practices"; the Bidder is liable to be disqualified. Further, in the event any Bidder has been barred by the Central Government of India, any State Government of India, a statutory authority or a public sector undertaking of India, as the case may be, from participating in any project or bid, and the bar subsists as on the date of the Bid Due Date, it would not be eligible to submit a Bid or participate as member of consortium in the Bid.
- 2.3 A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- i. The Bidder, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in in section 2 point (72) of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or

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- ii. A constituent of such Bidder is also a constituent of another Bidder; or
- iii. Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- iv. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
- vi. The Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its System Integrator(s) or sub-System Integrator(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its System Integrator(s) or sub-System Integrator(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its System Integrator(s) or sub- System Integrator(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in in section 2 point (72) of the Companies Act, 2013.. For the purposes of this sub- clause 2.6.vi, indirect shareholding shall be computed in accordance with the provisions of sub-clause 2.6.(i) above;
- vii. For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- viii. There is clear and certain possibility that the services to be executed / delivered by the bidder as part of the scope of work would lead to outcomes wherein the bidder can have vested business interests / benefits
- ix. Without limiting the generality of the foregoing, a Bidder shall be deemed to have a conflict of interest and shall not be eligible under the circumstances set forth below in parts a and b:
 - (a) Conflicting activities - Conflict between consulting activities and procurement of goods, works or non-consulting services: A Bidder that has been engaged by the MPCB to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those

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goods, works, or non-consulting services. Conversely, a Bidder hired by the MPCB to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

- (b) Conflicting relationships - Relationship with the MPCB's staff: a Bidder (including its Directors, Stakeholders or Management) that has a close business or family relationship with a professional staff of the MPCB who are directly or indirectly involved in any part of (i) the preparation of the RFP for the assignment, or (ii) the Technical Specifications of the goods, works or services may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the MPCB throughout the selection process and the execution of the Contract, including but not limited to submission of proper disclosure by the Bidder to the MPCB.

3 Corrupt and Fraudulent Practices

- 3.1 The Bidder (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFP, the MPCB shall reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in RFP. The MPCB will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- 3.2 To this end, the Bidder shall permit and shall cause its suppliers, contractors and sub-contractors to permit the MPCB to inspect their accounts, records, and other documents relating to the submission of the Bid and Contract performance and to have them audited by auditors appointed by the MPCB, if the MPCB desires so.
- 3.3 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the MPCB shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, the MPCB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the MPCB for, inter alia, time, cost and effort of the MPCB, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- 3.4 Without prejudice to the rights of the MPCB under RFP hereinabove and the rights and remedies which the MPCB may have under the LOI or the Contract, if a Bidder is found by the MPCB to have

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directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOI or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the MPCB during a period of 3 (three) years from the date such Bidder is found by the MPCB to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3.5 For the purposes of this Clause 3, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the MPCB who is or has been associated in any manner, directly or indirectly with the selection process or the LOI or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the MPCB, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issuance of the LOI or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Contract, who at any time has been or is a legal, financial or technical consultant/adviser of the MPCB in relation to any matter concerning the Contract;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process; "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the MPCB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

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3.6 The Bidder shall comply to the below requirements:

- (i) The Bidder shall be responsible for ensuring that all quoted solutions are in-compliance with the RFP. In case of any deviations observed during evaluation or during the course of the Contract, the Bidder shall replace the solution at no additional cost to the MPCB.
- (ii) Compliance with Make in India and other provisions of Govt. of India:
The bidder should adhere to latest guidelines, policies, advisories, rules, orders etc. namely Make in India, Purchase from Land Border Countries Provisions, TEC guidelines for call center, Security Audit of applications and infrastructure of Govt. of Maharashtra and Govt. of India or their agencies.

4 Acknowledgement by Bidder

4.1 It shall be deemed that by submitting the Bid, the Bidder has:

- i. made a complete and careful examination of the RFP and any other information provided by the MPCB under this RFP;
- ii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the MPCB;
- iii. satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid, and performing the Services in accordance with the Contract and this RFP;
- iv. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP or ignorance of any matter shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the MPCB, or a ground for termination of the Contract;
- v. agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Contract;
- vi. acknowledged that the MPCB and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the MPCB and/ or its consultant;

5 Rights of the MPCB

6.1 The MPCB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the successful Bidder;

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- (ii) consult with any Bidder in order to receive clarification or further information;
- (iii) retain any information, documents and/or evidence submitted to the MPCB by and/or on behalf of any Bidder;
- (iv) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder, provided that any such verification or lack of such verification by the MPCB shall not relieve the Bidder of its obligations or liabilities, or affect any of the rights of the MPCB;
- (v) reject a Bid, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Bidder in question does not provide, within the time specified by the MPCB, the supplemental information sought by the MPCB for evaluation of the Bid;
- (vi) accept or reject a Bid, annul the bid process and reject all Bids, at any time prior to the issuance of the letter of award to the successful Bidder, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Bidder.

6.2 If the MPCB exercises its right under this RFP to reject a Bid and consequently, the first ranked Bidder gets disqualified or rejected, then the MPCB reserves the right to:

- (i) take any such measure as may be deemed fit in the sole discretion of the MPCB, including inviting fresh Bids from the qualified Bidders or annulling the entire bid process.

F. The Bidding Documents

1. Bidding Documents

1.1 The contents of the Bidding Documents are listed below and should be read in conjunction with any addenda issued in accordance with RFP:

- Disclaimer
- Notice Inviting Tenders
- Instructions to Bidders
- Introduction to Project
- Scope of Work
- Draft Contract
- Formats for submission

2. Clarification and Amendment of the RFP

2.1 The Bidder may request a clarification of any part of the Bid documents prior to the last date for submission of queries, as indicated in the RFP. Any queries or requests for additional information in relation to the bid documents should be submitted in writing by email. The queries submitted sent via email should be in excel sheet/ word document format only, along with name and details of the organization submitting the queries. The template for bid queries is provided in the RFP. The communication must clearly bear the following subject line – " Selection of Vendor for

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Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation. Queries or Request for Additional Information" and sent to the e-mail address as indicated in the RFP.

The MPCB shall make reasonable efforts at its sole discretion to respond to the queries or request for clarifications. The MPCB shall not be obligated to respond to any queries received post the last date of submission of queries. The MPCB's responses to Bidder queries (including an explanation of the query but without identifying its source) will be made available to all Bidders and shall be uploaded on the e-tender website. It shall be the Bidder's responsibility to check the e-tender website for the responses to the queries or requests for clarification. The MPCB may but shall not be obliged to communicate with the Bidders by e-mail, notice or other means it may deem fit about the issuance of clarifications. MPCB reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this bid document shall be taken to be or read as compelling or requiring the MPCB to respond to any query or to provide any clarification. Should the MPCB deem it necessary to amend the bid document as a result of a clarification, it shall do so following the procedure described below:

- (c) At any time prior to deadline of bid submission, the MPCB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the bid documents by issuing an amendment. The amendments shall be uploaded on the e-tender website and will be binding on the MPCB and the Bidders. The Bidders shall update themselves by visiting the website regularly and the MPCB bears no responsibility for any Bidder's failure to do.
 - (d) If the amendment is substantial, the MPCB may extend the Bid Due Date to give the Bidders reasonable time to take an amendment into account in their Bids.
 - (e) Verbal clarifications and information given by the MPCB or any other Person for or on its behalf shall not in any way or manner be binding on the MPCB.
- 2.2 When specified in the RFP, the MPCB will organize and Bidders are welcome to attend a pre-bid meeting at the time and place indicated in the RFP. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Scope of Work. Questions and answers will be transmitted in accordance with RFP. All/any written clarifications issued by the MPCB to the bidders shall form part of the bidding process and shall be binding on all the Bidders.
- 2.3 The Bidder may substitute, modify or withdraw its Bid at any time prior to the Bid Due Date. No Bid shall be substituted, withdrawn or modified after the time specified in the RFP on the bid submission date.

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G. Preparation of Bids

1. General Considerations

In preparing the Bid, the Bidder is expected to examine the RFP in detail. The Bidders should take into account any corrigendum published on the RFP document before submitting the bid. The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in RFP, the Bidder must inform the MPCB at the earliest to seek clarity on the interpretation of the RFP. Deficiencies in providing the information requested in the RFP may result in rejection of the Bid.

2. Cost of Preparation of Bid

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the MPCB shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The MPCB is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Bidder.

3. Language

The Bid, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the MPCB shall be written in the language(s) specified herein i.e. English. In case any supporting document or printed literature is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by an approved/ authorized/ licensed translator and signed by the Authorized signatory / one board of directors of the lead bidder/ consortium member, in which case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

4. Documents Comprising the Bid

The Bid shall consist of 2 parts: (a) the Technical Bid and (c) the Financial Bid. Each part will comprise the documents and forms listed in RFP.

5. Only One Bid

The Bidder shall submit only one Bid. If a Bidder submits or participates in more than one Bid, all such Bids shall be disqualified and rejected.

6. Bid Validity

- (f) Each Bid must remain valid for the period 180 (one hundred eighty) calendar days from the last date of submission of Bid ("Bid Validity Period").
- (g) During the Bid validity period, the Bidder shall maintain its original Bid without any change.

7. Extension of Validity Period

- (a) MPCB will make its best effort to complete the bid process and select the Bidder within the Bid's validity period specified in the RFP. However, should the need arise, the MPCB may ask

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- confirmation, in writing, all Bidders who submitted Bids prior to the Bid Due Date to extend the Bids' validity.
- (b) If the Bidder agrees to extend the validity of its Bid, it shall be done without any change in the original Bid.
 - (c) The Bidder has the right to refuse within seven (7) days to extend the validity of its Bid in which case such Bid will not be further evaluated, and the EMD of such Bidder will be returned in the manner set out in this RFP. Bidding process will continue with the remaining bidders who agree to extend the validity of its Bid.
 - (d) In the event a Bidder agrees to extend the validity of its Bid, the validity of the EMD submitted by such Bidder along with the Bid (where the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period.

8. Technical Bid Formats

- (a) Please refer to **Appendix 13** for uploading documents on e-tender portal as per packets mentioned therein.
- (b) The Technical Bid are un-priced Bids and shall not include any financial information. Technical Bid containing material related to financial information shall be declared non-responsive.
- (c) The Technical Bid submitted by a Bidder shall comprise the following:
 - (i) The Bid Submission Form in the form attached at **Appendix 1**;
 - (ii) Details of the Bidder in form set out at **Appendix 2**;
 - (iii) Proof of payment of bid processing fee;
 - (iv) The EMD/Bid Security;
 - (v) A Power of Attorney for Authorized Representative in the format set out in **Appendix 4** and as per Applicable Laws. Bidder shall also submit relevant documentary evidence indicating that authorizing signatory has the power to give other person the charge of authorized signatory to sign the bid;
 - (vi) Eligibility Checklist in the format set out in **Appendix 7**;
 - (vii) Self-certification that the Bidder and its sub-contractors are not blacklisted in the format set out in **Appendix 8**;
 - (viii) Financial qualification of the Bidder in the format set out in **Appendix 9** along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity;
 - (ix) Copy of GST registration in India and PAN Card;
 - (x) Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under its applicable laws;
 - (xi) In case, Sub-Contractors are proposed by the Bidder, details of Sub-Contractor shall be given along with a declaration by the Sub-Contractor that says that the Sub-Contractor will serve for the Bidder under the Contract;

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- (xii) Details of Key Experts to be deployed for the implementation, operation and management of the project. Format for CV is presented in **Appendix 13**. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm. CVs of Key Experts are required to be submitted as part of bid submissions but shall not be evaluated. At the time of submission of Bid, the scanned copies of the signature of key experts will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorized signatory shall be required in original. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFP. The personnel proposed should possess good working knowledge of English language. No key personnel involved should have attained the age of 60 years at the time of submitting the Bid. The MPCB reserves the right to ask for proof of age, qualification and experience at any stage of the Project;

Failure to comply with the above requirements and documents for all points i.e. a, b and c under this clause may make the Bid non-responsive.

9. Financial Bid

- 1.1 The Bidder shall quote for the entire scope of contract on an "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the services.
- 1.2 The Bidder shall quote in online BoQ in excel format as per Appendix 14 .
- 1.3 The prices offered shall be quoted, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the services at the project site but excluding applicable GST if the Contract is awarded. The Bidder should carry out its own independent assessment of all the applicable taxes, duties, levies and cess on the Services and the applicable GST. There shall be no escalation in the price quoted by the Bidder in its Financial Bid on account of the Bidder's failure to take into account any applicable taxes, duties, levies and cess at the time of submission of its Bid.
- 1.4 Unless otherwise specified in the RFP, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to increases on any account except however due to change in laws or taxation. Bids submitted that are subject to price adjustment will be rejected. Prices quoted by the Bidder shall be fixed and free from any ambiguity.
- 1.5 In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- 1.6 The cost indicated in the Financial Bid shall be deemed as Final and reflecting total cost of Bid and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil the obligations as per the RFP within the total quoted price shall be that of the Bidder.
- 1.7 Bidders shall provide the price of their services up to two decimal places only.

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- 1.8 In case any price variation happens on account of any increase/decrease of existing taxes or imposition of new taxes, then the revised claim shall be submitted with detailed workings duly certified by a CA Firm.
- 1.9 The Bidder shall submit its Financial Bid in Indian Rupees only.
- 1.10 Payments under the Contract shall be made in Indian Rupees only.

9. Earnest Money Deposit/Bid Security

- 2.1 **EMD can only be submitted in the form of online electronic transfer (NEFT/RTGS).**
- 2.2 the minimum validity date of the EMD should be for a period of 45 days beyond validity period of the Bid, including any extensions thereof. In the event of any extension in the Bid's validity, the EMD will also remain valid for such extended period.
- 2.3 Bids not accompanied by EMD shall be rejected as non- responsive.
- 2.4 The EMD submitted along with the Bid will remain valid for a period of 45 days beyond validity period of the Bid, including any extensions thereof.
- 2.5 No interest shall be payable by the MPCB for the sum deposited as EMD.
- 2.6 Unless forfeited in accordance with Clause 10 below, the EMD of the unsuccessful Bidders will be returned within 1 month of signing of the Contract with the successful Bidder. The EMD of the successful Bidder will be returned after the selected Bidder furnishing the Performance Security in accordance with Clause 14 and signing the contract.

10. Forfeiture of EMD

The EMD shall be forfeited and appropriated by the MPCB as mutually agreed genuine pre-estimated compensation and damages payable to the MPCB for the time, cost and effort of the MPCB, without prejudice to any other right or remedy that may be available to the MPCB under the RFP or in law under the following conditions:

- 3.1 If a Bidder withdraws or modifies its Bid during the Bid validity period or any extension agreed by the Bidder thereof.
- 3.2 If a Bidder is disqualified in accordance with Clause 2.
- 3.3 If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in RFP.
- 3.4 If a Bidder is declared the first ranking Bidder and it:
 - (i) withdraws its Bid during negotiations.;
 - (ii) fails to furnish the Performance Security in accordance with Clause 14 of the RFP;
 - (iii) fails to sign and return, as acknowledgement of the Letter of Intent;
 - (iv) fails to fulfil any other condition precedent to the execution of the Contract within the stipulated time, as specified in the letter of intent; or

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(v) fails to execute the Contract within the stipulated time

11. Bid documents and Processing Fees

11.1 All Bidders are required to pay the amount as indicated in the RFP towards the cost of bid documents processing fees as follows:

Bid documents processing fee of INR 6,000 (Indian Rupees Six Thousand Only) inclusive of applicable GST as a non-refundable bid processing fee shall be paid through NEFT/RTGS in favour of the **Maharashtra Pollution Control Board** in the account mentioned in **page 12**. The bid document processing fee is non-refundable. Bids unaccompanied with the aforesaid processing fee shall be liable to be rejected by the MPCB.

