

Maharashtra Pollution Control Board
Selection of Service Provider for Monitoring, Sampling And Analysis of various
environment parameters for CEPI in designated regions In Maharashtra State

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1. DISCLAIMER

1.1 Though adequate care has been taken in the preparation of this *Request for Proposal* Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office latest by the date mentioned in Sec.5.7. If this office receives no intimation by the date mentioned in Section 5.7, it shall be deemed that the Bidder is satisfied that the *Request for Proposal* Document is complete in all respects.

Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle
Sion (E), MUMBAI – 22
Ph: 022-24014701
Fax: 022-24024068
Email : jdair@mpcb.gov.in

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

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

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

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

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2. LIST OF ABBREVIATIONS

MPCB	Maharashtra Pollution Control Board
CPCB	Central Pollution Control Board
CEPI	Comprehensive Environment Pollution Index
CPA	Critically Polluting Area
SPA	Severally Polluted Area
PIA	Polluted Industrial Area
RO	Regional Office, MPCB
SRO	Sub-Regional Office, MPCB
HO	Head Office, MPCB
RFP	Request for Proposal
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
LoA	Letter of Award
SLA	Service Level Agreement

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3. DEFINITIONS

3.1 BID

The bids submitted by the prospective Bidders in response to this Request for Proposal Document issued by **MPCB**.

3.2 BIDDER

Bidding Firm / Company that has submitted a Bid in response to this Request for Proposal Document.

3.3 PROJECT

To select an appropriate Service Provider (SP) for Monitoring, Sampling and Analysis of various environment parameters for Polluted Industrial Areas under CEPI in designated regions In Maharashtra State.

A list and addresses of these offices is given in Annexure – 1.

3.4 REQUEST FOR PROPOSAL

This Document being issued to the prospective Bidders, inviting their Bids.

3.5 RESPONSIVE BIDDER

Responsive Bidder is the bidder whose bid is found responsive after evaluation of the Bid as outlined in Section 5.2.

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4. PROJECT CONCEPT & STRUCTURE

4.1 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.

Center Pollution Control Board vide Direction dated April, 26, 2016 directed SPCB to undertake environmental quality monitoring in CPAs through a third party agency (laboratory) recognized under Environment (Protection) Act, 1986 and accredited under NABL. The Frequency of Monitoring shall be twice in year (i.e Post-monsoon Season & Pre-monsoon Season).

As per the guidelines and directives of CPCB, MPCB is required to undertake environmental quality monitoring in the NINE (09) Polluted Industrial Areas (PIAs) already identified through an outside competent agency (laboratory) approved by MOEF having necessary qualifications. These parameters have to be monitored periodically.

The parameters to be sampled, measured. Monitored and analyzed are mentioned in CPCB's CEPI guidelines. The same has to be followed for every iteration of sampling. The CEPI scores should be calculated as per "revised CEPI 2016" norms / guidelines. The CEPI score will further help MPCB to devise action plan to improve the CEPI.

There are NINE (09) Polluted Industrial Areas (i.e TWO (2) Critically Polluting Areas (CPA), FOUR (4) Severely Polluted Areas (SPAs) And THREE (3) Other Polluted Areas (OPAs)) identified in state of Maharashtra and they are as follows.

Critically Polluted Areas (CPA)

1. Chandrapur
2. Tarapur

Severely Polluted Areas

1. Aurangabad
2. Dombivali
3. Navi Mumbai
4. Nashik

Other Polluted Industrial Areas

1. Chembur
2. Pimpri - Chinchawad
3. Mahad

4.2 COMPREHENSIVE ENVIRONMENT POLLUTION INDEX (CEPI)

CPCB in collaboration with Indian Institute of Technology (IIT), Delhi had carried out comprehensive environmental assessment of 88 prominent industrial clusters during

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2009-10 based on Comprehensive Environmental Pollution Index (CEPI) criteria. Further CPCB has identified 12 Polluted Industrial Areas across the Country. Hence total CEPI areas are now 100. To overcome the subjectivity in the erstwhile CEPI, revised concept is proposed by eliminating the subjective factors, but retaining the factors which can be measured precisely.

Additional information regarding “revised CEPI 2016” norms / guidelines, bidders may visit http://cpcb.nic.in/divisionsofheadoffice/ess/NewItem_151_Final_Book1.pdf

4.3 PROJECT SYNOPSIS

The successful bidder (Service Provider) will be required to Monitoring, Sampling and Analysis for Ambient Air Quality, Surface Water, Waste Water and Ground Water Quality for identified Polluted Industrial Area (PIAs) in Maharashtra as mentioned and categorized in section 4.1.

The Service Provider will be required to carry out the activities as mentioned in the scope of work defined in Annexure – 1. These activities will have to be carried out by the bidder in the identified industrial clusters Annexure - 2.

The Monitoring, Sampling and Analysis will be carried out by the bidder as per the following schedule

Season	Period of Monitoring	Target Date of Report submission
Pre-monsoon	April - June	31 st July
Post-monsoon	December - February	31 st March

4.4 OBJECTIVE OF THE RFP

The objective of this RFP is to find a suitable Service Provider having the requisite experience, resources and capabilities to Monitor, Sample, Analyze for Ambient Air Quality, Surface Water, Waste Water and Ground Water Quality for identified Polluted Industrial areas (PIAs) i.e 02 Critically Polluted Areas (CPA) , 04 Severally Polluted Areas (SPAs) and 03 Other Polluted Industrial Areas (OPAs) in Maharashtra.

Successful bidder (called as the Service Provider - SP) would be awarded the project under Contract / Work Order as per Project Synopsis mentioned above and scope defined in Annexure -1 for the areas mentioned in Annexure – 2.

4.5 CONTRACT PERIOD

The successful bidder will be awarded the contract which will commence from the date of

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the LoA or signing of the contract, whichever is earlier. The total term of the contract will be THREE (3) years. The Board will review the performance of the Service Provider for the region on yearly basis and renew the same every year only if the performance of service Provider is found to be satisfactory. The Board reserves the right to terminate the contract on account of Service Provider's poor performance at any time during the contract.

5. DESCRIPTION OF THE SELECTION PROCESS

5.1 SUBMISSION OF BIDS

The submission of Bids by interested bidders in response to the Request for Proposal should be through e-Tender system only as mentioned in Annexure 5. The Bids will be

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

5.2 RESPONSIVENESS OF BID

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

1. It is not received by the due time & date specified in the section 5.7
2. It does not include EMD as stipulated in the RFP
3. It does not include sufficient information for it to be evaluated and/or is not in the formats specified.
4. It is not signed and / or sealed in the manner and to the extent indicated in Section 6 of this RFP Document.
5. It does not conform to the terms and conditions mentioned in the RFP

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

5.3 STEP 1 (COVER 1) – TECHNICAL BID EVALUATION

In the first step, MPCB will evaluate the information submitted by the Bidder in Cover 1 of the Bid. Bids of only the responsive Bidders shall be considered for the subsequent technical evaluation. The evaluation criteria for assessment of the Technical Bid are described in Section-7.4.1. MPCB, on a written demand, will not open, the Cover 2 of the Bid, viz: the Price Bid, of the Bidders whose Bids are not responsive.

5.4 STEP 2 (COVER 2) – PRICE BID AND PRICE BID EVALUATION

The Price Bid would seek to identify the Bidder making the most competitive price offer to MPCB. The evaluation criteria for assessment of the Price Bid are described in Section

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-9. The format for the Price Bid is specified in Annexure - 4

A ranked list of Bidders based on the results of the evaluation, as detailed in Section-9 of this Document, would be presented. The top ranked Bidder will be designated the Successful Bidder. MPCB is not bound to award a LoA to the lowest price bidder.

5.5 AWARD OF LoA

Region-wise Successful Bidder/s would be given a Letter of Award (LoA) stipulating the conditions under which the bid has been qualified as the Successful Bid.

5.6 SIGNING OF ORDER ACCEPTANCE

The Successful Bidder would sign a copy of the Purchase / Work Order as a token of acceptance of the same.

5.7 SCHEDULE OF ACTIVITIES

Sr. No.	ACTIVITY	Date
1.	Date of Start of Sale of RFP document	12th March, 2022
2.	Date of End of Sale of RFP document	22nd March, 2022 up to 1300 Hrs
3.	Last date for receipt of requests for clarifications	16th March, 2022 up to 1500 Hrs
4.	Pre-bid Conference (through VC)	1130 Hrs 17th March, 2022
5.	Last date & time for receipt of e- Bids (Covers 1 & 2) / Bid Preparation	1300 Hrs, 22nd March, 2022
6.	Time and Date of Opening of Cover-1	1330 Hrs, 23rd March, 2022
7.	Presentation by the bidders on their project implementation and support methodology with proposed schedule of activities	23rd March 2022 1500 Hrs onwards

In order to enable MPCB to meet the target dates, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. MPCB shall adhere to the above schedule to the extent possible. MPCB, however, reserves the right to modify the same. Intimation to this effect shall be given to all Bidders.

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6. PROCEDURES TO BE FOLLOWED

6.1. ENQUIRIES & CLARIFICATIONS

Enquiries, if any, should be addressed to:

Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle,
Sion (E), MUMBAI – 400 022
Ph: 022-24014701
Fax: 022-24024068
Email : jdair@mpcb.gov.in

All queries that are received on or before the date mentioned in Section 5.7 shall be addressed by MPCB in writing. MPCB shall aggregate all such queries, without specifying the source and shall prepare a response, which shall be distributed to all parties who have procured the Request for Proposal Document. It may be noted that queries in writing would be entertained only from those parties who have procured this Document.

Request for clarifications received from prospective bidders who have not paid the fee for the RFP document as defined in 6.6.1, will not be answered. Such bidders will not be allowed to attend the pre bid meeting and also to bid.

Request for clarifications received after the last date mentioned in Section 5.7, may not be addressed. Decision of the Board in the matter will be final.

The prospective Bidders shall submit the queries only in the format given below:

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

6.2. SUBMISSION OF THE BID

1. Cover 1 – Technical Bid

The information to be submitted by the Bidders as Cover 1 of their Bids is described in Section 7 and Annexure 5.

2. Cover 2 – Price Bid

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The Information to be submitted by the Bidders in the Price Bid (Cover 2) is described in Section 9 and Annexure 5.

3. Submission of the Bid

The Bidders are requested to follow the Bid submission process which is detailed in Annexure 5 as per the schedule elaborated in Section 5.7 and Annexure 5.

MPCB shall not be responsible for any delay in submission of the Bids. Any Bid received by MPCB after the due date for submission of the Bids stipulated in Section 5.7 and Annexure 5, will not be opened.

6.3. INITIALING OF THE BIDS

NOT APPLICABLE FOR e-tenders. However, all the forms and formats that will be submitted by the bidders as a response to this RFP, should be on the letter head of the Bidder and should be duly stamped and signed by the signatory holding the Power of Attorney.

6.4. INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. The Bidder has to bid for all the NINE (9) locations. Bids for selective regions / locations will be rejected.
2. Bids received after the scheduled time will not be accepted by MPCB under any circumstances. MPCB will not be responsible for any delay for any reason whatsoever.
3. Bid once submitted will be treated, as final and no further correspondence will be entertained on this. No Bids will be modified after the deadline for submission of Bids.
4. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* or those that do not contain the Covering Letter and other documentation as per the specified formats may be considered non-responsive and may be liable for rejection.
5. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
6. All communication and information should be provided in writing and in the English language only.

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7. The metric system shall be followed for units.
8. The price quotations for the bid should be denominated in Indian Rupees.
9. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
10. Arithmetical errors will be rectified as follows –
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying quantities, the unit price will prevail
 - b. In case of discrepancy between grand total obtained by adding various line item totals & the grand amount stated in words, the grand total will be recalculated and the same will be taken as correct.
 - c. **The price bid will be treated as inconsistent & non-responsive, in case if more than one type of discrepancy is observed in the price bid. Such price bid/s will be rejected summarily and considered as intentional misrepresentation and the EMD will be forfeited.**
11. MPCB reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MPCB, may be a ground for rejecting the Bid.
12. The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in this Request for Proposal, MPCB reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied across all the Bidders.
13. The Bidder should designate one person (“Contact Person” and “Authorized Representative and Signatory”) authorized to represent the Bidder in its dealings with MPCB. The Acknowledgement of Receipt of Request for Proposal Document shall be signed by the “Contact Person” and “Authorized Representative and Signatory”. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
14. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the Bid.
15. MPCB reserves the right to reject any or all of the Bids without assigning any

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reason whatsoever

16. Conditional bids may be summarily rejected.
17. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. MPCB reserves the right to vet and verify any or all information submitted by the Bidder.
18. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MPCB, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection and the Bid Security will be forfeited. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of MPCB and if MPCB is adequately satisfied.
19. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MPCB shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
20. MPCB may, at its discretion, extend this deadline for submission of Bids by amending the RFP which will be intimated through MPCB website, in which case all rights and obligations of MPCB and bidder will thereafter be subject to the deadline as extended.
21. Bids received from the bidders will be considered as deemed acceptance by the bidder of all the terms, conditions, scope and formats mentioned in the RFP. clarifications, suggestions, if any, should be sought / given during the pre-bid conference.