12. Submission, Sealing, and Marking of Bids

12.1 The Bidder shall submit a signed, stamped and complete Bid comprising the documents specified in RFP, no later than time and date as specified in the RFP.

12.2 The Bid and Bid Document shall be submitted online through <https://www.mahatenders.gov.in/nicgep/app> . The Processing Fee shall be paid online through NEFT/RTGS and the EMD/ Bid Security shall be paid online as specified in the RFP.

The <https://www.mahatenders.gov.in/nicgep/app> will not be responsible for any delays, loss or non- receipt of Bids. Bids submitted by fax, telegram or e- mail shall be rejected.

Each Bid must be typed or written in indelible ink and an authorized representative of the Bidder shall sign the Bid and initial all pages of the Bid. The authorization shall be by way of a written Power of Attorney executed in the format attached in the RFP or shall be by a Partner in case of a partnership firm and/or a Limited Liability Partnership. The name and position held by the person signing the Bid must be typed or printed below the signature. PoA for the authorized representative shall be executed as per Applicable Laws.

12.3 The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Bid.

12.4 The bidder shall comply with all requirements as per the terms and conditions of bid submission through <https://www.mahatenders.gov.in/nicgep/app> .The detailed procedure for submission of tenders online has been provided along with RFP.

13. Withdrawal, Substitution and Modification of Bids

13.1 The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by the MPCB prior to the deadline prescribed for bid submission.

13.2 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission

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Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security, if any, pursuant to RFP conditions.

14. Performance Security

- 14.1 Upon selection and issuance of LoI, the Bidder shall furnish to the MPCB, a Performance Security of the amount specified in RFP, before execution of the Contract to secure the due performance of the obligations of the Bidder under the Contract (the Performance Security). The Performance Security will be in the form of an unconditional, irrevocable and on-demand Bank Guarantee issued in favour of the MPCB in the format appended to the Contract. The Performance Security shall be valid for the period of 90 days after the completion of all contractual obligations by the vendor and shall be retained by MPCB until the completion of the assignment by the Bidder or any extension thereto and be released 90 (ninety) days after the completion of the assignment or all contractual obligations whichever is later. In case of extension of project beyond stipulated period of the contract, the performance security shall be modified equal to 5% of the value of the contract for the extended period only; the value of the contract shall be derived from quoted price multiplied by value of extension period of the contract.
- 14.2 The Performance Security shall be for an amount **equal to 5% (Five percent)** of the total value of the Contract.

15. Opening of Bids

- (a) The MPCB shall open only those Bids that are submitted on or before the specified time on the Bid Submission Due Date.
- (b) The MPCB shall open all bids, in the presence of Bidder's representatives who choose to attend bid opening.
- (c) Bids and modifications that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- (d) MPCB shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order in terms of Clause 17. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be disqualified by MPCB and shall not be included for further consideration.

16. Confidentiality

- (a) All information (whether in written, oral, electronic or other Format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each department and its affiliates which is disclosed to or otherwise learned by the Bidder in the course of or in connection with this RFP (including without limitation such information received during negotiations, location visits and meetings in connection with this RFP.

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- (b) From the time the Bids are opened to the time the Contract is awarded, the Bidder should not contact the MPCB on any matter related to its Qualification Documents, Technical Bid and/or Financial Bid. Information relating to the evaluation of Bids and award recommendations shall not be disclosed to the Bidders who submitted the Bids or to any other party not officially involved with the bid process, until the publication of the Contract award.
- (c) Any attempt by a Bidder or anyone on behalf of the Bidder to influence improperly the MPCB in the evaluation of the Bids or award of the Contract may result in the rejection of its Bid.
- (d) Notwithstanding the above provisions, from the time of the Bids' opening to the time of Contract award publication, if a Bidder wishes to contact the MPCB on any matter related to the selection process, it should do so only in writing.

17. Responsiveness and Eligibility Tests

- (a) First, the MPCB's evaluation committee shall open and evaluate the Technical Bid Documents for responsiveness and to determine whether the Bidders are eligible to be awarded the Contract. The Technical Bid Documents shall be considered responsive only if:
 - (i) All documents specified in RFP are received in the prescribed format,
 - (ii) It is signed and sealed,
 - (iii) It contains all the information and documents (complete in all respects) as requested in this RFP; and it does not contain any condition or qualification,
 - (iv) EMD, Bid processing fees is received,
 - (v) Compliant with the RFP
- (b) The MPCB's evaluation committee shall evaluate and determine whether the Bidders who have submitted responsive Technical Bid Documents satisfy the Eligibility Criteria.
- (c) If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Technical Bid Documents are found to be non-responsive or the Bidder does not meet the Eligibility Criteria, then the Bid submitted by such Bidder will be rejected.

18. Eligibility Criteria of Bidders

18.1. The Consortium / Joint Venture is not allowed. By submission of documentary evidence in its bid, the Bidder must establish to the MPCB's satisfaction:

- (a) That it has the financial and technical capability necessary to perform the Contract, meets the eligibility criteria as specified in the RFP;
- (b) For the purposes of establishing a Bidder's eligibility, and unless stated to the contrary in the eligibility criteria, the experience and / or resources of any Sub-Contractor will not contribute to the Bidder's eligibility;

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19. Evaluation of Pre-Qualification Document

The Bidder must meet all of the following Pre-Qualification eligibility criteria:

S.No.	Type	Eligibility Criterion	Documentary Evidence
1.	Company Profile	<p>a) The Bidder should be a legal entity registered in India and in operations for a period of at least last 5 (five) years as on last date of submission of bid.</p> <p>The Bidder should be: A company registered under Indian Companies Act, 1956/2013, as amended from time to time. OR A partnership firm registered under Indian Partnership Act, 1932, as amended from time to time. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008, as amended from time to time</p>	<ul style="list-style-type: none"> • Certificate of Registration/ Incorporation under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability partnership Act 2008, as the case may be, as amended from time to time. • Memorandum and Articles of Association. • ITR of last 5 FYs (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) along with CA/Statutory Auditor's Certificate for business operations continuity for FY 2023-24. • Copy of valid GST • Copy of Pan Card
2.	Company Financials - Turnover	<p>The Bidder should have minimum average annual turnover of INR 2.5 crore from IT / SCADA based project with Software Application Development and Maintenance in last three financial years - FY 2020-21 2021-22 and 2022-23.</p>	<ul style="list-style-type: none"> • Audited financial statements for last three financial years - FY 2020-21 2021-22 and 2022-23; • Statutory auditor's certificate / Chartered Accountant certificate clearly specifying the annual turnover for the specified years.
3.	Company Financials - Net worth	<p>The Bidder should have positive Net Worth for past three years</p>	<p>Statutory auditor's certificate / Chartered Accountant certificate clearly specifying the Net worth for the specified year.</p> <p>Certificate from Statutory Auditor / Chartered Accountant specifying the provisional Net worth (FY 2022-23).</p>
4.	Anti Blacklisting/ Barring	<p>Bidder (all members in case of consortium) should not have been blacklisted/ barred by any Government (State / Central / UT) or its Department, Central or State Public Sector Unit in India as on last date of submission of bid.</p>	<p>The Bidder shall provide:</p> <ul style="list-style-type: none"> • Self – declaration form as per Appendix 8 certifying that the Bidder is not Blacklisted.

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S.No.	Type	Eligibility Criterion	Documentary Evidence	
5.	Experience Data acquisition, monitoring and reporting tool	The Bidder should have executed similar kind of work in 'supply & maintenance of software for Real time data acquisition, monitoring, reporting tool and its hosting ', in India, in last 5 years from the last date of submission of the bid, for Government (State / Central / UT) or its Department, Central or State Public Sector Unit, as per below:	<ul style="list-style-type: none"> • Letter of Intent/ Work Order/Contract • Client Certificate for successful execution/ completion of the project <p>OR</p> <p>In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p> <p>Above should be counter signed by authorized signatory of the bidder.</p>	
		Number of similar projects executed		Minimum Project Value per project, meeting the criteria (in INR, excluding GST)
		One Similar Project		40 Lakhs
		OR		
		Two Similar Projects		25 Lakhs
OR				
Three Similar Projects		20 Lakhs		
6.	Mobile Application Experience	Bidder should have experience in developing at least 1 mobile application for ' Real time data acquisition, monitoring and reporting ' and should have deployed the mobile application in play store & IOS app store for any Government (State / Central / UT) or its Department, Central or State Public Sector Unit, in India, in last 5 years from the last date of submission.	<ul style="list-style-type: none"> • Letter of Intent/ Work Order/Contract • Client Certificate for successful execution/ completion of the project. 	
7.	EPF, ESI and GST Registration	The Bidder should be registered with EPF Organization and/or ESI Organization. The Bidder (should have valid GSTIN)	<ul style="list-style-type: none"> • EPF and ESI registration certificate. • GSTIN registration certificate. 	

Bidders qualifying Pre-Qualification shall be eligible for Technical Evaluation.

20. Evaluation of Technical Bids

The MPCB's evaluation committee shall evaluate the Technical Bids of eligible Bidders for responsiveness. If the Technical Bid is found:

- (a) not to be complete in all respects; or
- (b) not duly signed by the authorized signatory of the Bidder;
- (c) not to be in the prescribed format; or
- (d) to contain alterations, conditions, deviations or omissions; or

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(e) non-compliant with the RFP

then such Technical Bid might be deemed to be substantially non- responsive and be liable to be rejected.

Each responsive Technical Bid submitted by an eligible Bidder will be given a technical score on the basis of the evaluation criteria, sub- criteria, and point system as specified in the RFP. The Financial Bids of only those Bidders who score at least the minimum qualifying technical score, as specified in the RFP, on their Technical Bids will be opened by the MPCB.

The Technical Bids of eligible Bidders shall be evaluated as follows:

Technical Bid

Criteria, sub-criteria, and point system for the evaluation of the Technical Bids:

Sr. No.	Evaluation Criteria	Max. Marks	Documents Required for Evaluation		
1	Financial Strength (Turnover)				
1.1	The Bidder should have minimum average annual turnover (AAT) of INR 2.5 crore from IT / SCADA based project with Software Application Development and Maintenance in last three financial years - FY 2020-21 2021-22 and 2022-23. AAT < INR 2.5 Crore: Disqualified INR 2.5 Crore ≤ AAT < INR 3 Crore: 5 Marks INR 3 Crore ≤ AAT < INR 3.5 Crore: 10 Marks INR 3.5 Crore ≤ AAT < INR 4 Crore: 15 Marks AAT ≥ INR 4 Crore: 20 Marks	20	<ul style="list-style-type: none"> Audited financial statements for last three financial years - FY 2020-21 2021-22 and 2022-23; Statutory auditor's certificate / Chartered Accountant certificate clearly specifying the annual turnover for the specified years. 		
1.2	The Bidder should have positive Net-Worth as on 31st March 2023 More than 0 and less than or equal to Rs. 1 Crore: 0 Marks More than Rs. 1 Crore and less than or equal to Rs. 5 Crores: 02 Marks More than Rs. 5 Crores: 05 Marks	05	<ul style="list-style-type: none"> Statutory auditor's certificate / Chartered Accountant certificate clearly specifying the Net worth for the specified year. Certificate from Statutory Auditor / Chartered Accountant specifying the provisional Net worth (FY 2022-23). 		
2	Similar Project Experience				
2.1	The Bidder should have executed similar kind of work in 'supply & maintenance of software for Real time data acquisition, monitoring, reporting tool and its hosting ', in India, in last 5 years from the last date of submission of the bid, for any Government (State / Central / UT) or its Department, Central or State Public Sector Unit, as per below: <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%;">Number of similar projects executed</td> <td style="width: 50%;">Minimum Project Value per project,</td> </tr> </table>	Number of similar projects executed	Minimum Project Value per project,	20	<ul style="list-style-type: none"> Letter of Intent/ Work Order/Contract Client Certificate for successful execution/ completion of the project <p>OR</p> <p>In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p>
Number of similar projects executed	Minimum Project Value per project,				

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Sr. No.	Evaluation Criteria	Max. Marks	Documents Required for Evaluation																								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="text-align: center;">meeting the criteria (in INR, excluding GST)</td> </tr> <tr> <td>One Similar Project</td> <td style="text-align: center;">40 Lakhs</td> </tr> <tr> <td colspan="2" style="text-align: center;">OR</td> </tr> <tr> <td>Two Similar Projects</td> <td style="text-align: center;">25 Lakhs</td> </tr> <tr> <td colspan="2" style="text-align: center;">OR</td> </tr> <tr> <td>Three Similar Projects</td> <td style="text-align: center;">20 Lakhs</td> </tr> </table> <p>Total Project Value of maximum <u>any three projects</u> submitted meeting the Criteria:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Total Project Value</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">< 40 Lakhs</td> <td style="text-align: center;">Disqualified</td> </tr> <tr> <td style="text-align: center;">>= 40 lakhs and < 60 Lakhs</td> <td style="text-align: center;">05 marks</td> </tr> <tr> <td style="text-align: center;">>= 60 Lakhs and < 80 Lakhs</td> <td style="text-align: center;">10 marks</td> </tr> <tr> <td style="text-align: center;">>= 80 Lakhs and < 100 Lakhs</td> <td style="text-align: center;">15 marks</td> </tr> <tr> <td style="text-align: center;">>= 100 Lakhs</td> <td style="text-align: center;">20 marks</td> </tr> </tbody> </table>		meeting the criteria (in INR, excluding GST)	One Similar Project	40 Lakhs	OR		Two Similar Projects	25 Lakhs	OR		Three Similar Projects	20 Lakhs	Total Project Value	Marks	< 40 Lakhs	Disqualified	>= 40 lakhs and < 60 Lakhs	05 marks	>= 60 Lakhs and < 80 Lakhs	10 marks	>= 80 Lakhs and < 100 Lakhs	15 marks	>= 100 Lakhs	20 marks		<p>Above should be counter signed by authorized signatory of the bidder</p>
	meeting the criteria (in INR, excluding GST)																										
One Similar Project	40 Lakhs																										
OR																											
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>= 60 Lakhs and < 80 Lakhs	10 marks																										
>= 80 Lakhs and < 100 Lakhs	15 marks																										
>= 100 Lakhs	20 marks																										
2.2	<p>The Bidder should have executed similar kind of work in 'supply & maintenance of software for at least One (1) OCEMS' for any State / Central Pollution Control Board, in India, in last 5 years from the last date of submission of the bid.</p> <p>Zero Project: 00 Marks One Project: 05 Marks Two Projects: 10 Marks Three or more Projects: 15 Marks</p>	15	<ul style="list-style-type: none"> Letter of Intent/ Work Order/Contract Client Certificate for successful execution/ completion of the project <p>OR</p> <p>In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p> <p>Above should be counter signed by authorized signatory of the bidder</p>																								
2.3	<p>Bidder should have experience in developing at least one (1) mobile application for 'Real time data acquisition, monitoring and reporting' and should have deployed the mobile application in play store & IOS app store for Government (State / Central / UT) or its Department, Central or State Public Sector Unit or their agency, in India, in last 5 years from the last date of submission.</p> <p>Zero Project: Disqualified One Project: 05 Marks Two Projects: 10 Marks</p>	20	<ul style="list-style-type: none"> Letter of Intent/ Work Order/Contract Client Certificate for successful execution/ completion of the project <p>OR</p> <p>In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p>																								

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Sr. No.	Evaluation Criteria	Max. Marks	Documents Required for Evaluation
	Three Projects: 15 Marks Four or more Projects: 20 Marks		Above should be counter signed by authorized signatory of the bidder
2.4	Bidder should have experience in developing and maintenance of existing application (not developed by the bidder) for at least one (1) project for any Government (State / Central / UT) or its Department, Central or State Public Sector Unit or their agency, in India, in last 5 years from the last date of submission. Zero Project: 00 Marks One Project: 05 Marks Two or more Projects: 10 Marks	10	
3	Bidder's Certification		
3.1	The Bidder should possess the following Certifications which are valid as on last date of bid submission: <ul style="list-style-type: none"> • ISO 9001:2015 or above • ISO 20000:2018 or above None of the above: 00 Marks Any one of the above: 02 Marks Both certificate: 05 Marks	05	<ul style="list-style-type: none"> • Copy of valid certificates on the name of the Bidder. The certifications shall need to be kept valid throughout the duration of the contract period.
4	Bidder's Manpower Strength		
4.1	The Bidder should minimum 10 professionals for ' IT Development, Testing and Hosting services ' on its roles in India, as on date of submission of bid. Manpower matching the criteria: < 10 Manpower: 00 Marks >= 10 Manpower and < 25 Manpower: 02 Marks >= 25 Manpower and < 50 Manpower: 03 Marks >= 50 Manpower : 05 Marks	05	<ul style="list-style-type: none"> • Declaration from the HR head of the Bidder on company letter head. (MPCB reserves right to ask for EPF payment receipts of all declared employees)
Total		100	

Only those Bidders who score minimum 70 marks in technical evaluation shall be considered for opening of their Financial Bids. Bidders scoring 70 and above marks shall be considered as "**Technically Qualified Bidders**".