6.5. VALIDITY OF THE PRICE BID

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days.

Non-adherence to this requirement and other terms stipulated in the RFP document may be a ground for declaring the Bid as non-responsive. However, MPCB may solicit the Bidder's consent for extension of the period of validity if the Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting MPCB's request for extension of validity shall not be permitted to modify his Bid in any other respect.

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6.6. FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

6.6.1. Fees for Request for Proposal (RFP) document

The RFP can be purchased by making a payment (non-refundable) of Rs. **10,000.00 (Rs. Ten Thousand only)** through online payment. The prospective bidders need not buy separate RFP document for different regions, in case they wish to bid for more than one region. Please refer Annexure 5 of this document for the payment methodology.

6.6.2. Earnest Money Deposit (EMD)

Bidders are required to submit a Earnest Money deposit (EMD) for an amount of **Rs. 5,00,000.00 (Rupees Five Lakh Only)** Please refer Annexure 5 for the payment of the same. Bids of the bidders who have not paid the EMD as stipulated in this RFP, will be rejected by MPCB as non-responsive. No exemptions to this clause will be allowed.

MPCB shall reserve the right to forfeit the Bidder's EMD under the following circumstances:

1. If the Bidder withdraws his Bid at any time during the stipulated period of Bid validity as per Section 8.1 (or as may be extended).
2. If the Bidder, for the period of Bid validity:
 - i) in MPCB's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from MPCB in this regard and / or
 - ii) fails or refuses to execute the LoA (in the event of the award of the Project to it) and/or
 - iii) fails or refuses to furnish the Service Performance Guarantee within the stipulated time
3. Any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MPCB, is found to be incorrect or is a material misrepresentation of facts

In the event that any Bid is non-responsive or rejected after technical evaluation, the EMD of such Bidders shall be refunded.

In respect of the bids after Technical Evaluation and eligible for price bid evaluation, the EMD of the unsuccessful Bidders (after opening of Cover 2) can cease to be in force after 60 days following the announcement of award of the contract to the Successful Bidder for the region through the issue of the LoA for the same. The EMD of the successful Bidder will be returned only on submission of PBG that Successful Bidder will provide at the time of signing Order acceptance & the SLA. EMD of the unsuccessful bidders will be returned after 60 days of award of contract.

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7. SUBMISSION OF TECHNICAL BID: COVER - 1

7.1. CRITERIA FOR MINIMUM ELIGIBILITY AND BID RESPONSIVENESS:

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

1. The Bidder should be a firm (Proprietary / Partnership), or a corporate entity, public / private limited company registered / incorporated under The Companies Act, 1956, and in business of providing environment related quality testing and sampling services for minimum FIVE (5) years as on 31st March 2021. No consortiums allowed.
2. The bidder should have valid MOEF approval u/s 12 and 13 of Environment (Protection) Act, 1986 as Environment Laboratory with Govt. analyst thereof, as on date of bidding. Exception will be given to bidders who have applied for renewal of their status at least 3 months before expiry of their current certificate.
3. The bidder should have valid ISO 9001 certification and valid NABL Accreditation.
4. The bidder should have at least one NABL certified laboratory, valid as on date of bidding. The NABL certification for the laboratory should be applicable for ALL the parameters to be tested under the scope of this RFP. The Bidder should also give a declaration that the sample collected from field will reach the designated NABL certified testing Laboratory within 24 hours of collecting the sample. Bidder should give a practical and feasible plan for the same as a part of their technical bid. MPCB reserves the right to check the same.
5. The Bidder should have valid PF and ESIC / Group registration as on the date of bidding and in force not later than 1st April 2018.
6. The bidder should have executed at least ONE (1) order each for (a) Ambient air, (b) Ground water and (c) Surface water monitoring in the financial year ending 31st March 2021.
7. The Bidder should have officially purchased the RFP document from MPCB office by paying the necessary fees as per section 6.6.1 of the RFP.
8. The Bidder should submit the EMD as stipulated in section 6.6.2
9. The Bidder should not be blacklisted by any State / Central Government / Semi-

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Government / PSU.

7.2. COVER 1: INFORMATION FORMATS

Bidders are required to submit documents as per the following checklist -

Cover 1	Compliance to Minimum Eligibility Criteria and Technical Bid
PART 1	a) Covering Letter as per the format specified in EXHIBIT 1 b) Attested copy of Power of Attorney c) Original Receipt of fees for RFP issued by MPCB as per section 6.6.1 d) EMD as per section 6.6.2 e) Certificate of incorporation / registration and GST registration certificate f) Copy of certificates in compliance with clause 7.1 (2), 7.1 (3) and 7.1(5) g) Copies of orders in compliance section 7.1 (6) h) Declaration for compliance to clause 7.1.(4) and 7.1(9)
PART 2	a) Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1 b) Technical proposal highlighting <ul style="list-style-type: none"> • Company profile • Proposed methodology to undertake the monitoring assignment • Resources proposed to be deployed for MPCB with their skill sets and deployment plan (roles) for MPCB. CVs are to be attached • Samples of templates to be used for reporting c) Details of the laboratory setup with facilities and equipment available

7.3. TECHNICAL BID - COVER 1

The Cover 1 submission will also include Technical Bid of the bidder.

1. The technical bid should be in line with the requirements of MPCB and the SLA proposed by MPCB in Annexure 3
2. The bid should explain proposed methodology for undertaking the project as envisaged in the RFP document.
3. The bid should also explain the resource (manpower, spares, etc) deployment plan,

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with candidates proposed. Proposed organization structure for MPCB support with escalation matrix needs to be given. CVs of the candidates for various roles should be given.

4. The bid should have all relevant testimonials, so as to ensure they score maximum marks under the evaluation system defined in section 7.4.1

7.4. TECHNICAL BID: EVALUATION CRITERIA & PROCESS

The Bidder shall necessarily submit in Cover 1 of the Bid Document, the Technical Bid detailing his credentials for executing this project and the highlights of the services proposed with respect to scope of work defined in the Bid Document and the benefits that would accrue to MPCB. The Screening Committee appointed for this purpose will do this evaluation. The Technical Bid will contain all the information required to evaluate the bidder's suitability to MPCB for the purpose of this project.

The guidelines for evaluation have been designed to facilitate the objective evaluation of the Technical Bid submitted by the bidder. The information furnished by the bidders in the technical bid shall be the basis for this evaluation. In case any of the information is not made available, the Committee will assign zero (0) marks to that item.

While evaluating the Technical Bid, MPCB reserves the right to seek clarifications from the Bidders. Bidders shall be required to furnish such clarifications in a timely manner.

MPCB also reserves the right to seek additions, modifications and other changes to the submitted Bid. Bidders shall be required to furnish such additions / modifications / other changes in a timely manner.

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7.4.1. Evaluation of Technical Bid

The technical evaluation of the bidders will be done based on the criteria and marking system as specified as follows:

Sr	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
1	Financial Capability			
a	Constitution of company		5	Certificate of registration, incorporation, shop act
	Proprietary or Partnership	1		
	Private limited	2		
	Public limited	5		
2	Organisation's Capability			
A	Organisation Certifications	10		
i	ISO 9001 and OHSAS 18000 certification	5	45	Valid Certificates
ii	Valid NABL accreditation	5		
B	Manpower Certifications**	12		
i	Min 15 supervisor grade resources (refer Annex 3, pt 5 for qualifications)	4		Self attested list of Certified resources to be attached on Company letterhead with experience and qualification
ii	Min 30 Number of assistant grade resources (refer Annex 3, pt 5 for qualifications)	4		
iii	Min 30 Number of technician grade resources for (refer Annex 3, pt 5 for qualifications)	4		
C	EPA (MOEF) approved Testing and analysing equipment owned by the bidder with calibration certificate not earlier than 31 st December 2020 2 marks for ONE set in each PIA	18		Invoice of Purchase of equipment with latest calibration certificate
D	Number of PIAs in which region the bidder has laboratory setup (mentioned in Annexure -1)	5		Self Attested List of laboratories with valid shop act with Address, telephone Number and Contact Person
	Regions = 1	2		
	Regions < 6 but ≥ 2	3		
	Regions ≥ 6	5		
3	Past Performance:			
A	Completed Orders for Ambient Air quality, Surface water, Ground water monitoring for value > Rs. 25 Lacs in 3 years ending as on 31st March 2021)	20	30	Self declared List and Copies of the orders
i	Orders from Govt. / Semi Govt. organisations (2 marks per order)	14		
ii	Orders from Private organisations (2 marks per order)	6		
B	Results from participation in AQC conducted by CPCB for FY 2020 – 21 and FY 2019 – 20 with average rating	10		CPCB documents for AQC
i	Avg. Ratings 100% to 80%	10		
ii	Avg. Ratings 79.99% to 70%	5		
iii	Avg. Rating < 70%	0		
4	Presentation on execution methodology		20	Presentation by the proposed Project Manager
	TOTAL MARKS		100	

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

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

After technical evaluation, MPCB will rank the bidders in descending order of their technical scores with the top ranked bidder having the highest technical score. If any bidder is found to be technically inadequate to the requirements of MPCB, i.e. if the technical marks are lower than **70**, then that bidder’s bid would be deemed non-responsive for further evaluation and would not be considered further in the bidding process.

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

7.5. PRESENTATION BY BIDDERS

MPCB shall invite the Bidders to make a presentation, at their own cost and expenses, for their execution methodology. The schedule for the presentation along with date and time slot will be communicated to the bidder/s, by MPCB at a later date. The presentation has to be given by the proposed Project Manager for the assignment.

8. EVALUATION OF PRICE BID: COVER 2

8.1 PRICE BID PARAMETERS

Bidders are required to offer their best prices for the services only in the format of the price bid given at Annexure-4 of this RFP document through e-Tender procedure explained in Annexure 5. As can be seen the Bidder can offer their price-bids for more than one region, in the same price-bid format. Price offer in any other format will result in rejection of the bid and disqualification of the bidder from the evaluation process.

8.2 EVALUATION OF PRICE BIDS AND RANKING

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

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

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

8.3 COMPUTING THE FINAL SCORE

The composite score is a weighted average of the Technical and Price Scores and will be calculated for each region separately. The weightages of the Technical vis-à-vis the Price score is **0.70** of the Technical score and **0.30** of the Price score. The composite score (S) will be derived using following formula:

$$S = (S(t) * 0.70) + (S (p) * 0.30) .$$

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

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

8.4 AWARD CRITERIA

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

The bidder having the highest composite score for the region will be declared the successful bidder for the respective region.

In case there are more than one bidders having the highest composite score, the bidder having higher technical score will be declared as the successful bidder for the region.

8.5 NOTIFICATION OF AWARD

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

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MPCB reserves the right to award the contract in part or whole at its sole discretion.

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

9. PAYMENT TERMS

9.1 The Price Bid should be valid for a minimum period of 180 days from the last date of submission of bids

9.2 Following payment terms will be offered to the successful Bidder:

1. Within 15 days of MPCB issuing the LoA, the Successful bidder/s will sign the Contract for the respective region. The successful bidder at its cost, charges and expenses will submit a PBG for an amount equivalent to 10% of the value of the contract in favour of MPCB at the time of signing of the contract. The PBG shall be in the form of a guarantee of a Nationalized Bank acceptable to MPCB and shall be valid till the end of 38 months from the date of issuance.
2. MPCB will release the payment to the Service Provider upon satisfactory completion of all the contractual obligation including submission of the report for each of the season / cycle, i.e. Pre-monsoon / post-monsoon of every year. The amount to be paid will be based on the rates quoted for respective periods / cycles. The payment will be released after deduction of penalties, if any.
3. All payments will be made vide a crossed cheque payable in Mumbai, within 30 days of submission of invoice and after due scrutiny of the performance reports by MPCB or their appointed consultant and after deduction of penalties, if any.

10. INDEMNIFICATION

The bidder hereby agrees and undertakes that, during the Term of the Contract, it shall indemnify and keep indemnified and otherwise save harmless, MPCB from any third party suits instituted against MPCB which are proved to be because of a direct consequence of the installation and / or use of equipment & services provided by the successful bidder.