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21. Public Opening of Financial Bids

- (a) Only those Bidders who score minimum 70 marks shall be considered for opening of their Financial Bids. After the evaluation of Technical Bids of eligible Bidders is completed, the Financial Bids of technically unqualified Bidders will not be opened and the MPCB shall not have access to the financial Bid of such Bidders on its bid portal i.e. they shall be automatically rejected unopened. The MPCB shall simultaneously notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Bids. The opening date will allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Bids is optional and is at the Bidder's choice.
- (b) At the opening of the Financial Bids, the names of the Bidders, and the overall technical scores shall be read aloud. If any Financial Bid is found not to be complete in all respects then such Financial Bid shall be deemed to be substantially non-responsive and liable to be rejected.

The Financial Bids that are found to be responsive will be evaluated, and the total cost quoted by the eligible and technically qualified Bidders will be read aloud and recorded.

22. Correction of Errors and Cost Evaluation

- (a) Activities and items described in the Technical Bid but not priced in the Financial Bid shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Bid.

Prior to evaluation of the Financial Bids, the Evaluation Committee will determine whether the Technical Bids are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

The MPCB's evaluation committee will correct any computational or arithmetical errors in the Bids. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case.
- (b) The MPCB's evaluation of the bid will be made on the basis of prices quoted in accordance with RFP.
- (c) The Evaluated Bid Price (C) for each responsive bid will be determined as the quoted price with adjustments for Corrections to errors in arithmetic, in accordance with RFP.
- (d) The Bidder whose Bid is adjudged as eligible for financial evaluation and who has the lowest bid price shall be declared as the successful Bidder (First Ranking Bidder) and shall be invited for Contract Signing. Subject to this clause, the first ranked Bidder will ordinarily be the selected Bidder.

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- (e) In the event that two or more Bidders quote the same bid price (the "Tie BIDs"), the MPCB shall select the Bidder that has achieved higher technical score during Technical Evaluation.

H. Negotiations and Award of Bid

1. Negotiations

- (a) The first ranking Bidder may, if necessary, can be invited for negotiations with the MPCB under exceptional circumstances or can be asked for price justifications as felt necessary by the MOCB. The negotiations will be held at the date and address as informed by the MPCB. The negotiations shall generally not be for reducing the price of the Bid but will be for re-confirming the obligations of the Bidder under this RFP. Issues such a deployment of Key Experts, understanding of the Scope of Work, methodology and quality of the implementation plan etc. shall be discussed during the negotiations.
- (b) The MPCB shall prepare minutes of negotiations which will be signed by the MPCB and the Bidder's authorized representative.
- (c) If the negotiations fail, the MPCB shall inform the first ranking Bidder in writing of all pending issues and disagreements and provide a final opportunity to the first ranking Bidder to respond. If disagreement persists, the MPCB shall terminate the negotiations informing the first ranking Bidder of the reasons for doing so and take appropriate actions against L1 Bidder including forfeiting the EMD. Upon termination of the negotiations with the first ranking Bidder, the MPCB may annul the bid process, reject all Bids and invite fresh Bids.

2. MPCB's Right to Vary Quantities at Time of Award

The MPCB reserves the right to vary the quantity of the contract at any time during the contract or bidding process as the case may be.

3. Award of Contract

- (a) MPCB shall issue a Letter of Intent (LoI) to the selected Bidder:
 - (i) accepting the Bid of the selected Bidder with such modifications as may be negotiated with the MPCB during the negotiation stage, if any;
 - (ii) requesting it to submit the Performance Security in accordance with Clause 14;
 - (iii) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract. Within 15 days of receipt of the letter of award, the selected Bidder shall sign and return a copy of the letter of award in duplicate in acknowledgement thereof.
- (b) If the selected Bidder fails to satisfy the conditions specified in H3(a) above or fails to execute the Contract on or before the date specified in the letter of award, the MPCB may, unless it consents to an extension, without prejudice to its other rights under the

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RFP or in law, disqualify the selected Bidder, revoke the Letter of Intent and forfeit the EMD of the selected Bidder.

- (c) Post Letter of Intent and at the time of signing of Contract, successful Bidder shall also pay for the stamp duty as per Maharashtra Stamp Act and Rules.
- (d) The Bidders are expected to commence the assignment as per the timelines provided in the RFP. In case the selected Bidder fails to start the assigned work as per timelines then the MPCB may cancel the award of work to the selected bidder.

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Section 2. Introduction to Project

A. Introduction

1. Background

Maharashtra Pollution Control Board (MPCB) is an organization under the Department of Environment, Government of Maharashtra. The Board is responsible for ensuring that all norms under the Pollution Control Act as stated by the Ministry are adhered to by all relevant establishments in Maharashtra, which can, through their operations or processes, influence the natural environmental conditions.

The Board has deployed Integrated Management Information System (IMIS) – an integrated e-governance application for automation of their various processes and workflows, such as consent management, cess management, waste management, etc. IMIS is also integrated with a Laboratory Management Information System (LIMS).

The OCEMS is rolled out to various offices of the Board and the same is accessed through IT infrastructure deployed at these offices.

2. CURRENT INFRASTRUCUTRE

MPCB has already rolled out OCEMS Software at all their locations through deployment of IT infrastructure. The core infrastructure consists of Data Centre at HO, housing various servers, storage, and WAN connectivity equipment. Each of the offices are networked for LAN connectivity and are connected to the HO through SD-WAN connectivity.

3. OBJECTIVE OF THE RFP

The main objective to publish this RFP document is to select “suitable Agency/Vendor for providing Onsite support to Board’s OCEMS software”. The new vendor has to understand the existing software and infrastructure and deploy its resource, for providing support to Board’s OCEMS software mentioned in Scope of Work also, Board requires some necessary new development in the existing OCEMS software as described in Scope of Work.

4. CONTRACT PERIOD

The Service Provider will be contracted for a period of THREE (3) years from the date of issue of LoA or signing the contract whichever is later. However, the Board can terminate the contract on account of Service Provider’s poor performance or non-delivery of the services as per the Scope or based on other conditions as specified in the RFP.

Selection of Vendor for Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation

Section 3. Scope of Work

The scope of work of the selected Vendor for Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation shall be but not limited to:

1. ONE dedicated technical Resource to be deployed at Board's HQ Office (Mumbai), who will be responsible to help industrialists and other users with following points:

- i. MPCB has published OPEN API for connectivity of various industries to MPCB's Common Software, OCEMS Support Engineer helps industries to register for onboarding on OCEMS portal and provide necessary support/details for data connectivity to MPCB OCEMS Server.
- ii. MPCB provides high level data security of OCEMS data of industries by using secured authentication keys. OCEMS Support Engineer will Coordinate with the industries and share the authentication key with respective industries.
- iii. Support Engineer helps to respective MPCB officials for viewing/downloading the OCEMS data of respective regions.
- iv. Support Engineer provides the ADHOC/Emergency support to industries for changing industry name, parameter limit, Parameter units on the MPCB OCEMS Server, with necessary approval of MPCB designated official.
- v. Support Engineer also provides dedicated support and help to industries for smooth Camera Connectivity to the MPCB OCEMS Server.
- vi. Support Engineer provide daily registration and Connectivity Status Summery to MPCB Officials.
- vii. Extract data from the system as per requirements of MPCB with necessary filters and required columns as per MPCB's requirements.
- viii. The on-site Resource should be present at Board's HQ Office on all the working days between 9:45 AM to 6:15 PM. The said resource should be entitled for maximum 12 days leave in a year and absentee without intimation and/or above 12 days will attract one day deduction of charges, for each day absent, from payable quarterly charges.

2. New Development in OCEMS Software:

- i. The Service Provider should develop an alerting system as per CPCB's alerting system as detailed in CPCB Protocol dt.18 March 2018, as amended from time to time, and the same should be integrated with the existing Board's OCEMS Software. Vendor shall be required to estimate the efforts for the same and quote accordingly.
- ii. The Service Provider should be able to deploy updated software versions which are required to run the OCEMS Software. The details of present Technology used is attached in Appendix 14 of this RFP.

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- iii. The Service Provider should be able to provide online / telephonic support to SRO and RO offices to resolve any and all the queries related to Board's OCEMS Server.
 - iv. The Vendor shall complete the new development within 3 months from the date of LOA / Signing of Contract, whichever is earlier.
- 3. Perform Security Audit on existing code for Application Security, Vulnerability Assessment & Penetration Testing (VAPT) from CERT-In Empaneled audit Agency. Any changes recommended by the Auditor shall be sole responsibility of the Service Provider at no extra cost to MPCB. The Service Provider has to submit a report within an agreed upon stipulated time, about the changes done as per requirement of the Auditor.**
- 4.** MPCB envisages to integrate the OCEMS system with other external systems in the future. Vendor shall provide necessary support including creation and consumption of APIs for the same as per requirements of MPCB. Any cost towards the same may be considered under Variation. MPCB's decision shall be final and binding in this regard.

5. Purpose

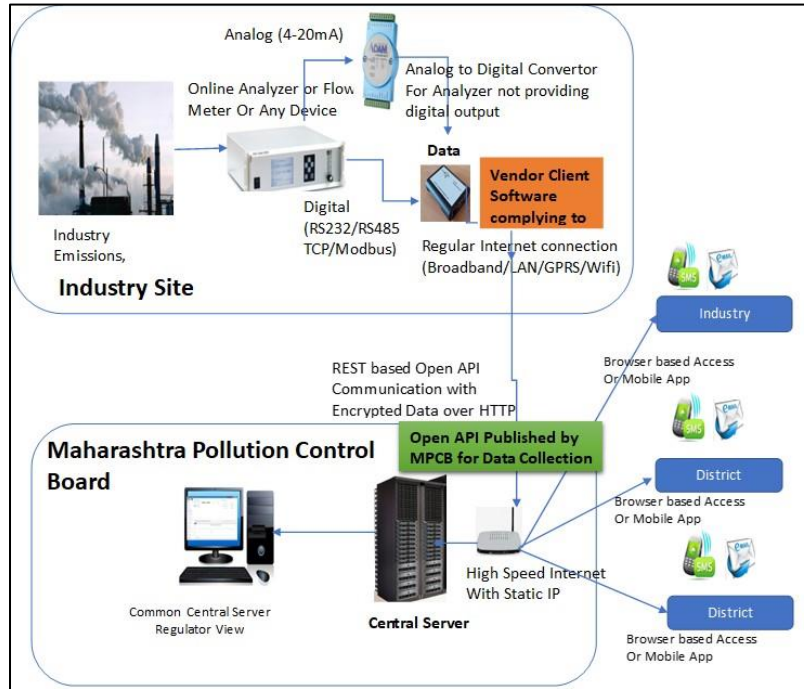
The purpose of this application is to govern the Support / Maintenance, development, customization, integration and Change management of the Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation.

For the sake of knowledge, this document will also showcase the required features & functionality, training program as well as, system testing, acceptance and update criteria agreed upon by Maharashtra Pollution Control Board.

6. Conceptual View of the Solution

The diagram below represents the conceptual view of the Common Software for Online Monitoring and its key capabilities.

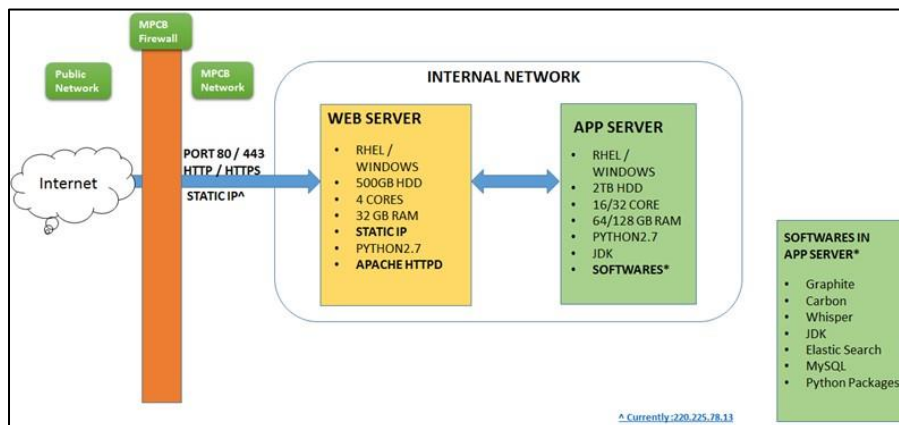
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The OCEMS application integrates with Online Effluent Quality Monitoring System and Online Emission Monitoring System across the state of Maharashtra. The data will be collected from various highly polluting industries as well CEMS station deployed by MPCB and will be made available on the portal as well as mobile platform.

The same data will be available for analytical purpose to various stakeholders to take appropriate actions.

7. Application Architecture



Note:

Interested bidders may visit MPCB's HO for any more specific information required subject prior intimation of at least 5 (five) days. MPCB will provide necessary support as much as possible.

8. MPCB's Responsibilities:

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- i. Source code of the existing application, and required documentation as deem necessary by MPCB will be responsibility of MPCB.
- ii. MPCB will support for handover from existing service provider.
- iii. Provide SLA tracking and monitoring with notifications, alerts, and escalations, any changes, updation, configuration to the same shall be responsibility of the Service Provider.
- iv. Providing sitting space and desktops and required software's for resources.
- v. MPCB will provide list Servers, OS's, Databases, and other related information required for proper functioning of Agencies work.
- vi. MPCB will provide Contract / SLA to be signed with the winning bidder.

9. Vendor's Responsibilities:

As part of contract the Agency / Vendor team will:

- i. Coordinate with existing vendor to understand the application and its processes.
- ii. Provide Proper timelines and schedule (Monthly, Quarterly, Six Monthly or Yearly) for Maintenance, Upgrades, Update of Software Applications and related Operating Systems, Frameworks, and related hardware in coordination with existing Server / DC Maintenance Vendor.
- iii. The application must be Up to date in relation to MPCB Security Audit and Compliances.

10. Documentation and Reporting

Documentation regarding various configuration changes, Change Management, Maintenance and Upgrade / Update.

11. Periodical Status Reports

- a) Periodical Status Reports
 - i Summary of SLA Compliance for the month.
 - ii Attendance report of the resources for the month.
- b) Quarterly report with the following information
 - i Summary of SLA compliance for the quarter.
 - ii Payment due to the Service Provider for the quarter as per the credits and debits of the SLA.
 - iii Action items to be implemented.
 - iv Changes implemented / Bugs resolved during this quarter.
 - v New users / resources deployed if any.

12. STAFFING REQUIREMENTS

For Supporting the Development and Maintenance of the OCEMS application the Vendor must provide onsite resources as mentioned below:

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- i. Deployed resources must be Engineering graduate, or any bachelor Degree in IT from a recognized institute/university.
- ii. Must have a minimum of 2 years of work experience in relation to OCEMS Application
- iii. MPCB at its sole discretion may interview the resources to depute, to ascertain their suitability for the job.
- iv. The Vendor, if in case, withdraws / terminates services of any of its deputed Resources, to ensure smooth hand over, a minimum of 60 days of notice periods should be given by the Vendor to MPCB. All such changes must be done in consultation with MPCB.
- v. The Vendor will maintain & report to MPCB on daily basis, the attendance of all the Resources deputed at MPCB.
- vi. In case of disaster / DR Drill at MPCB's data center, the Vendor will provide key staff members at HO to give necessary support. The expenditure towards the journey of the key staff members of the Vendor for the said purpose and stay arrangement will be borne by the Vendor.
- vii. Staff members deployed by the Vendor will be subjected to the disciplines, office decorum and etiquette as applicable to any other staff member of MPCB.
- viii. Vendor staff members to comply with all security regulations from time to time
- ix. Vendor shall not copy any software, document or DATA existing on hardware or indulged in any other malicious act to damage may attract penalty / punishment under IT Act.
- x. Provision of accommodation, lunch/snacks/breakfast, conveyance, travel, provision & usage mobile telephones etc. for the Team Lead, Developers, and coordinator(s) will be made by the Vendor and at its own cost, expenses & risk.

13. Payment Terms & Invoicing

Following Payment terms will be applicable during duration of the contract:

- a) Within 15 days of MPCB issuing the LoA, the Successful bidder will sign the Contract including the SLA. The successful bidder at its cost, charges and expenses will submit a Performance Security for an amount equivalent to 5% of the value of the contract in favour of MPCB at the time of signing of the contract. The Performance Security shall be in the form of a guarantee of a Nationalized / Scheduled Bank to MPCB. The Performance Security shall be valid for the period of 90 days after the completion of all contractual obligations by the vendor and shall be retained by MPCB until the completion of the assignment by the Bidder or any extension thereto and be released 90 (ninety) days after the completion of the assignment or all contractual obligations whichever is later.

b) Payment

- i. The payment of Part-1 of the Price Bid i.e., Support cost, will be released in four equals quarterly instalments for each year means quarterly payment will be released in arrears, (quoted price in Part – 1 divide by 12 quarters)

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- ii. 100% payment of Part-2 of the Price Bid i.e., additional development cost, will be released after all the development task is completed and successfully sign-off of the UAT from MPCB's officials.
- iii. 100% payment of Part-3 of the Price Bid i.,e., Third party application audit will be released after successfully submission of compliance Certificate from CERT empaneled agency.

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Section 4. Draft Contract

This AGREEMENT (hereinafter called the "Contract") is made on the _____, 2024, between Maharashtra Pollution Control Board having its office at Kalpataru Point, 4th Floor, Sion Matunga Scheme Road No.8, opp. PVR Cinema, near Sion Circle. Sion (East), Mumbai - 400 022 (hereinafter referred to as the "[MPCB]" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the First Part and, _____, a company registered under the _____, having its registered office at _____, [being the Sole Bidder representing the _____(name of the Sole Bidder)]; (hereinafter referred to as "Vendor/VENDOR" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the Second Part.

MPCB and Vendor are hereinafter collectively referred to as the "Parties" and individually as a "Party" as the context may require.

WHEREAS

- (a) MPCB has selected the Vendor for Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation. involving the complete Scope of Work described in the RFP (Request for Proposal).
- (b) MPCB undertook the selection of a vendor adopting an open tender route, competitive Bidding for Selection of Vendor for Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation, and issued a Request for Proposal (RFP).
- (c) MPCB intends to accord to the VENDOR the right to undertake the Project on the terms and conditions set forth in the Contract;
- (d) The VENDOR in pursuance of its Bid undertakes Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation, during the contract period.
- (e) All the conditions stated in the Request for Proposal (RFP) and the Corrigendum Document shall form part of the Contract.
- (f) The parties agree that for the project as per the terms of the Contract, the VENDOR shall be paid as per the payment terms detailed in the RFP.
- (g) In case the VENDOR is a Consortium, the members hereby authorize the member specified in the joint bidding agreement to act on their behalf in exercising all the VENDOR's rights and obligations towards the MPCB under this Contract, including without limitation the receiving of instructions and payments from the MPCB and submitting Performance Security on behalf of the Consortium.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

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- i. The following documents attached hereto shall be deemed to form an integral part of the Contract and in case of contradiction, the order of precedence shall be in the following order:
 - (a) Any written communication between Parties after signing of Contract
 - (b) Conditions of the Contract
 - (c) Technical and Financial Bids submitted by VENDOR
 - (d) Published Corrigendum / Addendum/ Reply to Pre-Bid Queries
 - (e) Published Request for Proposal (RFP)
- ii. The mutual rights and obligations of the "MPCB" and the "VENDOR" shall be as set forth in the Contract, in particular:
 - (a) "MPCB" shall make payments to the "VENDOR" in accordance with the provisions of the Contract and for successful completion of work as per Scope of Work.
 - (b) VENDOR shall perform all activities in relation to Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

In presence of

Signed by

For and on behalf of MPCB
(Maharashtra Pollution Control Board)
(Authorized Representative)

(Witnesses)

(i)

(ii)

For and on behalf of VENDOR
(Authorized Representative)

(Witnesses)

(i)

(ii)

Conditions of the Contract

1. Statutory Requirements

During the tenure of the Contract nothing shall be done by the VENDOR in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange etc. and shall keep MPCB indemnified in this regard.

2. Right of Monitoring, Inspection and Periodic Audit

MPCB/ GoM reserves the right to inspect and monitor/assess the progress of the work at any time during the course of the Contract, after providing due written notice to the VENDOR. MPCB/ GoM may demand and upon such demand being made, MPCB/ GoM shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the Project.

MPCB/ GoM shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance of the VENDOR on its obligations/ functions in accordance with the standards committed to or required by MPCB/ GoM and the VENDOR undertakes to cooperate with and provide to MPCB/ GoM, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the VENDOR failing which MPCB may without prejudice to any other rights that it may have issue a notice of default.

3. Compensation for Delay

Time is the essence of the Contract. If the VENDOR fails to complete the work under phase 1 as mentioned in Scope of Work within time fixed under the contract, it shall pay liquidated damages to MPCB without prejudice to any other rights or remedy as may be available to MPCB.

The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Project Management Committee (PMC) and the same shall be final and binding on the VENDOR. Time taken by MPCB/ GoM and local statutory authorities for approval of deliverables, estimate etc., force majeure reasons and any other reasons beyond control of the VENDOR shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the VENDOR under this or any other contract with MPCB/GoM.

4. Force Majeure

MPCB/ GoM may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the VENDOR control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil

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commotion, epidemic, pandemic and strikes (only those which exceed a duration of ten continuous days) at call center location. The VENDOR's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.

- That within 10 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the VENDOR informs MPCB in writing about the occurrence of Force Majeure Condition and that the VENDOR considers itself entitled to an extension of the time limit.
- That the VENDOR produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- That the VENDOR proves that the said force majeure conditions have actually been inferred while carrying out of the contract.
- That the VENDOR proves that the delay occurred is not due to its own action or lack of action.

Apart from the extension of the time limit, force majeure does not entitle the VENDOR to any compensation of damage or loss suffered.

5. Patents, Successful bidder's Liability & Compliance of Regulations

- (a) VENDOR shall protect and fully indemnify MPCB from any claims for infringement of patents, copyright, trademark, license violation or the like.
- (b) VENDOR shall also protect and fully indemnify MPCB from any claims from VENDOR's workmen/employees, CCEs, their heirs, dependents, representatives etc. or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- (c) VENDOR shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely MPCB from any claims / penalties arising out of any infringements.

6. Settlement of Disputes-Disputes Resolution Mechanism

(a) Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract. In case a dispute arises between the parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other party. The Party receiving the written Notice of Dispute will consider the written Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, 7(b) shall become applicable.

(b) Arbitration

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- i. Any dispute or difference whatsoever arising between the parties to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to the sole Arbitrator. Member Secretary, MPCB or an officer nominated by him shall be the Arbitrator to both the parties. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Mumbai, India.
- ii. Subject to the above, the Courts at Mumbai only shall have jurisdiction in this matter.
- iii. The decision of the Arbitrator shall be final and binding upon both parties.
- iv. The expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

The provisions of Dispute Resolution clause shall survive termination.

7. Limitation of Bidder's Liability towards MPCB

The VENDOR's Liability shall not exceed the contract value.

Except in case of gross negligence or wilful misconduct on the part of the VENDOR in carrying out the work, the VENDOR, shall not be liable to MPCB:

- For any indirect or consequential loss or damage;
- For any direct loss or damage that exceeds the total value of the Contract or the proceeds the VENDOR may be liable to receive from any insurance maintained by the VENDOR to cover such a liability, whichever is higher.

This limitation of liability shall not affect the VENDOR's liability, if any, for damage to third parties caused by the VENDOR or any person or firm acting on behalf of the VENDOR in carrying out the Scope of Work. There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property.

The Contract does not grant create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective parties to this Contract. Any claim or series of claims arising out or in connection with this Contract shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of Six months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.

MPCB shall be entitled to claim the remedy of specific performance under the Contract

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8. Events of default by the VENDOR

The failure on the part of the VENDOR to perform any of its obligations or comply with any of the terms of this Contract shall constitute an event of default on the part of the VENDOR. The events of default as mentioned above may include but not limited to inter alia the following also:

- The VENDOR has failed to perform any instructions or directives issued by MPCB which it deems proper and necessary to execute the scope of work under the Contract.
- The VENDOR has failed to adhere to any of the key performance indicators as laid down in the Contract or if the VENDOR has fallen short of matching such standards/targets as MPCB may have designated with respect to any task necessary for the execution of the scope of work under the Contract. The above mentioned failure on the part of the VENDOR may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by MPCB.
- The VENDOR has failed to remedy a failure to perform its obligations in accordance with the specifications issued by MPCB despite being served with a default notice which laid down the specific deviation on the part of the VENDOR to comply with any stipulations or standards as laid down by MPCB.
- The VENDOR has failed to conform with any of the Service & support/standards as set out in the scope of work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by MPCB during the term of the Contract and which MPCB deems proper and necessary for the execution of the scope of work under this Contract.
- The VENDOR has failed to demonstrate or sustain any representation or warranty made by it in the Contract with respect to any of the terms of its Bid or the RFP and the Contract or the VENDOR fails to continue the services post commissioning of Chief Minister Helpline as set out in the RFP.
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the VENDOR.
- The VENDOR has failed to comply with or is in breach or contravention of any applicable laws.

Where there has been an occurrence of such defaults inter alia as stated above, MPCB shall issue a notice of default to the VENDOR, setting out specific defaults/deviations/omissions and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the VENDOR by MPCB, the VENDOR fails to remedy the default to the satisfaction of MPCB, MPCB may, and where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to MPCB.

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9. Consequences in Event of Default

Where an Event of Default subsists or remains uncured beyond permissible or reasonable time, MPCB shall be entitled to the following: for cases where permissible time is not indicated in the Contract, MPCB will decide, at its discretion, the quantum of reasonable time to cure the default.

MPCB may impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of the project which the VENDOR shall be obliged to comply with which may include unilateral re-determination of the consideration payable to the VENDOR hereunder. The VENDOR shall in addition take all available steps to minimize loss resulting from such event of default.

MPCB may by a written notice of suspension to the VENDOR, suspend all payments to the VENDOR under the Contract provided that such notice of suspension:

- Shall specify the nature of the failure and
- Shall request the VENDOR to remedy such failure within a specified period from the date of receipt of such notice of suspension from MPCB to the VENDOR.

In event of failure of VENDOR to remedy default within specified period, MPCB reserves the right to terminate the Contract with 30 days' notice.

10. Suspension of Work

The VENDOR shall, if ordered in writing by MPCB's representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The VENDOR shall not be entitled to claim compensation for any loss or damage sustained by VENDOR by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the VENDOR, if request for same is made and that the suspension was not consequent to any default or failure on the part of the VENDOR.

In the event that MPCB suspends the progress of work for any reason not attributable to the VENDOR for a period in excess of 30 days in aggregate, rendering the VENDOR to bear extra cost including extending its performance bank guarantee, then MPCB shall not bear any such cost due to extension.

11. Termination by the MPCB

- (a) Termination for MPCB Convenience
- i. The MPCB may at any time terminate the Contract for any reason by giving the VENDOR a 30 days' notice of termination that refers to this clause.
 - ii. Upon receipt of the notice of termination under the above clause 12 (a) (i), the VENDOR shall either as soon as reasonably practical or upon the date specified in the notice of termination:

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- a. cease all further work, except for such work as the MPCB may specify in the notice of termination for the sole purpose of protecting that part of the project already executed;
 - b. in addition, the VENDOR, subject to the payment specified in 12 (a) (iii), shall
 - deliver to the MPCB all relevant data and documents prepared by the VENDOR as of the date of termination in connection with the Project.
- iii. In the event of termination of the Contract under clause 12 (a) (i), the MPCB shall pay to the VENDOR the following amounts:
- (a) the Contract Price, properly attributable to the parts of the Project executed by the VENDOR as of the date of termination.
- (b) Termination for VENDOR's Default
- i. The MPCB, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the VENDOR, referring to this clause:
 - (a) if the VENDOR becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the VENDOR is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the VENDOR takes or suffers any other analogous action in consequence of debt;
 - (b) if the VENDOR assigns or transfers the Contract or any right or interest therein in violation of the provision of clause on Assignment; or
 - (c) if the VENDOR, in the judgment of the MPCB has engaged in Fraud and Corruption, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.
 - ii. If the VENDOR:
 - (a) has abandoned or repudiated the Contract;
 - (b) has without valid reason failed to commence work on the project promptly;

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- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient materials, services, or labor to execute and complete the Project in the manner specified in the agreed Project Plan furnished under the Scope of Work at rates of progress that give reasonable assurance to the MPCB that the VENDOR can attain Go-Live of the Project by the time for achieving Go-Live as extended;
- (e) If the penalties calculated as per SLA's specified in RFP (Service Level Agreement), exceed twenty five percent (25%) of the monthly payment for continuous 3 months.
- (f) if the VENDOR has engaged in corrupt, fraudulent, collusive, coercive, undesirable or restrictive practice in competing for or in executing the Contract, including but not limited to wilful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.
- (g) if the VENDOR fails to furnish, renew and/or maintain the Performance Security in accordance with this Contract;
- (h) if the VENDOR assigns or transfers the Contract or its rights and obligations under this Contract without the prior written consent of the MPCB;
- (i) if any of the VENDOR's representations and warranties are found to be false and/or misleading; or
- (j) if the VENDOR is in breach of any Applicable Laws.

then the MPCB may, without prejudice to any other rights it may possess under the Contract, give a notice to the VENDOR stating the nature of the default and requiring the VENDOR to remedy the same. If the VENDOR fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the MPCB may terminate the Contract forthwith by giving a notice of termination to the VENDOR that refers to this clause 12 (b) (ii).