The Successful Bidder shall indemnify MPCB against all losses and claims in respect of death or injury to any of their personnel, which may arise out of or in consequence of the execution of the project and remedying of any defects therein, and against all claims, proceedings, damages, costs whatsoever in respect thereof or in relation thereto

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11. INTELLECTUAL PROPERTY RIGHTS (IPR)

All rights, title and interest of MPCB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of MPCB and the service provider shall not be entitled to use the same without the express prior written consent of MPCB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the service provider or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the service provider. Any development and or enhancements to the application software or reporting tools which may be developed as a part of contract, will remain to be property of MPCB and the Service Provider will have no rights whatsoever on the same in terms of royalties or any other fees up on termination of this contract. The Service Provider shall handover all the source code, tools, flow-charts and any other material developed during the contract to MPCB up on termination of the contract. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of the Work Order.

12. SAFETY CODE

The Service Provider shall observe all necessary precautions for the safety of their staff along with sampling equipments and samples collected as per safety code and rules in force. The successful Bidder will be solely responsible for any untoward incidences during execution of the assignment involving their personnel. MPCB will not be in any way responsible for the same and the Successful Bidder will indemnify MPCB against any claims in such situation.

13. COMPLIANCE WITH STATUTE, REGULATIONS

The Service Provider shall conform in all respects, including by the giving of all notices and paying of all fees in accordance with the provisions of any Central or State Statute, Ordinance or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution of the contract.

14. ASSIGNABILITY

The successful bidder will not assign its rights, title or interest in the contract in favour of any third party without prior written consent of MPCB. MPCB reserves its rights to grant such consent on such terms and conditions, as it deems fits and proper. MPCB's decision to grant such consent or refusal to grant such consent shall be final.

15. CONFIDENTIALITY

Successful Bidder shall hold data and information about MPCB, obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to

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any other party without the prior written approval of MPCB.

Successful Bidder and MPCB shall maintain in confidence any information relating to the terms and conditions of this contract, information received from each other hereto in connection with this contract as well as the business operations and affairs of MPCB or the successful bidder and their affiliates and shall not provide access to such information to any third party. This obligation shall expire 2 years after completion of the contract.

16. NON-SOLICITATION

Successful Bidder and MPCB agree not to recruit, hire, Engage or Attempt to Recruit, Hire or Engage, discuss employment with, or otherwise utilize the services in any capacity, of any person who shall have been associated with this project on behalf of the other party at any time during the term of the contract (and within Eighteen Months of expiry of the contract); or induce any such person of the other party at any time during the term of the contract (and within Eighteen Months of the Expiry of the contract), to terminate his/her relationship with such other party; unless otherwise mutually agreed to between the contracting parties

17. CORRUPT & FRAUDULENT PRACTICES

MPCB requires that the bidder under this RFP document maintains highest standards of ethics during procurement and execution of this project. In pursuance of this policy the board defines the terms set forth as follows

“corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence the action or decision making of public official in the procurement process or execution of the project.

“fraudulent practice” means misrepresentation of facts in order to influence the action or decision making of public official in the procurement process or execution of the project to the detriment of the board, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the board the benefits of free & open competition.

If it is determined that bidder / s are engaged in corrupt & fraudulent practices their bid/s will be rejected and also will be declared ineligible for indefinite period or a stated period to time to participate in any future RFP floated by MPCB.

18. TERMINATION OF CONTRACT

18.1 Termination for Default

MPCB without prejudice to any other remedy available for breach of Contract may terminate the Agreement in whole or in part, by a 30 days notice in writing to the Service Provider for any one or all of the following. On such termination, in addition to any other

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remedy available under the contract the EMD, Implementation/ performance Security will be liable for forfeiture.

1. If the Service Provider fails to execute the work up to the minimum assurance quality as per the scope of the work or
2. If the Service Provider fails to provide all or any of the Contracted services as per SLA specified in the Agreement or
3. If the Service Provider is found to be violating any of the provisions mentioned in clause 16 and clause 21 of this RFP or
4. If the Service Provider in the judgment of MPCB has engaged in corrupt, fraudulent practices, MPCB shall afford an opportunity to the Service Provider to represent his case before termination of the agreement.
5. MPCB shall issue a notice explaining the nature of violations committed by the facilitator and / or afford an opportunity to the Facilitator to represent his case before termination of the agreement.
6. In the event MPCB terminates the Agreement in whole or in part, MPCB may procure upon such terms and in such manner as it deems appropriate service similar to those undelivered and the Service Provider shall be liable to pay to MPCB for any excess costs occurred for procuring such similar services.

However the Service Provider shall continue to perform the agreement to the extent not terminated.

18.2 Termination for Insolvency

If the Service Provider becomes bankrupt or otherwise insolvent, MPCB may terminate the Contract by giving written notice of 30 days to the Service Provider. In this event, termination of the contract will be without compensation to the Service Provider, provided that such termination shall not prejudice any right to action or remedy available to the MPCB which is provided in the RFP document,.

18.3 Termination for Convenience

MPCB may by written notice to the Service Provider terminate the Contract in whole or in part at any time for its convenience and the extent to which performance of the Service Provider under the Contract is completed. In such event the MPCB may elect to pay to the Service Provider a mutually agreed amount for partially completed services, within 30days from the date of termination of contract.

19. FORCE MAJEURE

Notwithstanding the provisions of the RFP, the service provider or MPCB shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of

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Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving MPCB or Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

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

20. SERVICE PROVIDER'S LIABILITY

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

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

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

21. ARBITRATION

All disputes, differences, claims and demands arising under or pursuant to or touching this document shall be settled by arbitration of sole arbitrator to be appointed by both the parties and failing such agreement, by two arbitrators, one to be appointed by each party to disputes. All arbitrations shall be held at Mumbai location.

22. LEGAL JURISDICTION

All legal disputes are subject to jurisdiction of Mumbai courts only.

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23. EXHIBIT – 1

FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidder on Company Letterhead along with the Cover 1 of the Bid)

Date:

Place:

To,

Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle,
Sion (E), Mumbai – 22

Dear Sir,

Sub: Selection of Service Provider for Monitoring, Sampling And Analysis of various environment parameters for CEPI in designated regions In Maharashtra State

Please find enclosed our Bid for “**Selection of Service Provider for Monitoring, Sampling And Analysis of various environment parameters for CEPI in designated regions In Maharashtra State**” in response to the Request for Proposal (RFP) Document issued by **MPCB** dated

We hereby confirm the following:

1. The Bid is being submitted by *<name of the Bidder>* who is the Bidder in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by **MPCB** and in any subsequent communication sent by **MPCB**. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from **MPCB**.
3. We have enclosed the EMD as per the RFP terms.
4. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
5. We as the Bidder (Please strike out whichever is not applicable), designate Mr/Ms (mention name, designation, contact address, phone no., fax no., etc.), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of us in respect of the Project.