- iii. Upon receipt of the notice of termination under clauses 12 (b) (i) or 12 (b) (ii), the VENDOR shall, either immediately or upon such date as is specified in the notice of termination:
 - (a) cease all further work, except for such work as the MPCB may specify in the notice of termination for the sole purpose of protecting that part of the work already executed;

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- (b) deliver to the MPCB all relevant data and documents prepared by the VENDOR as at the date of termination in connection with the services
- iv. In case of termination before Go-Live, MPCB shall be entitled to recover such damages from the VENDOR as decided by MPCB on account of termination.
- v. If the termination takes place after the Go-Live, the VENDOR shall be entitled to be paid the Contract Price attributable for work done. Any sums due to the MPCB from the VENDOR accruing prior to the date of termination shall be deducted from the amount to be paid to the VENDOR under the Contract.
- vi. If the termination takes place before the Go-Live, the cost of completing the Project by the MPCB as per the Contract shall be determined. The sum that the VENDOR is required to pay, pursuant to clause 12 (b) (iv), plus the reasonable costs incurred by the MPCB in the completing the Scope of Work, the VENDOR shall be liable to reimburse such money to the MPCB. The MPCB and the VENDOR shall agree in writing, on the computation described above and the manner in which any sums shall be paid.
- vii. If the termination takes place after Go-Live, the cost of completing the remaining Scope of Work by the MPCB as per the Contract shall be determined. If the pro-rata sum that the VENDOR is entitled to be paid for the operations period, pursuant to clause 12 (b) (v), plus the reasonable costs incurred by the MPCB in the completing the Scope of Work, exceeds the total pro-rata Cost of the Contract due, the VENDOR shall be liable to reimburse such excess money to the MPCB. If such excess is greater than the sums due to the VENDOR for the operations period under clause 12 (b) (v), the VENDOR shall pay the balance to the MPCB, and if such excess is less than the sums due to the VENDOR for the operations period under clause 12 (b) (v), the MPCB shall pay the balance to the VENDOR. The MPCB and the VENDOR shall agree in writing, on the computation described above and the manner in which any sums shall be paid.

(c) Termination Due to Force Majeure

If a Force Majeure event affecting any Party subsists for a continuous period of one hundred eighty (180) days, then either Party may issue a notice of termination to the other Party. Upon receipt of this notice, the Parties shall have a period of thirty (30) days to agree on the manner in which the Contract may be progressed upon cessation of the Force Majeure event and the variations, if any, required to the Contract to address the consequences of the Force Majeure event. If on the expiry of the thirty (30) days period, the Parties fail to arrive at an agreement, either Party may immediately terminate this Contract by written notice to the other Party.

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12. Exit management

- a. The exit management period starts, in case of expiry of Contract, on the date when the Contract comes to an end or in case of termination of Contract, on the date when notice of termination is sent to the VENDOR. The exit management period ends on the date agreed upon by the parties (MPCB & VENDOR) or 2 months after the beginning of the exit management period, whichever is earlier.
- b. Exit Management Plan: The VENDOR shall provide the MPCB with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management. The Plan shall be required to be approved by MPCB. In relation to the Contract as a whole and in relation to Project Implementation, and the Operation and Management:
 - i. A detailed program of the transfer process that could be used in conjunction with a Replacement VENDOR including details of the means to be used to ensure continuing provision of the maintenance services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. plans for the communication with such of the VENDOR sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Chief Minister Helpline operations as a result of undertaking the transfer;
 - iii. Plans for provision of contingent support to MPCB, and newly selected VENDOR for a reasonable period after transfer.
- c. Before the expiry of the exit management period, the VENDOR shall handover complete Data, entire database, logs, process documents, policies, relevant records, manuals, reports and other documents pertaining to the Project and/or all operation and maintenance records and manuals pertaining thereto and complete as defined and decided by the MPCB as on the transfer date.
- d. The VENDOR shall comply with all other requirements as may be prescribed under Applicable Laws to complete the assignment of all the rights, title and interest of the VENDOR free from all Encumbrances absolutely and free of any charge or tax to MPCB or its nominee.
- e. On request by MPCB, the VENDOR shall effect such assignments MPCB may require in favour of MPCB, in relation to any equipment, maintenance or warranty service provision contract between VENDOR and third party lessors, Agencies, and which are related to the services and reasonably necessary for the carrying out of replacement of services by MPCB.

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- f. The responsibility shall lie with the existing VENDOR for the non-chargeable & smooth transition of services to new selected VENDOR, as a part of its exit management. The responsibility of the existing VENDOR shall only cease upon the satisfaction of the MPCB.
- g. All expenses occurred during hand over shall be borne by the VENDOR.
- h. That on the expiry of this clause, the VENDOR and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, to MPCB.
- i. During the exit management period the VENDOR will allow MPCB or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable MPCB/GoM or its nominated agencies to assess the existing services being delivered.
- j. Before 6 months prior to the contract ending, the VENDOR shall fully train MPCB's staff or any other agency designated by MPCB.
- k. All latest operations & technical manuals, etc. as required by MPCB shall be handed over to MPCB before contract completion/termination.
- l. MPCB shall release the performance security to the VENDOR only after satisfactory Exit Management is achieved as part of the project and VENDOR is obligated to perform all required additional functions to facilitate the same for a smooth transfer of the duties.
- m. After termination notice by the MPCB, the VENDOR shall as soon as possible and within 90 days (of Termination Period) fully train MPCB's staff or any other agency designated by MPCB who is designated to take over the maintenance of the system.
- n. The VENDOR shall be responsible for continuing the maintenance as per the scope of the contract during the Termination period as in the RFP.
- o. The VENDOR shall be responsible for transferring all the knowledge regarding the systems, technically and operationally to enable the new agency/ MPCB to carry out the requisite functions.
- p. MPCB shall release the requisite payments to the VENDOR pursuant to the clause 12 and 13 to the VENDOR only after satisfactory Exit Management is achieved as part of the project and VENDOR is obligated to perform all required additional functions to facilitate the same for a smooth transfer of the duties.

13. Ethics

VENDOR represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee of MPCB/GoM, or the Department or its nominated agencies in connection with this Contract and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value

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is strictly in violation of MPCB/ GoM's standard policies and may result in cancellation of this Contract.

14. Risk Management

VENDOR shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the VENDOR under this Contract. VENDOR shall underwrite all the risk related to its personnel deputed under this Contract as well as all components, tools and any other belongings of the VENDOR or their personnel during the entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. MPCB/ GoM will have no liability on this account.

15. Payment Terms

The payment shall made to the Vendor as per payment terms mentioned in Scope of Work along with applicable GST as per GST laws and rules as applicable at the time. Tax Deduction at Source (TDS) will be deducted at source as per statutory provisions.

16. Invoicing

In respect of its remuneration, the VENDOR shall be eligible to receive payments in accordance with the payment terms. Subject to the specific terms of each Service Level Agreement, the VENDOR shall submit its invoices in accordance with the following principles:

1. MPCB shall be invoiced by the VENDOR per quarter.
2. The invoice along with the deliverables as per the timelines, is required to be submitted by VENDOR, failing which MPCB reserves the right to take appropriate action including asking for resubmission of invoices along with deliverables.
3. MPCB shall be entitled to delay or withhold payment of any invoice or part of it delivered by the VENDOR where MPCB disputes such invoice or part of it provided that such dispute is bona fide. The disputed amount shall be limited to that which is in dispute. The disputed amount shall be settled in manner as decided by MPCB. Any exercise by MPCB under this clause shall not entitle the VENDOR to delay or withhold provision of the Services.
4. Payment for invoices shall be made within stipulated timelines as mentioned in clause 17 of the receipt of Invoice by MPCB upon completion of the said activities as mentioned in the Contract.

17. Changes in the Applicable Laws related to Taxes & Duties

If, after the date of the issuance of LOI or signing of contract, there is any change in the Applicable Laws of India with respect to taxes and duties, then the same shall be borne by the VENDOR except for applicable GST to be paid to VENDOR along with its invoice payment.

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18. Confidentiality

- a) The VENDOR shall not misuse any Information including the name or the logo of Government of Uttar Pradesh
- b) The VENDOR may only disclose Information in the following circumstances:
 - i. With the prior written consent of MPCB.
 - ii. To a member of the VENDOR's Team ("Authorized Person") if:
 - a. The Authorized Person needs the Information for the performance of obligations under this Contract;
- c) The VENDOR shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality Agreement with the members of the VENDOR and VENDOR's team members to the satisfaction of MPCB.
- d) The VENDOR shall notify MPCB promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of MPCB.
- e) The VENDOR shall be liable to fully recompense MPCB for any loss arising from breach of confidentiality. MPCB reserves the right to adopt legal proceedings, civil or criminal, against the VENDOR in relation to a dispute arising out of breach of obligation by the VENDOR under this clause.

The VENDOR shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the Contract for any purpose except strictly for discharging his obligation under the Contract.

19. Project Governance by VENDOR

The VENDOR shall propose a governance model for managing the on-going relationship, contract, operational issues and risks. The governance model shall clearly indicate the participants from VENDOR side, their roles, accountability, and expectations. The VENDOR shall propose a clearly defined escalation matrix for resolution of any issues that the MPCB may have with the operations of Chief Minister Helpline.

20. Contract Duration

The contract duration shall be for a period of 4 Years, which may be extended at least for a period of one year in first instance and further for such period as decided by MPCB with mutual consent of VENDOR on same terms and conditions.

21. Consortium

If the VENDOR is a Consortium, all such firms shall be jointly and severally bound to the MPCB for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the Consortium and receive payments on behalf of the Consortium. The composition or constitution of the Consortium shall not be altered without the prior consent

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of the MPCB. The performance guarantee on behalf of the Consortium shall be submitted by Prime Bidder of the Consortium. The Consortium shall be bound by the Joint Bidding Agreement submitted as part of the Bid.

22. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the MPCB and the VENDOR. The VENDOR, subject to this Contract, has complete charge of the Personnel, if any, performing the Services required of VENDOR under this Contract and shall be fully responsible for the Services performed by them or on their behalf hereunder.

23. Governing Law

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India. The VENDOR shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the VENDOR. The VENDOR shall indemnify and hold harmless the MPCB from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the VENDOR or its personnel, including the Subcontractors and their personnel. The VENDOR shall not indemnify the MPCB to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the MPCB.

Throughout the duration of the Contract, the VENDOR shall comply with the prohibitions in India in relation to the import of goods and services when as a matter of law or official regulation, there is a prohibition on entering into or maintaining commercial relations with the country from where the import is proposed to be made.

The VENDOR shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract, including, without limitation, visas for the VENDOR's and Subcontractor's personnel and entry permits for all imported VENDOR's Equipment. The VENDOR shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the MPCB and that are necessary for the performance of the Contract.

24. Rights and obligations of the MPCB

- (a) Assistance and Services: Unless otherwise specified in the Contract, the MPCB shall:
 - i. If requested by the VENDOR, the MPCB shall use its best endeavors to assist the VENDOR in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the VENDOR or Subcontractors or the personnel of the VENDOR or Subcontractors, as the case may be, to obtain.

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- ii. In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the VENDOR, as specified in the Scope of Work or other parts of the Contract, the MPCB shall use its best endeavors to assist the VENDOR in obtaining such services in a timely and expeditious manner.

25. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

26. Communications

Any communication, approval, notice, report, consent, certificate or request required or permitted to be given or made pursuant to this Contract (“Communication”) shall be in writing in the English/ Hindi language. Unless otherwise specified in the Contract, any such Communication shall be sent by electronic mail, with a physical copy by courier or registered post to the address specified by the Parties. Any Communication sent by electronic mail shall be deemed to have been received on the date of transmission and any notice served by courier or registered post shall be deemed to be received when actually delivered to the address specified by the Parties.

A Party may change its address for Communication hereunder by giving the other Party notice of such change to the address.

27. Effectiveness of the Contract

This Contract shall come into force and effect on the date (the “Effective Date”) _____, 2024.

28. Expiration of the Contract

Unless terminated earlier pursuant to Clause 12, this Contract shall expire at the end of such time period after the Effective Date as applicable as per the Contract, unless extended in accordance with this Contract.

29. Change or Modifications or Variations

- a) Any change or modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Work, may only be made by written agreement between the Parties.
- b) Both the MPCB and the VENDOR may, at any time during the term of the Contract, propose a variation to the Scope of Work and/or any other provision of the Contract (Variation).
- c) No change made necessary because of any default of the VENDOR in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Go-Live.
- d) MPCB Proposed Variation:

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- i. The MPCB may, at any time during the term of the Contract, instruct the VENDOR, by issuing a written notice, to carry out a Variation (a Variation Order). Provided that, the MPCB shall not propose a Variation which is not technically or financially feasible, such feasibility being determined in accordance with Good Industry Practice, or any Variation that constitutes unrelated work;
 - ii. Within ten (10) days of receipt of a Variation Order, the VENDOR shall submit a proposal setting out in sufficient detail the implications of the proposed Variation, including the (a) description of the work required or no longer required; (b) an estimate of the increase or decrease in the Total Value of Contract; (c) the Service Schedule; (d) the Supply Schedule and (e) Payment Schedule;
 - iii. Based on its review of the proposal submitted by the VENDOR, the MPCB may: (a) accept the proposal and the corresponding adjustments to the Total Value of Contract, Services Schedule, Supply Schedule and Payment Schedule; (b) provide its comments on the proposal seeking amendments and/or justification for the implications put forth by the VENDOR; or (c) reject the proposal submitted by the VENDOR and withdraw the Variation Order, within seven (7) days from the date of receipt of the VENDOR's Bid under Clause 30 (d)(ii);
 - iv. If the MPCB accepts the VENDOR's proposal under Clause 30 (d) (ii), it shall issue an instruction identifying the offer that is being accepted and requesting the VENDOR to proceed with the Variation. Upon the MPCB's acceptance of the VENDOR's proposal, the VENDOR shall proceed with the Variation;
 - v. To the extent the MPCB seeks amendments and/or justification in the proposal submitted by the VENDOR, the VENDOR shall incorporate or address, in writing, the MPCB's comments and submit a revised proposal. On approval of the revised Bid in accordance with Clause 30 (d) (iv), the VENDOR shall proceed with the Variation;
 - vi. On implementation of a Variation Order, the VENDOR shall be entitled to the agreed increase in the Total Value of Contract and/or adjustment to the Supply Schedule, Services Schedule or Payment Schedule for carrying out the Variation;
 - vii. Notwithstanding anything to the contrary in this Clause 30, the VENDOR shall be bound to implement any Variation that is necessitated by a change in law.
- e) VENDOR Proposed Variation:
- i. The VENDOR may propose a Variation, which it considers necessary or desirable to improve the quality of the System and Solution to be deployed. While proposing a Variation, the VENDOR shall submit a Bid to the MPCB, with a statement setting out: detailed particulars of the Variation; (b) the work required or no longer required; (c) an estimate of any adjustment in the Total Value of

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- Contract; (d) any adjustment to the Supply Schedule, Services Schedule or Payment Schedule; and (e) any other effect the proposed Variation would have on any other provision of the Contract;
- ii. Based on its review of the Variation proposed by the VENDOR, the MPCB may: (a) confirm the Variation; (b) provide its comments on the proposed Variation; or (c) reject the proposed Variation, while giving reasons in writing for such rejection, within seven (7) days of the submission of the proposal for a Variation. Upon the MPCB's acceptance of the proposed Variation, the VENDOR shall proceed with the Variation;
 - iii. To the extent the MPCB seeks amendments in the proposed Variation, the VENDOR shall incorporate or address, in writing, the MPCB's comments and submit a revised proposal. On approval of the revised proposal in accordance with Clause 30 (e) (ii), the VENDOR shall proceed with the Variation;
 - iv. If the Parties are unable to reach agreement regarding the terms of a Variation Order, such disagreement shall be resolved pursuant to clause 7.
- f) For estimating the cost of variation, the VENDOR will be required to provide man-month estimation for the variation. The variation could be change in any functionality, any additional functionality or any integration with third party, which may be considered as Change Request / Variation only if deems fit to MPCB. The man-month efforts quoted by the VENDOR and man-month rates as per MahaIT IT Manpower GR as amended from time to time.
 - g) Notwithstanding anything contained in this clause 30, a Variation made necessary due to any act, omission or default of the VENDOR in the performance of its obligations under the Contract will not result in any increase in the Total Value of Contract or extension of any Deliverable Due Date.
 - h) No Variation invalidates the Contract. The VENDOR agrees that a Variation may involve the omission of any part of the Scope and further, the VENDOR agrees that the MPCB may engage others to perform that part of the Scope which has been omitted. The VENDOR further acknowledges that any omission or omissions will not constitute a basis to allege that the MPCB has repudiated the Contract no matter the extent or timing of the omission(s).
 - i) Notwithstanding anything contained in this clause 30, the MPCB shall not agree to any Variation if: (i) the VENDOR seeks any Variation in its obligations which is due to any shortcoming or deficiency in the documents provided by the VENDOR; (ii) the Variation relates to repeat performance of the Project due to the VENDOR's failure to comply with the MPCB's requirements; or (iii) escalation in the cost of equipment, materials or the work force for any reason.

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- j) If due to any reason the VENDOR and MPCB are not able to finalize a change in the system (ex: including a hardware component or a software functionality which was not anticipated earlier), the MPCB reserves a right to get the change executed by any other third party. However, the component or functionality being a part of the comprehensive system, the original VENDOR shall have obligation to support any integration effort required whatsoever and extend full co-operation to the third party and the MPCB.
- k) The unit rates as indicated in the Contract shall be fixed during the VENDOR's performance of the Contract and shall not be subject to increase on any account for any variation order during the currency of the Contract.

30. Indemnity and Limitation of Liability

(b) VENDOR's indemnity

The VENDOR must indemnify and hold harmless the MPCB and the MPCB's staff, their Affiliates and directors of their Affiliates (each a "MPCB Indemnified Party") from and against any and all claims and losses suffered or incurred by the MPCB Indemnified Party, including claims by a third party, arising out of:

- i. any failure of the VENDOR to pay taxes or any statutory dues;
- ii. any non-compliance or violation of Applicable Law or applicable permits by the VENDOR;
- iii. breach of the VENDOR's representations and warranties set out in the Contract;
- iv. bodily injury, sickness or death of any person whatsoever engaged by VENDOR, MPCB or any of their subcontractor on the site during duty hours;
- v. breach of the VENDOR's obligations under the Contract;
- vi. physical damage to the Project Office or any property therein;
- vii. loss of or physical damage to property of any third party; or
- viii. infringement of the Intellectual Property Rights of any third party by the VENDOR under the Contract.

- (c) On receipt of a notice of any claim, which would entitle any Party ("Indemnified Party") to claim indemnification from the other Party ("Indemnifying Party"), the Indemnified Party shall, within a reasonable time, provide a written notice of the claim to the Indemnifying Party along with all the documents available with it in respect of the claim, specifying in detail the claim, the amount claimed by the third party, the date on which the claim arose and the nature of the default to which such claim relates (including a reference to the applicable provision of the Contract) and the Indemnifying Party shall settle the claim accordingly. The Indemnifying Party shall be entitled to but not obliged to participate in and control the defence of any such suit, action or proceeding at its own expense or direct the Indemnified Party to defend such claim, at the cost of the

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Indemnifying Party. If the Indemnifying Party elects to control the defence of any such suit, action or proceeding, the Indemnified Party shall render all necessary assistance for the purposes of enabling the Indemnifying Party to take the action referred to in this clause. The Indemnifying Party may also request the Indemnified Party, at the cost of the Indemnifying Party to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against the third party the Indemnifying Party's rights in relation to the matter and in connection with proceedings related to the matter, use reputable advisers and lawyers chosen by the Indemnifying Party. The Indemnified Party shall not settle any such suit, action or proceeding without the prior written consent of the Indemnifying Party.

- (d) The Indemnifying Party agrees and acknowledges that it shall fully indemnify the Indemnified Party for all amounts paid and/or costs incurred by the Indemnified Party in accordance with this clause.
- (e) Unless otherwise specified in the Contract, neither Party shall be liable to the other Party for any kind of indirect, punitive or consequential loss or damage or for any economic loss, loss of profit, loss of revenue, loss of use or business interruption which may be suffered by the other Party in connection with this Contract, except for losses caused by the fraud or willful misconduct of the Party.
- (f) The Party entitled to the benefit of an indemnity under this clause shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.
- (g) The obligation to indemnify stipulated in this clause is:
 - i. continuing, separate and independent obligation of the Parties from their other obligations and shall survive the termination of this Contract; and
 - ii. shall not be limited or reduced by any insurance, except to the extent that the proceeds of any such insurance are capable of being applied to reduce claims made against the affected Party.
- (h) For the purpose of this clause (i) "claim" means any claim, liability, proceeding, cause of action, action, suit, demand at law or in equity, in each case brought against either Party (including by any third party); and (ii) "loss" means all losses (excluding consequential losses, indirect losses and loss of profit), damages, liabilities, fines, interest, awards, penalties, costs (including, reasonable legal costs, lawyers' and arbitrators' fees), charges and expenses of whatever nature or howsoever occasioned including any of the above suffered by the non-defaulting Party or a third party as a result of any act or omission in the course of or in connection with the performance, non- performance or deficiency in the performance of obligations under this Contract.

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31. Liability of the VENDOR

Subject to the exclusions set out in the Contract, the overall liability of the VENDOR and the MPCB under this Contract shall not exceed the Contract Price, provided that this limitation shall not apply to any obligation of the VENDOR to indemnify the MPCB with respect to intellectual property rights infringement.

32. Insurance to be Taken out by the VENDOR

- (a) The VENDOR shall at its expense take out and maintain in effect the requisite insurance, or cause to be taken out and maintained in effect, during the performance of the Contract. The identity of the insurers and the form of the policies shall be subject to the approval of the MPCB, who should not unreasonably withhold such approval.
- (b) All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.
- (c) The VENDOR shall deliver to the MPCB certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.
- (d) If the VENDOR fails to take out and/or maintain in effect the insurance referred to in this clause, the MPCB may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the VENDOR under the Contract any premium that the MPCB shall have paid to the insurer or may otherwise recover such amount as a debt due from the VENDOR.
- (e) Unless otherwise provided in the Contract, the VENDOR shall prepare and conduct all and any claims made under the policies effected by it pursuant to this clause 36, and all monies payable by any insurers shall be paid to the VENDOR. The MPCB shall give to the VENDOR all such reasonable assistance as may be required by the VENDOR in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the MPCB's interest is involved, the VENDOR shall not give any release or make any compromise with the insurer without the prior written consent of the MPCB. With respect to insurance claims in which the VENDOR's interest is involved, the MPCB shall not give any release or make any compromise with the insurer without the prior written consent of the VENDOR.

33. Accounting and Auditing

- (a) The VENDOR shall keep accurate and systematic accounts and records in respect of the Services required of VENDOR under this Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs and the basis thereof.
- (b) The VENDOR shall permit, the MPCB and/or persons appointed by the MPCB to inspect all accounts and records relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the MPCB, if requested by the

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MPCB. Any act intended to materially impede the exercise of the MPCB's inspection and audit rights provided for under this clause shall constitute a material breach of the Contract, which would give the MPCB the right to terminate the Contract.

34. Confidential Information

- (a) The "Receiving Party" (either the MPCB or the VENDOR) shall keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.
- (b) For the purposes of clause 35 (a), the VENDOR is also deemed to be the Receiving Party of Confidential Information generated by the VENDOR itself in the course of the performance of its obligations under the Contract and relating to the businesses, finances, MSIs, employees, or other contacts of the MPCB or the MPCB's use of the System.
- (c) The obligation of a party under clause 35 (a) through 35 (b) above, however, shall not apply to that information which:
 - i. now or hereafter enters the public domain through no fault of the Receiving Party;
 - ii. can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
 - iii. otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.
- (d) The above provisions of this clause 35 shall not in any way modify any undertaking of confidentiality given by either of the Parties to this Contract prior to the date of the Contract in respect of the System or any part thereof.
- (e) The provisions of this clause 35 shall survive the termination, for whatever reason, of the Contract.

35. Transfer of Data

The VENDOR shall transfer all the data and documents to the MPCB including IP rights of CM Helpline on expiry or termination of the Contract. The ownership of the software, information technologies enabled system, materials, equipments, hardware shall lie with VENDOR after expiry or termination of the Contract as the case may be.

36. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

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37. Branding and Prohibited Use

The VENDOR shall not use project name or project facility for branding of the project. The VENDOR shall not allow use of the project or project premises in any manner to be misused for purposes other than those intended in the RFP and this Contract. In case of such misuse, MPCB shall be entitled to take appropriate actions against VENDOR including termination of the Contract and VENDOR shall be liable for paying damages as decided by the MPCB at its discretion.

38. Assignment

- (a) Except as expressly permitted in the Contract, the VENDOR shall not be entitled to divest, transfer, assign or novate all or substantially all of its rights, interests, benefits and obligations under the Contract, without the prior written consent of the MPCB.
- (b) The MPCB shall be entitled to assign, transfer or novate its rights and obligations under the Contract or any part thereof to any third party or to an affiliate, without the requirement of any further consent from the VENDOR, provided that where such assignment is made to a third party, the MPCB shall use its best efforts to ensure that the third party to whom the benefits and obligations under the Contract or any part thereof has been assigned, has the necessary financial capability to comply with the obligations under the Contract.

39. Representation and Warranties

- (a) MPCB's Representations and Warranties

The MPCB makes the following representations and warranties to the VENDOR:

- It has been incorporated under the laws of India and is validly existing under those laws;
- It has power to enter into this Contract and comply with its obligations under it;
- This Contract and the transactions under it do not contravene its constituent documents or any Applicable Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;
- It has in full force and effect the authorizations necessary for it to enter into this Contract and the transactions under it; and
- Its obligations under this Contract are valid and binding and are enforceable against it in accordance with the terms of this Contract.

- (b) VENDOR's Representations and Warranties

The VENDOR makes the following representations and warranties to the MPCB:

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- It has been incorporated/registered as a company/firm under the laws of [Insert country of incorporation/registration] and is validly existing under those laws;
- It has power to enter into this Contract and comply with its obligations under it;
- This Contract and the transactions under it do not contravene its constituent documents or any applicable law of its jurisdiction or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;
- It has in full force and effect the authorizations necessary for it to enter into this Contract and the transactions under it;
- Its obligations under this Contract are valid and binding and are enforceable against it in accordance with the terms of this Contract;
- It is not in breach of any Applicable Law in a way which may result in a material adverse effect on its business or financial condition;
- There is no pending or threatened proceeding affecting the VENDOR or any of its assets that would affect the validity or enforceability of this Contract, the ability of the VENDOR to fulfil its commitments under this Contract, or that could have a material adverse effect on the business or financial condition of the VENDOR;
- It has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under the Contract;
- It has the necessary skill and experience to perform the Services in accordance with this Contract;
- It owns or has the right to use all Intellectual Property Rights in relation to the Services and the Deliverables to be provided under this Contract;
- The performance of the Services shall not infringe the Intellectual Property Rights of any third party and that the VENDOR has not received notice of any claim, and is not aware of any facts or circumstances that may give rise to such claim;
- It will perform its obligations under the Contract and conduct its business with a high level of integrity which is reasonably expected of an international contractor of similar size and profile, conducting a similar

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line of business, and will not engage in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practices; and

- Without prejudice to any express provision contained in the Contract, the VENDOR acknowledges that prior to the execution of the Contract, the VENDOR has after a complete and careful examination made an independent evaluation of the Technical Requirements and any information provided by or on behalf of the MPCB and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the VENDOR in the course of performance of its obligations hereunder.

40. Limitation of Liability

Provided the following does not exclude or limit any liabilities of either Party in ways not permitted by applicable law:

- (a) the VENDOR shall not be liable to the MPCB, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the VENDOR to pay liquidated damages to the MPCB; and
- (b) the aggregate liability of the VENDOR to the MPCB, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the VENDOR to indemnify the MPCB with respect to intellectual property rights infringement.

41. Intellectual Property Rights Warranty

The VENDOR hereby represents and warrants that:

- (a) the Project as supplied, installed, tested, and accepted; and
- (b) use of the Project in accordance with the Contract;

do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the Contract. Without limitation, the VENDOR shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the system.

42. Intellectual Property Rights Indemnity

- (a) The VENDOR shall indemnify and hold harmless the MPCB and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the MPCB or its employees or

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officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:

- i. installation of the system by the VENDOR or the use of the system, including the materials, in India where the site is located;
 - ii. copying of the software and materials provided the VENDOR in accordance with the Contract; and
- (b) Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other goods or services not supplied by the VENDOR, where the infringement arises because of such association or combination and not because of use of the System in its own right.
- (c) Such indemnities shall also not apply if any claim of infringement
- i. is a direct result of a design mandated by the MPCB Scope of Work and the possibility of such infringement was duly noted in the VENDOR's Bid; or
 - ii. results from the alteration of the system, including the materials, by the MPCB or any persons other than the VENDOR or a person authorized by the VENDOR.
- (d) If any proceedings are brought or any claim is made against the MPCB arising out of the matters referred to in 46(a), the MPCB shall promptly give the VENDOR notice of such proceedings or claims, and the VENDOR may at its own expense and in the MPCB's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the VENDOR fails to notify the MPCB within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the MPCB shall be free to conduct the same on its own behalf. Unless the VENDOR has so failed to notify the MPCB within the twenty-eight (28) days, the MPCB shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The MPCB shall, at the VENDOR's request, afford all available assistance to the VENDOR in conducting such proceedings or claim and shall be reimbursed by the VENDOR for all reasonable expenses incurred in so doing.

- (e) Such indemnities shall not apply:
- i. if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the VENDOR;
 - ii. to the extent that any claim of infringement is caused by the alteration, by the VENDOR, or any persons contracted by the VENDOR, of the design, data, drawing, specification, or other documents or materials provided to the VENDOR by the MPCB or any persons contracted by the MPCB.