For and on behalf of:

Signature:

(Authorized Representative and Signatory)

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Name & Designation of the Person:

24. EXHIBIT – 2

FORMAT FOR COVERING LETTER SUBMISSION- WITH PRICE BID

(cover letter on Company Letterhead. Format of Price Bid is given in Annexure - 4)

Date:

Place:

To,

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

Dear Sir,

Sub: Selection of Service Provider for Monitoring, Sampling And Analysis of various environment parameters for CEPI in designated regions In Maharashtra State

As a part of the Bid, we hereby make the following price offer to the MPCB.

The cost of the services to be provided as per the requirements stipulated in this RFP is as per Annexure 4.

The price quoted is for the contract period of THREE (3) years and for ALL NINE (9) regions.

We agree to bind by this offer if we are selected as the Successful Bidder.

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

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25. ANNEXURE – 1

LIST OF LOCATIONS

The sampling and testing for the parameters defined have to be undertaken in the following NINE (09) Polluted Industrial Areas, identified as TWO (02) Critically Polluting Areas (CPA) , FOUR (04) Severally Polluted Areas (SPAs) & THREE (03) Other Polluted Area.

Addresses of the respective RO for necessary coordination are as given below

Chandrapur :

Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Railway station Road, Chandrapur, 442 401

Navi Mumbai:

Maharashtra Pollution Control Board, Raigad Bhavan, 7th floor, Sector - 11, C.B.D
Belapur, Navi Mumbai

Thane:

Maharashtra Pollution Control Board, Plot No P-30, 5th floor Office Complex Building
Mulund Checknaka, Thane.

Aurangabad:

Maharashtra Pollution Control Board
Paryavaran Bhavan, A - 4/1, MIDC Area , Chikalthana, Near Seth Nandlal Dhoot
Hospital,
Jalna Road , Aurangabad - 431 210

Kalyan:

Maharashtra Pollution Control Board,
Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, KalyanD(West)

MUMBAI:

Maharashtra Pollution Control Board,
Kalpataru Point, 1st floor,
Opp. Cine Planet Cinema, Sion Circle,
Sion (E), Mumbai – 400 022.

NASHIK:

Maharashtra Pollution Control Board,
Udyog Bhavan, First Floor, Trimbak Road,
Near ITI, Satpur, Nashik – 422007

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PUNE:

Maharashtra Pollution Control Board,
Jog Center, 3rd floor, Mumbai Pune Road,
Wakdewadi, Pune – 411003

RAIGAD:

Maharashtra Pollution Control Board,
Raigad Bhavan, 6th floor, Sector - 11,
C.B.D Belapur, Navi Mumbai- 400 614

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26. ANNEXURE – 2

SCOPE OF WORK AND REQUIRED SERVICE LEVELS

The broad scope of work to be performed by the Service Provider is as follows

1. Provisioning of Transportation:

The Service Provider will have to provide (owned / rented) transportation for shifting of monitoring instruments and / or staff for field survey by vehicle from office to industry and back. Minimum ONE Mobility Van should be provided by the service Provider for each of the Sub Regional office (SRO) for the region where he is contracted.

The Transportation provided should be capable of safely transporting the equipment and samples collected. It should also have sufficient capacity to transport the staff for sampling.

2. Provisioning of Instruments:

Provide instruments necessary for collecting, monitoring and analysis of the samples as required.

These equipment should be owned, in working condition and available at any given point during the tenure of the contract. MPCB reserves the right to check the availability and condition of the equipment at any time during the contract. It is the Service Provider's responsibility to ensure replacement of the equipment in case of loss / damage of the equipment, so that the sampling and monitoring work is not hampered. In case a temporary substitute of equipment is being arranged, service Provider should bring the same to the notice of MPCB and get prior written approval from MPCB to use the equipment.

The Service Provider is required to keep all the equipment periodically calibrated as per the nationally accepted industry standards. The calibration certificates should be shared with MPCB after every calibration for all equipment.

In case the service Provider is found to be lagging / non-compliant to any of the conditions mentioned here, MPCB reserves the right to terminate the contract or levy appropriate penalty as mentioned further in the RFP.

3. Safety Equipment :

The Service Provider should undertake the work with the highest safety standards and ensure safety of their personnel at all times. The employees must be adequately covered under ESIC / Group insurance. Also they have to wear all the safety gear while conducting the work.

Safety equipment, uniform, shoes, goggle, gloves, helmet, harness, full cover face mask, roof walking ladders, fire/flame proof pumps & all instruments duly certified, industrial

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electrical fittings, mechanical tools for opening of flanges, blind plates, chain-pulley for lifting of equipments, non-conductive shock proof rubber mats, etc. Medical records along with blood group and emergency contact numbers should always be maintained.

4. Provisioning of Consumables (of approved make by MPCB):

Service Provider will ensure availability of adequate supplies of consumables required during sampling and analysis stages. These include but are not limited to sampling chemicals, moisture trap, charcoal tubes, Tedler Bags, bladders for organic vapours, ice, dragger tubes, sampling bottles, storage box for transportation of sampling bottles to laboratory, etc. Thimbles (cellulose/ ceramic/ glass fibre), Filter papers will be provided by MPCB regional offices.

5. Provisioning of manpower:

Service Provider will deploy adequate technical and support manpower resources to carry the sampling, analysis and reporting work as mandated in the paragraph below. The technical manpower resources will be experienced staff, adequately qualified to carry out the work under this contract such as supervision, on-site calculations. These resources should be duly trained for sampling of all pollutants with appropriate methodology. Refresher courses should be conducted for them every year to check their proficiency. Service Provider should deploy adequate number of electricians and fitters for providing electrical power connection, opening of flanges and closing them properly after survey with medical card.

Minimum Technical Qualification and Experience of the team will be as follow:

Supervisor : BSc with minimum 3 years' experience in ambient air, Surface water, Waste water and Ground water monitoring, Sampling & analysis.

Assistant : BSc with minimum 1 year experience in ambient air, Surface water, Waste water and Ground water monitoring, Sampling & analysis.

Technician (Electrician / Fitter) : Diploma holder / ITI certified with minimum 3 years experience / 12th Science passed with 3 years relevant experience

6. Field Sampling :

The Service Provider is required to collect samples for the industries in the region. The Service Provider shall conduct the monitoring and analysis strictly as per methodology / techniques prescribed in standard method by APHA / EPA / BSI. The Field sampling will be for measurement of Field verification, temperature, pressure, by suitable method (as mentioned below) with absorbing solution or bag/tube.

A. Ambient Air Quality Monitoring Parameters.

- i. SO₂, NO₂, PM₁₀, PM₂₅, Lead and Ammonia (for 24 hourly average monitoring valules)

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- ii. O₃, CO (for 1 hrly average and 8 hrly average)
- iii. Benzene, Benzo (O) Pyrene, Arsenic & Nickel (for 24 hrly average value)

B. Water Quality data of –

- (a) Prominent Surface Water bodies such as outfalls of CETPS, ETPs, treated effluent drainage, river, canal, ponds, lakes and other such water supply resources flowing through the area or flowing adjoining the PIAs.
- (b) Ground Water Quality data of prominent ground water resources such as observation wells of Central Ground Water Board, drinking water wells, hand pumps, bore wells and other such water supply resources located in the industrial cluster / area under consideration or in the peripheral areas.

Basic water quality requirements (for surface water and ground water both) are as follows-

(i) Simple Parameters-

Sanitary Survey, General Appearance, Colour, smell, Transparency and Ecological* (presence of animals like fish, insects etc. only in case of surface water bodies)

(ii) Regular Monitoring Parameters-

pH, O&G, Suspended Solids in mg/l, DO (% saturation), COD in mg/l, BOD in mg/l, Electrical Conductivity in μ mhos/cm, Nitrite-Nitrogen, Nitrate-Nitrogen, (NO₂+NO₃)total nitrogen in mg/l, Free Ammonia, Total residual chlorine, cyanide, fluoride, sulphides, dissolved phosphates, SAR, Total coliforms, Fecal Coliform (MPN/100 ml),.

(iii) Special Parameters-

Total phosphorous, TKN, Total Ammonia (NH₄+NH₃)-Nitrogen, Phenols, Surface Active Agents, Organo-chlorine pesticides, PAH, PCB and PCT, Zinc, Nickel, Copper, Hexa-valent chromium, chromium (Total), Arsenic (Total) Lead, Cadmium, Mercury, Manganese, Iron Vanadium, Selenium, Boron.

(iv) Bio-assay (zebra Fish) Test- For specified samples only.

Note :

- DO is not applicable in case of ground waters.
- DO in eutrophicated waters should include measurements for diurnal variations.
- SS limit is applicable only during non-monsoon period.
- Fecal Coliform values should meet for 90% times.
- Static Bio-assay method may be adopted.

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C. Periodicity of Monitoring, Sampling and Analysis

The activities mentioned above should be performed in the season-wise cycle mentioned below.

Season	Period of Monitoring	Target Date of Report submission
Pre-monsoon	April – June	31 st July
Post-monsoon	December – February	31 st March

The sample collection frequency per season is mentioned in Annexure – 2 along with minimum required samples for each of the identified critically polluting areas (CPA), Severally Polluted Areas (SPAs) & Other Polluted Areas (OPAs).

7. Analysis and Report preparation:

The Service Provider should do the necessary analysis in their accredited laboratories and prepare reports for the analysis. The draft report should be presented to MPCB for review and remarks latest by 30th June for Pre-monsoon season and by 28th February for post-monsoon season every year in pre-approved format.

After incorporating comments of MPCB, if any, the report should be finalized. The same should be presented to MPCB by the target date of report submission mentioned in the table above. The reports should be submitted both in hard copy and soft copy formats to MPCB for each of the PIAs.

8. Minimum Performance Requirements (SLA) and Penalties for non-compliance

- a. The Service Provider is required to complete the minimum number of sample types in the quantities as mentioned in Annexure – 3 for each region. MPCB reserves the right to ask the Service Provider for re-sampling and / or extra sampling as the requirement deemed necessary by MPCB.

9. Penalties for non-compliance of performance requirements

In case of any non-compliance to the provisions of this RFP in general and clause 8 above in specific, penalty/ies as mentioned below will be applicable and deducted from the payment of the Service Provider.

- a. Non-compliance of minimum samples per season / per region: For each sample below the required samples given in Annexure 3, a penalty of Rs. 10,000/- (Rs. Ten Thousand only) per sample will be levied.
- b. Non-compliance of draft / final report delivery within timelines defined: A flat penalty of

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Rs. 25,000/- (Rs. Twenty Five Thousand only) per week of delay per PIAs, where the draft report / final report has not been submitted within the timelines stipulated.

- c. Repeated non-compliance during two consecutive seasons: If it is found that the Service Provider is defaulting on its deliverables and performance parameters for two consecutive seasons of the agreement, MPCB may terminate the contract at its discretion.

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27. ANNEXURE – 3

AREA-WISE PARAMETERS TESTING REQUIREMENT

The Service Provider is to use their owned equipment for the sampling and testing. The minimum required sampling and analysis of parameters per season are mentioned in the table below.

- Each of the PIAs, three rounds of monitoring shall be carried out and the tentative no. of samples to be collected by the monitoring agency will be as per the below table. ambient air quality monitoring shall be 24 hour.
- At each of the PIAs, 24 hourly ambient air quality monitoring shall be carried out for parameters specified at Annexure-2 Part 6-A. Also representative samples each for surface water quality and ground water quality shall be collected from prominent surface and ground water bodies located in and around the clusters/ areas and the collected samples shall be analysed for the parameters specified at Annexure-2 Part 6-B
- MPCB may vary these parameters as they deem fit from time to time and the same must be adhered to.

Sr. No.	Location	Ind. Cluster	No. of Ambient Air Quality Monitoring	No of water/ waste water samples (SW)	No of Ground Water Samples	No. of VOC Samples	Duration
1	Chandrapur	Tadali	04	06	03	02	3 days
		MIDC Chandrapur	04	06	03	02	3 days
		MIDC Ghugus	04	06	03	02	3 days
		Ballarpur	04	06	03	02	3 days
2	Dombivali	MIDC Phase-I	04	06	03	02	3 days
		MIDC Phase-II	04	06	03	02	3 Days
3	Aurangabad	MIDC Chikalthana	04	06	03	02	3 days
		MIDC Waluj	04	06	03	02	3 days
		MIDC Shendra	04	06	03	02	3 days
		Paithan Road	04	06	03	02	3 days
4	Navi Mumbai	T.T.C. and Taloja	08	06	06	02	3 days
5	Tarapur	MIDC Tarapur	08	06	06	02	3 day
6	Chembur	Chembur	08	06	06	02	3 day
7	Nashik	MIDC Ambad & MIDC Satpur	08	06	06	02	3 day
8	Pimpri-Chinchwad	Pimpri-Chinchwad	08	06	06	02	3 day
9	Mahad	Mahad	08	06	06	02	3 day