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43. Performance Security

The VENDOR shall furnish to the MPCB the Performance Security in the format set out in **Appendix 14**, from a nationalized/ scheduled commercial bank in India, to secure the performance of its obligations under the Contract. The Performance Security shall be for an amount specified in the RFP. The Performance Security shall be for 5% of the Total Value of Contract.

The Performance Security shall be issued by a nationalized / Scheduled Commercial bank in India and acceptable to the MPCB. The Performance Security shall be valid until a date 90 days beyond the expiry date of Contract.

The provision, maintenance or renewal of the Performance Security by the VENDOR in accordance with the terms of the Contract, shall be a condition precedent to any payment by the MPCB to the VENDOR.

If the validity period of the Performance Security is less than the period specified in above paragraph, then no later than thirty (30) days before the expiry of the Performance Security, the VENDOR shall obtain an extension of the validity of such Performance Security and provide the MPCB with a copy of the renewed security. If the VENDOR fails to extend the Performance Security, the MPCB shall be entitled to draw on and claim the un-drawn amount thereunder, provided that the amount so received shall be treated as a cash security and to the extent that there are no outstanding claims, shall be released upon submission of a new Performance Security acceptable to the MPCB.

If the Performance Security is or becomes invalid for any reason during the term of the Contract, the VENDOR shall immediately notify the MPCB and provide the MPCB with a replacement Performance Security within five (5) days of the earlier Performance Security becoming invalid.

The MPCB shall make a claim under the Performance Security, including for amounts to which the MPCB is entitled under the Contract in the event of:

- i. failure by the VENDOR to extend the validity of the Performance Security on extension of the validity of the Contract, in which event the MPCB may claim the full amount of the Performance Security;
- ii. failure by the VENDOR to pay the MPCB an amount due, as either agreed or determined pursuant to the dispute resolution process specified in the Contract, within forty two (42) days after determination of the dispute;
- iii. failure by the VENDOR to pay any damages due to the MPCB under the Contract;
- iv. failure by the VENDOR to pay any amounts that are due to the MPCB on termination of the Contract;
- v. the VENDOR engaging in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practice.

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44. Liquidated Damages:

Liquidated Damages shall be applicable to the project implementation timelines of Scope of Work. Liquidated damages on the account of delay by VENDOR shall be at 0.05 percent per week of the delay of the contract value. This LD shall be levied while making first quarter payment. If the project is delayed by more than 4 weeks, the MPCB shall have right to take appropriate actions including termination of the contract and forfeiture of Performance Security.

45. Intellectual Property Rights in Developed Works:

MPCB shall exclusively own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Agreement, including but not limited to all processes, software, technology, methodologies, process improvements, ideas, concepts, products, specifications, reports and other documents which have been newly created and developed by VENDOR or its Subcontractor solely during the performance of Services/execution of the Agreement (hereinafter "Developed Works") and for the purposes of inter-alia use during the Project. VENDOR shall have no rights in such Developed Materials and undertakes to promptly disclose to the MPCB all such Intellectual Property Rights/Developed Materials created during the performance of the Services/Works. VENDOR shall promptly assign, completely and in writing to MPCB any such Developed Works and shall execute all such agreements/documents and obtain all permits and approvals that may be necessary to perfect MPCB's rights in the Developed Works. It is a fundamental provision of the Agreement that VENDOR will not violate or breach any Intellectual Property Rights of the MPCB. VENDOR shall not use or provide unauthorized access to the Developed Works to any other party or breach any of the confidentiality of these Developed Works. In case the VENDOR does so; the MPCB shall have the right to terminate the Agreement forthwith and seek injunctive and other equitable reliefs including financial compensation to the extent MPCB considers appropriate.

In the event VENDOR's Intellectual Property Rights are embedded in the Deliverables, VENDOR grants to MPCB an exclusive, transferable, irrevocable, royalty free and perpetual license for the MPCB's use of the same as part of the Deliverables in which they are embedded. Nothing contained in this Agreement shall be construed to deny the MPCB any right to use or exploit such VENDOR's Intellectual Property Rights in its stand-alone form separate and apart from the Deliverables.

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Section 5. Formats

Appendix 1: Bid Submission Form

[On the Letter head of the Bidder/Lead Member]

Location

Date:

To:

The Member Secretary,
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. PVR Cinema, Sion Circle
Sion (E), MUMBAI – 22
Ph: 022-24014701
Fax: 022-24024068

Ref: Selection of Vendor for Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation.

Dear Sir:

We, the undersigned, offer to provide the Services of VENDOR for Selection of Vendor for Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation, in accordance with your Request for Proposal dated **[Insert Date]**. We are hereby submitting our Bid, which includes the our Technical Bid and Financial Bid.

We hereby declare that:

- (a) MPCB will be relying on the information provided in the Bid and the documents accompanying the Bid for the selection of the VENDOR. All the information and statements made in this Bid are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification by the MPCB.
- (b) All documents accompanying our Bid are true copies of their respective originals. We will make available to the MPCB any additional information it may find necessary or require to authenticate or evaluate the Bid.
- (c) Our Bid shall be valid and remain binding upon us for the period of 180 days.
- (d) We have no conflict of interest in accordance with the RFP.
- (e) We and our Affiliates are not submitting more than one or separate Bids.
- (f) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.

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- (g) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall inform the MPCB of the same immediately.
- (h) We meet the Eligibility Criteria and all other requirements of the RFP and are qualified to submit a Bid, We or our Affiliates have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in the RFP. We undertake to continue to abide by and ensure that our Personnel comply with the MPCB's policy with regard to corrupt and fraudulent practices as per RFP.
- (i) We or our Affiliates, suppliers, or service providers for any part of the Contract, are not subject to any temporary suspension and have not been barred by any state/Central Government in India.
- (j) In the last 3 (three) years, we or our Affiliates have neither been expelled from any project or contract by any state government or Central government in India for breach on our part.
- (k) We hereby certify and confirm that we are not barred or blacklisted by any Central / State Government Department/Agency In India or Central / State PSUs in India in the last 3 years from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the date of submission of Bid.
- (l) If we are selected as VENDOR, we undertake the Contract as prescribed in the and agree not to seek any changes in the aforesaid form and agree to abide by the same.
- (m) We have carefully analyzed the RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the MPCB or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
- (n) Our Financial Bid has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the Technical Requirements, the draft Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Work.
- (o) We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the MPCB in connection with the evaluation of the Bids, selection of the Bidder, or in respect of this Project and the terms and implementation thereof.
- (p) We acknowledge the right of the MPCB to reject our Bid without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (q) We acknowledge the right of the MPCB to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Bidders and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

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- (r) We undertake, if our Bid is accepted and the Contract is signed, to initiate the Services no later than the date indicated in the RFP.
- (s) We shall make available to the MPCB any additional information it may deem necessary or require for supplementing or authenticating the Bid.
- (t) We undertake, if our Bid is accepted and the Letter of Intent (LoI) is issued and accepted by us, the LoI along with RFP conditions shall be construed as binding contract between MPCB and us till a formal contract is signed.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

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Appendix 2: General Information about the Bidder and Consortium Members

(To be submitted on the letterhead of the Bidder/Lead Member)

[All individual firms that are bidding must complete the information in this form].

Details of the Bidder (Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Bidding Entity (Public Ltd/Pvt. Ltd/Partnership/LLP)	
4.	Details of Incorporation of the Company	Date:
		Ref. #
5.	Details of Commencement of Business	Date:
		Ref. #
6.	Permanent Account Number (PAN)	
7.	GST Identification Number	
8.	Name & Designation of the contact person to whom all references shall be made regarding this RFP	
9.	Telephone No. (with STD Code): Mobile Number:	
10.	E-Mail of the Bidder:	
	E-Mail of the Authorized Representative:	
11.	Fax No. (with STD Code):	
12.	Website	

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Appendix 3: Format for Power of Attorney for Authorized Representative

(To be Executed as per Applicable Laws)

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr. / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for appointment as VENDOR for for Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation, including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the MPCB, representing us in all matters before the MPCB, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the MPCB in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us until the entering into of the Contract with the MPCB.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

The Power of Attorney will continue to be valid so long as the said Authorized Representative is in the employment of the Company.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yyyy’ format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Accepted

[Signature]

[Name]

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[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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Appendix 4: Pre-Qualification Evaluation Checklist

Bidder is required to fill the below mentioned form. Bidder is required to clearly highlight the page numbers as per the requirements asked the RFP Evaluation Criteria in their bid submission. **The Bidder are advised to clearly specify the page numbers and highlighted clause(s) required for evaluation.**

Sr. No.	Type	Eligibility Criterion	Documentary Evidence	Document Submitted (Y/N)	Pg No. From-To
1.	Company Profile	<p>a) The Bidder should be a legal entity registered in India and in operations for a period of at least last 5 (five) years as on last date of submission of bid.</p> <p>The Bidder should be: A company registered under Indian Companies Act, 1956/2013, as amended from time to time. OR A partnership firm registered under Indian Partnership Act, 1932, as amended from time to time. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008, as amended from time to time</p>	<ul style="list-style-type: none"> • Certificate of Registration/ Incorporation under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability partnership Act 2008, as the case may be, as amended from time to time. • Memorandum and Articles of Association. • ITR of last 5 FYs (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) along with CA/Statutory Auditor's Certificate for business operations continuity for FY 2023-24. • Copy of valid GST • Copy of Pan Card 		
2.	Company Financials - Turnover	<p>The Bidder should have minimum average annual turnover of INR 2.5 crore from IT / SCADA based project with Software Application Development and Maintenance in last three financial years - FY 2020-21 2021-22 and 2022-23.</p>	<ul style="list-style-type: none"> • Audited financial statements for last three financial years - FY 2020-21 2021-22 and 2022-23; • Statutory auditor's certificate / Chartered Accountant certificate clearly specifying the annual turnover for the specified years. 		

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Sr. No.	Type	Eligibility Criterion	Documentary Evidence	Document Submitted (Y/N)	Pg No. From-To
3.	Company Financials - Net worth	The Bidder should have positive Net Worth for past three years	Statutory auditor's certificate / Chartered Accountant certificate clearly specifying the Net worth for the specified year. Certificate from Statutory Auditor / Chartered Accountant specifying the provisional Net worth (FY 2022-23).		
4.	Anti Blacklisting/ Barring	Bidder (all members in case of consortium) should not have been blacklisted/ barred by any Government (State / Central / UT) or its Department, Central or State Public Sector Unit in India as on last date of submission of bid.	The Bidder shall provide: <ul style="list-style-type: none"> Self – declaration form as per Appendix 8 certifying that the Bidder is not Blacklisted. 		
5.	Experience Data acquisition, monitoring and reporting tool	The Bidder should have executed similar kind of work in 'supply & maintenance of software for Real time data acquisition, monitoring, reporting tool and its hosting ', in India, in last 5 years from the last date of submission of the bid, for Government (State / Central / UT) or its Department, Central or State Public Sector Unit, as per below:	<ul style="list-style-type: none"> Letter of Intent/ Work Order/Contract Client Certificate for successful execution/ completion of the project <p>OR</p> <p>In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p>		
		Number of similar projects executed	Above should be counter signed by authorized signatory of the bidder.		

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Sr. No.	Type	Eligibility Criterion	Documentary Evidence	Document Submitted (Y/N)	Pg No. From-To										
		<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">One Similar Project</td> <td style="width: 50%;">40 Lakhs</td> </tr> <tr> <td style="text-align: center;">OR</td> <td></td> </tr> <tr> <td>Two Similar Projects</td> <td>25 Lakhs</td> </tr> <tr> <td style="text-align: center;">OR</td> <td></td> </tr> <tr> <td>Three Similar Projects</td> <td>20 Lakhs</td> </tr> </table>	One Similar Project	40 Lakhs	OR		Two Similar Projects	25 Lakhs	OR		Three Similar Projects	20 Lakhs			
One Similar Project	40 Lakhs														
OR															
Two Similar Projects	25 Lakhs														
OR															
Three Similar Projects	20 Lakhs														
6.	Mobile Application Experience	<p>Bidder should have experience in developing at least 1 mobile application for 'Real time data acquisition, monitoring and reporting' and should have deployed the mobile application in play store & IOS app store for any Government (State / Central / UT) or its Department, Central or State Public Sector Unit, in India, in last 5 years from the last date of submission.</p>	<ul style="list-style-type: none"> • Letter of Intent/ Work Order/Contract • Client Certificate for successful execution/ completion of the project. 												
7.	EPF, ESI and GST Registration	<p>The Bidder should be registered with EPF Organization and/or ESI Organization.</p> <p>The Bidder (should have valid GSTIN)</p>	<ul style="list-style-type: none"> • EPF and ESI registration certificate. • GSTIN registration certificate. 												

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Appendix 5: Format for Certifying that Bidder are not Blacklisted

(on the letter head of the Bidder and signed by its authorized signatory)

I M/s., (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we are not barred or blacklisted/barred by any Government (State / Central / UT) or its Department, Central or State Public Sector Unit in India as on last date of submission of bid, in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the last date of Bid submission.

We further confirm that we are aware our Bid for the Selection of Vendor for Renewal of Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated thisDay of _____, 2024.

NAME OF THE BIDDER

..... **SIGNATURE OF THE AUTHORISED PERSON**

..... **NAME OF THE AUTHORISED PERSON**

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Appendix 6: Financial Qualification of The Bidder

(Bidders, including each member of a Consortium, shall provide financial information to demonstrate that they meet the requirements stated in the RFP. Each Bidder or member of a Consortium shall complete this form. A copy of the audited balance sheets and profit and loss statement shall be attached.).

Name of Bidder:

Sr. No.	Financial Year (FY) (Beginning from 1 st April of preceding year and Ending on 31 st March of Succeeding Year)	Annual Turnover (INR Crore)	Net Worth of the Bidder (INR)	Net Profit of the Bidder (INR)
1.	Financial Year 2020-21		NA	
2.	Financial Year 2021-22		NA	
3.	Financial Year 2022-23		As on March 2023	

Note:

1. The Bidder shall attach copies of the balance sheets and profit and loss statement or financial statements or audited annual reports for each of the Financial Years along with certificate from Statutory Auditor/CA clearly specifying the Turnover & Net worth as mentioned in the criteria.

Date:

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Appendix 7: Technical Criteria – Qualifying Projects

[Use a separate sheet for each contract]

The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format. Documentary proofs provided elsewhere (not below the details of the citation format) may not be considered by the MPCB for evaluation.

Name of Bidder or member of a Consortium:

Project Title:			
(Attach separate sheet for each Project)			
Name of Client		Address	
*Type of Client (Govt./Semi government/Private/Banks/PSU)		Order Value of the Project (in Crores) (INR)	
In case of Consortium / JV experience - 1. role of Consortium Member, 2. shareholding in the project, 3. Order value as per the consortium shareholding			
Duration of the Assignment		Start Date (month/year):	
		End Date (month/year):	
	Name		
	Designation		

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Project Title:		
Referrals (Client side): Provide one referral only	Role in the Project:	
	Contact Number	
	Email Id	
Brief Description of Project:		

(Name and Signature of Authorized Signatory)

Note:

1. For each Eligible Assignment, the Bidder should indicate the duration of the assignment, the contract amount.
2. Bidders are expected to provide information in respect of each Eligible Assignment in this Appendix. Each Eligible Assignment must comply with the requirements set out in the RFP.
3. For each completed Eligible Assignment, work order and the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished.
4. For each ongoing Eligible Assignment, the work order and certificate issued by the client certifying the stage of completion of the assignment by the Bidder should be furnished. The MPCB reserves the right to ask for documentary proofs for the claims made with regard to technical eligibility and work experience at any stage of bid process or for the selected Bidder, any time thereafter.
5. The MPCB reserves all rights to verify the authenticity of experience related certificates or any other certificates submitted by the Bidder, at any stage of bid process or even thereafter. In case of finding any fraudulent practice during verification, the client shall reject the bid or terminate the contract.