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28. ANNEXURE – 4

Price Bid Format - (Part A)

Note: Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer. Additionally the bidders should print this format and fill with the rates asked, sign and seal the document and upload the same as a part of Envelope 2 submission)

The bidders should strictly follow the format given below for submitting the price –bids

Sr. No.	Monitoring, Sampling, Analysis for period	Basic rate for 9 PIA regions for Scope in Annexure-2 in Rs.	Taxes in Rs.	Amount in Rs.
		A	B	T = A + B
1	April 22 - June 22			
2	December 22 - February 23			
3	April 23 - June 23			
4	December 23 - February 24			
5	April 24 - June 24			
6	December 24 – February 25			
GRAND TOTAL				

Grand Total (In words) : Rs. _____

Note:

1. Prices quoted are for the scope and SLA as mentioned in Annexure 2 and 3 for all CPAs & SPAs and for a period of 3 years
2. The prices are valid for 180 days from the date of bid.

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

Date:

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Price Bid Format – (PART B)

Note: The bidders should print this format and fill with the rates asked, sign and seal the document and upload the same as a part of Envelope 2 submission)

The bidders should strictly follow the format given below for submitting the price –bids

Sr. No.	Monitoring, Sampling, Analysis for	Basic Unit rate / sample in Rs.	Taxes in Rs.	Amount in Rs.
		A	B	T = A + B
1	24 hours ambient air quality			
2	VOC			
3	Water, wastewater, Surface Water			
4	Ground Water			

Note:

- Prices quoted are fixed for a period of 3 years
- The prices are valid for 180 days from the date of bid.
- Rates to be quoted are unit rates only. The payment will be made on actual number of samples collected monitored per region in the given period.
- The Prices quoted above in PAT-B WILL NOT be considered for price-bid evaluation and are taken for comparative analysis and future optional needs.

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

Date:

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29. ANNEXURE – 5

DETAILS FOR E-TENDER PROCEDURE

NOTICE DETAILS

Tender Reference no.	MPCB/JD(APC)/E-Tender/01 Date 12/03/2022
Name of Work / Item	Selection of Service Provider for Monitoring, Sampling And Analysis of various environment parameters for CEPI in designated regions In Maharashtra State
Cost of blank tender document & Mode of Payment	Rs. 10,000/- (Rupees Ten Thousand Only) (Non Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage.
EMD Amount & Mode of Payment	Rs.5,00,000/- (Rupees Five Lakhs Only) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.
Date ,Time and Place of Pre Bid Meeting	17 th March 2022 11:30 Hrs at through Virtual Meeting (Link will be published by MPCB on their website)
Venue of online opening of tender	MPCB Conference Hall, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Address for Communication	Member Secretary MPC Board, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Contact Telephone & Fax Numbers	Tel.No. - 022- 240 87 295, 022- 240 10437 Fax - 022- 240 87 295 Email - jdair@mpcb.gov.in

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e-TENDER TIME SCHEDULE

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

Sr. No.	Activity	To be performed by	Start		Expiry	
			Date	Time	Date	Time
1	Release of E-Tender	Department	11/03/22	15:00	11/03/22	17:00
2	E-Tender Download	Bidder	12/03/22	11:00	22/03/22	13:00
3	Queries from Bidders	Bidders	12/03/22	11:00	16/03/22	15:00
4	Pre-bid Meeting	Department	17/03/22	11:30	17/03/22	12:30
5	Bid Submission	Bidders	12/03/22	11:00	22/03/22	13:00
6	Technical Bid Opening (Envelope - 1)	Department	23/03/22	13:30	23/03/22	14:00
7	Price Bid Opening – Tentative (Envelope - 2)	Department	To be announced			

Presentations from each of the Bidder will be scheduled on 23rd March 2022 from 1500 Hrs onwards.

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

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INSTRUCTIONS TO BIDDERS FOR e-Tendering

1. The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee through e-Tendering Online Payment Gateway mode only.
2. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
3. Bidders are also advised to refer "Bidders Manual Kit" available in this document or at <https://mahatenders.gov.in> for further details about the e-tendering process.
4. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
5. Note-
 - a. Earnest Money Deposit: - can be paid through Online Payment mode only..
 - b. All eligible/ interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tender process for this Tender. Bidders are requested to contact the telephone numbers provided on maha-tenders portal in case of any doubts/ information/difficulty regarding online enrolment or e-tendering process.
 - c. Bidders should submit the document related to tender online. Tender Fee of INR **10, 000/-** (including taxes) and Earnest Money Deposit (EMD) should be credited in to MPCB fund account by online payment gateway, before submission of tender response otherwise Bidders cannot participate in tender process. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
 - d. The Electronic tendering system for MPCB will be available on the URL <https://mahatenders.gov.in>.

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

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PREPARATION & SUBMISSION OF BIDS

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

EARNEST MONEY DEPOSIT (EMD)

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

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

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

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

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

TECHNICAL BID

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format. The list of documents for Technical Envelope is as follows:

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Sr. No.	List of Documents	Compulsory / Additional
1	Covering Letter along with its annexure as per Format in EXHIBIT 1	Compulsory
2	Attested copy of Power of Attorney	Compulsory
3	Proof of Purchase of RFP	Compulsory
4	EMD as per Section 6.6.2	Compulsory
5	Certificate of incorporation / Registration Service Tax registration certificate	Compulsory
6	GST Registrattion certificate	Compulsory
7	Copies of documents in compliance of Section 7.1	Compulsory
8	Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1	Compulsory
9	Technical Proposal as mentioned in section 7.2 PART 2 (b)	Compulsory
10	Details of Laboratory Setup as mentioned in section 7.2 PART 2 (c)	Compulsory
11	Covering Letter As per Format in EXHIBIT 2	Compulsory
12		
13	ANYTHING ELSE	
14		
15		

COMMERCIAL BID

All commercial offers must be prepared online (An online form will be provided for this)

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

Online Bid Submission

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

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environment parameters for CEPI in designated regions In Maharashtra State

OPENING OF BIDS:

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

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

TECHNICAL ENVELOPE (T1):

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

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

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

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

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

COMMERCIAL ENVELOPE (C1):

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only,
And for those Bidders who have qualified through Technical Qualification Criteria.