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Appendix 8: Non-Disclosure Declaration

(To be provided on non-judicial stamp paper of INR 100)

(To be provided by successful bidder at time of agreement signing)

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for RFP _____ [RFP Name]" (hereinafter called the said RFP') to MPCB, hereinafter referred to as 'MPCB' and, WHEREAS, the Bidder is aware and confirms that the MPCB's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the MPCB in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the MPCB, NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the MPCB's grant to the Bidder of specific access to MPCB's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions. It is hereby agreed as under:

1. The confidential information to be disclosed by the MPCB under this Declaration ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the MPCB. We also hereby agree that this disclosure will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.
2. Confidential Information does not include information which:
 - (a) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b) information in the public domain as a matter of law;
 - c) is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d) the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e) is released from confidentiality with the written consent of the MPCB.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the RFP process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such

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Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a) to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - b) to only make copies as specifically authorized by the prior written consent of the MPCB and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c) to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause;
 - d) to treat Confidential Information as confidential unless and until MPCB expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the RFP process or thereafter may require the Bidder's personnel to be present on premises of the MPCB or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the MPCB while on or off premises of the MPCB. It is understood that it would be impractical for the MPCB to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidders confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.
5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
6. Confidential Information shall at all times remain the sole and exclusive property of the MPCB. Upon completion of the RFP process and/or termination of the contract or at any time during its currency, at the request of the MPCB, the Bidder shall promptly deliver to the MPCB 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 Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the MPCB. Without prejudice to the above the Bidder shall promptly certify to the MPCB, due and

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complete destruction and return. Nothing contained herein shall in any manner impair rights of the MPCB in respect of the Confidential Information.

7. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the MPCB to enable the MPCB to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the MPCB. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.
8. The Bidder agrees to indemnify the MPCB against any and all losses, damages, claims, or expenses incurred or suffered by the MPCB as a result of the Bidder's breach of this declaration.
9. The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this declaration may cause the MPCB irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the MPCB shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the MPCB shall deem appropriate. Such right of the MPCB shall be in addition to Remedies otherwise available to the MPCB at law or in equity.
10. Notwithstanding any other provisions of this declaration, the obligations of confidentiality of the information shall survive the termination or expiration of this declaration.

For and on behalf of:

(Bidder)

Authorized Signatory Office Seal:

Name:

Place:

Designation:

Date

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Appendix 9: Technical Criteria Evaluation Checklist

Bidder is required to fill the below mentioned form. Bidder is required to clearly highlight the page numbers and the requirements asked as part of the RFP Evaluation Criteria in their bid submission.

Sr. No.	Evaluation Criteria	Max. Marks	Documents Required for Evaluation	Document Submitted (Y/N)	Pg No From-To		
1	Financial Strength (Turnover)						
1.1	The Bidder should have minimum average annual turnover (AAT) of INR 2.5 crore from IT / SCADA based project with Software Application Development and Maintenance in last three financial years - FY 2020-21 2021-22 and 2022-23. AAT < INR 2.5 Crore: Disqualified INR 2.5 Crore ≤ AAT < INR 3 Crore: 5 Marks INR 3 Crore ≤ AAT < INR 3.5 Crore: 10 Marks INR 3.5 Crore ≤ AAT < INR 4 Crore: 15 Marks AAT ≥ INR 4 Crore: 20 Marks	20	<ul style="list-style-type: none"> Audited financial statements for last three financial years - FY 2020-21 2021-22 and 2022-23; Statutory auditor's certificate / Chartered Accountant certificate clearly specifying the annual turnover for the specified years. 				
1.2	The Bidder should have positive Net-Worth as on 31st March 2023 More than 0 and less than or equal to Rs. 1 Crore: 0 Marks More than Rs. 1 Crore and less than or equal to Rs. 5 Crores: 02 Marks More than Rs. 5 Crores: 05 Marks	05	<ul style="list-style-type: none"> Statutory auditor's certificate / Chartered Accountant certificate clearly specifying the Net worth for the specified year. Certificate from Statutory Auditor / Chartered Accountant specifying the provisional Net worth (FY 2022-23). 				
2	Similar Project Experience						
2.1	The Bidder should have executed similar kind of work in 'supply & maintenance of software for Real time data acquisition, monitoring, reporting tool and its hosting ', in India, in last 5 years from the last date of submission of the bid, for any Government (State / Central / UT) or its Department, Central or State Public Sector Unit, as per below:	20	<ul style="list-style-type: none"> Letter of Intent/ Work Order/Contract Client Certificate for successful execution/ completion of the project <p>OR</p> <p>In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment</p>				
	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">Number of similar projects executed</td> <td style="text-align: center;">Minimum Project Value per project, meeting the criteria (in INR, excluding GST)</td> </tr> </table>	Number of similar projects executed	Minimum Project Value per project, meeting the criteria (in INR, excluding GST)				
Number of similar projects executed	Minimum Project Value per project, meeting the criteria (in INR, excluding GST)						

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Sr. No.	Evaluation Criteria	Max. Marks	Documents Required for Evaluation	Document Submitted (Y/N)	Pg No From-To																						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">One Similar Project</td> <td style="width: 50%;">40 Lakhs</td> </tr> <tr> <td colspan="2" style="text-align: center;">OR</td> </tr> <tr> <td>Two Similar Projects</td> <td>25 Lakhs</td> </tr> <tr> <td colspan="2" style="text-align: center;">OR</td> </tr> <tr> <td>Three Similar Projects</td> <td>20 Lakhs</td> </tr> </table> <p>Total Project Value of maximum any three projects submitted meeting the Criteria:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Total Project Value</th> <th style="width: 50%;">Marks</th> </tr> </thead> <tbody> <tr> <td>< 40 Lakhs</td> <td style="text-align: center;">Disqualified</td> </tr> <tr> <td>>= 40 lakhs and < 60 Lakhs</td> <td style="text-align: center;">05 marks</td> </tr> <tr> <td>>= 60 Lakhs and < 80 Lakhs</td> <td style="text-align: center;">10 marks</td> </tr> <tr> <td>>= 80 Lakhs and < 100 Lakhs</td> <td style="text-align: center;">15 marks</td> </tr> <tr> <td>>= 100 Lakhs</td> <td style="text-align: center;">20 marks</td> </tr> </tbody> </table>	One Similar Project	40 Lakhs	OR		Two Similar Projects	25 Lakhs	OR		Three Similar Projects	20 Lakhs	Total Project Value	Marks	< 40 Lakhs	Disqualified	>= 40 lakhs and < 60 Lakhs	05 marks	>= 60 Lakhs and < 80 Lakhs	10 marks	>= 80 Lakhs and < 100 Lakhs	15 marks	>= 100 Lakhs	20 marks		<p>matching the 'Minimum Project Value' of the partially completed project.</p> <p>Above should be counter signed by authorized signatory of the bidder</p>		
One Similar Project	40 Lakhs																										
OR																											
Two Similar Projects	25 Lakhs																										
OR																											
Three Similar Projects	20 Lakhs																										
Total Project Value	Marks																										
< 40 Lakhs	Disqualified																										
>= 40 lakhs and < 60 Lakhs	05 marks																										
>= 60 Lakhs and < 80 Lakhs	10 marks																										
>= 80 Lakhs and < 100 Lakhs	15 marks																										
>= 100 Lakhs	20 marks																										
2.2	<p>The Bidder should have executed similar kind of work in 'supply & maintenance of software for at least One (1) OCEMS' for any State / Central Pollution Control Board, in India, in last 5 years from the last date of submission of the bid.</p> <p>Zero Project: 00 Marks One Project: 05 Marks Two Projects: 10 Marks Three or more Projects: 15 Marks</p>	15	<ul style="list-style-type: none"> Letter of Intent/ Work Order/Contract Client Certificate for successful execution/ completion of the project <p>OR</p> <p>In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p> <p>Above should be counter signed by authorized signatory of the bidder</p>																								

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Sr. No.	Evaluation Criteria	Max. Marks	Documents Required for Evaluation	Document Submitted (Y/N)	Pg No From-To
2.3	<p>Bidder should have experience in developing at least one (1) mobile application for 'Real time data acquisition, monitoring and reporting' and should have deployed the mobile application in play store & IOS app store for Government (State / Central / UT) or its Department, Central or State Public Sector Unit or their agency, in India, in last 5 years from the last date of submission.</p> <p>Zero Project: Disqualified One Project: 05 Marks Two Projects: 10 Marks Three Projects: 15 Marks Four or more Projects: 20 Marks</p>	20	<ul style="list-style-type: none"> Letter of Intent/ Work Order/Contract Client Certificate for successful execution/ completion of the project <p>OR</p> <p>In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p> <p>Above should be counter signed by authorized signatory of the bidder</p>		
2.4	<p>Bidder should have experience in developing and maintenance of existing application (not developed by the bidder) for at least one (1) project for any Government (State / Central / UT) or its Department, Central or State Public Sector Unit or their agency, in India, in last 5 years from the last date of submission.</p> <p>Zero Project: 00 Marks One Project: 05 Marks Two or more Projects: 10 Marks</p>	10			
3	Bidder's Certification				
3.1	<p>The Bidder should possess the following Certifications which are valid as on last date of bid submission:</p> <ul style="list-style-type: none"> ISO 9001:2015 or above ISO 20000:2018 or above <p>None of the above: 00 Marks Any one of the above: 02 Marks Both certificate: 05 Marks</p>	05	<ul style="list-style-type: none"> Copy of valid certificates on the name of the Bidder. <p>The certifications shall need to be kept valid throughout the duration of the contract period.</p>		
4	Bidder's Manpower Strength				
4.1	<p>The Bidder should minimum 10 professionals for 'IT Development, Testing and Hosting services' on its roles in India, as on date of submission of bid.</p> <p>Manpower matching the criteria:</p> <p style="text-align: right;">< 10 Manpower: 00 Marks</p> <p style="text-align: right;">>= 10 Manpower and < 25 Manpower: 02 Marks</p>	05	<ul style="list-style-type: none"> Declaration from the HR head of the Bidder on company letter head. (MPCB reserves right to ask for EPF payment receipts of all declared employees) 		

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Sr. No.	Evaluation Criteria	Max. Marks	Documents Required for Evaluation	Document Submitted (Y/N)	Pg No From-To
	>= 25 Manpower and < 50 Manpower: 03 Marks >= 50 Manpower : 05 Marks				
Total		100			

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Appendix 10: Format of the Financial Bid

The bidder shall be required to provide the financial quotes as per the below table in the Bid BoQ excel sheet uploaded in the e-tender site.

Ref: Submission of Bid against RFP Reference No. **240627 -FTS-0081**

Sr. No.	Services/product	First year	Second Year	Third Year	Total Cost without Taxes	Taxes	Total Price with Taxes
1.	Providing Support and Maintenance of Common Software for Online Monitoring Emission and Effluent Data Dissemination & Report Generation,						
2.	Additional Development cost (as specify in RFP)	Lump-sum					
3.	Application Security Audit through CERT empanelled agency.	Lump-sum					
TOTAL BID VALUE							

Total Bid Value without taxes in Rs: In Word _____

Note:

1. Total Bid Value is the sum of Price for ALL items mentioned above.
2. The prices quoted are for the scope of work as mentioned in RFP and for a period of 3 years.
3. The prices are valid for 180 days from the date of bid.
4. LEASE NOTE: MPCB may opt out of services for any of the line items mentioned above.
5. PRICES QUOTED IN PART A of the PRICE BID WILL BE CONSIDERED FOR PRICE BID EVALUATION.
6. The quoted price shall be inclusive of all applicable taxes, duties and levies except applicable GST wherever applicable and/or payable and includes the entire cost of executing the mentioned Scope of work including the Call Center Infrastructure set up, IT hardware, software, tools, mobile App, licensing, electricity, lease rent, bandwidth, supporting manpower, facility management charges cost, manpower hiring cost, salary cost, out of pocket expenses, building maintenance cost and any other charges including cost incurred during operations period.
7. No Extra cost shall be borne by MPCB.

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Appendix 11: Format of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of Maharashtra for issuing bank)

Ref.:

Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s Maharashtra Pollution Control Board (hereinafter referred as the 'MPCB', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of VENDOR (VENDOR)] a [type of company], established under laws of India and having its registered office at [address] (hereinafter referred to as the 'VENDOR' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of MPCB's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the VENDOR, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the VENDOR having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the MPCB for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the MPCB immediately on demand and or, all monies payable by the VENDOR to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the VENDOR. Any such demand made by the MPCB on the Bank shall be conclusive and binding notwithstanding any difference between the MPCB and the VENDOR or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the MPCB discharges this guarantee.

The MPCB shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the VENDOR nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The MPCB shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the MPCB and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the MPCB and the VENDOR any other course or remedy or security available to the MPCB. The Bank shall not be relieved of its obligations under these presents by any exercise by the MPCB of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of

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omission or commission on the part of the MPCB or any other indulgence shown by the MPCB or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the MPCB at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the VENDOR and notwithstanding any security or other guarantee that the MPCB may have in relation to the VENDOR's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the VENDOR /the Bank or any absorption, merger or amalgamation of the VENDOR /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of VENDOR] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.
Strike out, whichever is not applicable.

Dated

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India which has been determined in advance to be acceptable to the MPCB.

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Appendix 13: Contents of Technical and Financial E-Bid Packet

The bidder shall upload the tender documents in following order on the e-tender portal.

Particulars	Instructions	E-Bid packet/Envelope
Tender Fee & EMD	Tender Fees and Earnest Money Deposit (EMD) must be uploaded through online bid submission process.	Packet 1
Pre-qualification Proposal	<p>The pre-qualification proposal shall be prepared in accordance with the requirements specified in this RFP and the formats prescribed in the RFP. Each page of the pre-qualification proposal should be signed and stamped by the authorized signatory of the bidder. Pre-qualification proposal should be submitted through online e-tendering website only.</p> <p>Pre-Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> a. Checklist for Pre-Qualification Proposal b. Pre-Qualification documents c. Bidder and Bidding Firm Details d. Scanned and signed stamped copy of RFP and its corrigendum 	Packet 1
Technical Proposal	<p>The technical proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP. Each page of the technical proposal should be signed and stamped by the authorized signatory of the bidder. Technical proposal should be submitted through online e-tendering website only.</p> <p>Technical Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> a. Checklist for Technical-Qualification Proposal b. Technical Qualification documents c. Project citation 	Packet 1

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Particulars	Instructions	E-Bid packet/Envelope
Financial Proposal	<p>The financial proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP. Each page of the financial proposal should be signed and stamped by the authorized signatory of the bidder. Financial proposal should be submitted through online e-tendering website only.</p> <p>In no way the bidder shall indicate its Financial Offer in Financial Proposal only. In case it is found, MPCB shall summarily reject the proposal of the said bidder.</p>	Packet 2

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Appendix 14: Technological Details of existing application

Sr. No	Description	Technology	Version
1	Database	Kairos, Elastic Search	1.2, 1.7
2	Front End	Angular JS	1.2
3	Back End	Python	3.7