

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

TABLE OF CONTENTS

1.	DISCLAIMER.....	2
2.	LIST OF ABBREVIATIONS.....	3
3.	DEFINITIONS.....	4
4.	PROJECT CONCEPT & STRUCTURE	5
5.	DESCRIPTION OF THE SELECTION PROCESS	6
6.	PROCEDURES TO BE FOLLOWED.....	8
7.	SUBMISSION OF TECHNICAL BID: COVER - 1.....	13
8.	EVALUATION OF PRICE BID: COVER 2.....	18
9.	PAYMENT TERMS.....	19
10.	INDEMNIFICATION.....	20
11.	INTELLECTUAL PROPERTY RIGHTS (IPR).....	20
12.	SAFETY CODE	20
13.	COMPLIANCE WITH STATUTE, REGULATIONS.....	21
14.	ASSIGNABILITY.....	21
15.	CONFIDENTIALITY.....	21
16.	NON-SOLICITATION.....	21
17.	CORRUPT & FRAUDULENT PRACTICES.....	21
18.	TERMINATION OF CONTRACT.....	22
19.	FORCE MAJEURE	23
20.	SERVICE PROVIDER'S LIABILITY	23
21.	CONFLICT OF INTEREST	24
22.	ARBITRATION.....	24
23.	LEGAL JURISDICTION	24
24.	EXHIBIT – 1.....	25
25.	EXHIBIT – 2.....	26
26.	ANNEXURE – 1.....	27
27.	ANNEXURE – 2.....	28
28.	ANNEXURE - 3.....	30
29.	ANNEXURE – 4.....	34
30.	ANNEXURE – 5.....	36

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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

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*.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

2. LIST OF ABBREVIATIONS

MPCB	Maharashtra Pollution Control Board
CPCB	Central Pollution Control Board
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

**Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State**

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) to provide logistics support for Stack and Ambient Air Monitoring for environmental surveillance 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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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.

One of the charters of the Board is to monitor the levels of pollution in the atmosphere and take necessary measures to ensure a safe environment within its jurisdiction. To this extent MPCB needs to undertake Emissions Testing, otherwise referred to as Stack Sampling or Stack Monitoring. This is the experimental process for evaluating the characteristics of industrial waste gas stream emissions into the atmosphere. Materials emitted to the air from these sources can be solid, liquid, or gas; organic or inorganic. Ambient air monitoring is necessary to assess the prevailing Air Quality in the industrial and other urban area to comply with AQ Standards 2009 notification of GoI.

4.2 OBJECTIVE OF THE RFP

Stack and ambient air monitoring on a regular basis across 12 regions of Maharashtra Pollution Control Board is an important activity to understand and maintain air quality standards within the state and forms as an important mandate for Maharashtra Pollution control Board, as the apex regulating body of Maharashtra state. The objective of this RFP is to find a suitable Service Provider having the requisite experience, resources and capabilities for Stack and Ambient air monitoring for Environmental Surveillance in 12 regions of Maharashtra Pollution Control Board.

Successful bidder (called as the Service Provider - SP) would be awarded the project under Contract / Work Order having a broad scope defined below.

1. Transportation to and from the sampling site (industry)
2. Collection and preservation of samples under supervision of MPCB officials
3. Preparation of Monthly activity report and submission to MPCB for every region.

The detailed scope of work is mentioned in Annexure -3 of this RFP document

4.3 CONTRACT PERIOD

A single contract will be given to the Successful Bidder for services to ALL regions. The successful bidder will be awarded the contract which will commence from the date of the LoA or signing of the contract, whichever is later. 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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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 for ALL the regions. The bidders MUST bid for ALL the regions. However, ONLY one bid can be submitted by the bidder. In case the bidder fails to bid for ALL the regions, his bid will be considered as non-responsive and the Bidder will be disqualified from the bid evaluation process. The evaluation criteria for assessment of the Price Bid are described in Section -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

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

Successful Bidder. MPCB is not bound to award a LoA to the lowest price bidder.

5.5 AWARD OF LoA

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	1230 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	24th March 2022 1100 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.

**Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State**

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**

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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

2. Cover 2 – Price Bid

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. Bidder CAN NOT bid for selective regions. The Bidder MUST quote for ALL 12 regions mentioned in Annexure -1 of this RFP as a per sample cost, through a single bid. The contract will be awarded based on the unit rate of the Successful Bidder. However, payment will be made on the basis of the actual number of Samples collected of each type. Only one bidder will be declared as successful bidder for the overall contract for all 12 regions.
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

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

- 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.
 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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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 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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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. 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. 10,00,000.00 (Rupees Ten Lakh Only)** Pls 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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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 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, located in state of Maharashtra as on date of bidding. Exception will be given ONLY to bidders who have applied for renewal of their status at least 3 months before expiry of their current certificate. A letter to that effect from the Auditing agency should be provided in Technical Bid in such conditions.
3. The bidder should have ISO 14001 and NABL certification valid as on date of bidding.
4. The Bidder should have valid PF and ESIC / Group registration as on the date of bidding and in force not later than 1st April 2016.
5. The bidder should have executed at least ONE (1) order for Stack and Ambient air monitoring of value greater than or equal to Rs. 50 Lacs in any of the last three years ending 31st March 2021.
6. 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.
7. The Bidder should submit the EMD as stipulated in section 6.6.2

7.2. COVER 1: INFORMATION FORMATS

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

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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 Service Tax registration certificate f) Copy of certificates in compliance with clause 7.1 (2), 7.1 (3) and 7.1(4) g) Copies of orders in compliance section 7.1 (4)
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, 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

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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.

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:

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

Sr	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
1	Financial Capability			
a	Average Turnover (AT) of the organisation for past 3 financial years ending 31st March 2021		10	Certificate from CA
	AT < Rs. 7.00 crores but ≥ 3.00 Crores	1		
	AT < Rs. 10.00 crores but ≥ 7.00 Crores	3		
	AT ≥ Rs. 10.00 crores	5		
b	Net-worth of the organisation as on 31st March 2021		10	Certificate from CA
	Net worth < Rs. 1.00 crores but > 0.50 Crores	1		
	Net worth < Rs. 3.0 crores but ≥ 1.00 Crores	3		
	Net worth ≥ Rs. 3.00 crores	5		
2	Organisation's Capability			
A	Organisation Certifications	10		
i	ISO 9001 and OHSAS 18000 certification	5	40	Certificates valid thru March '22
ii	NABL accreditation	5		
B	Manpower Certifications**	10		
i	Number of supervisor grade resources (Min. 10) per region for which bidding is done (refer Annex 3, pt 5 for qualifications)	5	40	Self-attested region-wise list of Certified resources to be attached for the regions being bid for
ii	Number of electrician grade resources for (Min 2) per region for which bidding is done (refer Annex 3, pt 5 for qualifications)	5		
C	Testing and analysing equipment owned by the bidder with calibration certificate not earlier than 1 st October 2021 ONE set of equipment as mentioned in Annexure 2, (i.e. RDS PM 10 and PM 2.5 and Stack monitoring kit) per SRO 2 marks for ONE set in individual SRO	10		Invoice of Purchase of equipment with latest calibration certificate
D	Number of regions (RO / SRO locations mentioned in Annexure -1) in Maharashtra where Bidder has office having min staff of 5	10		Self-Attested List of offices with Address, Telephone Number and Contact Person
	Regions = 2	2		
	Regions < 5 but > 2	5		
	Regions ≥ 5	10		
3	Past Performance:			
A	Completed Orders for Stack / Ambient Air quality monitoring for value > Rs. 25 Lacs in 3 years ending as on 31st March 2021)		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			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	

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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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.

The bidder **MUST** bid for all the 12 regions (mentioned in Annexure 1) as a single contract and as a per sample basis. It may further be noted that the quantities mentioned in the Price Bid Format are for a typical calculation only for Price Bid evaluation purpose.

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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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. 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 have been awarded **70** or more marks by the Committee will be opened.

The evaluation will be carried out if Price bids are complete and computationally correct. For the purpose of evaluation, only the Grand Total 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 vendor 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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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.

The bidder having the highest composite score will be declared the successful bidder. Only ONE Successful Bidder for the entire 12 regions will be announced.

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.

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.

Upon the Successful Bidder accepting the LoA / Work Order, MPCB will sign a services contract with the service provider. A SINGLE contract for ALL regions will be signed. 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.

It may specifically be noted that the Price Bid format is given for arriving at a typical value of a combination of Ambient Air Sample and Stack Sample. The contract will be awarded to the successful bidder based on the Unit rates quoted. However, the payment will be made to the Service Provider based on the actual number of Samples collected during the designated period.

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 will sign the Contract. 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 (A sample contract value will be calculated based on MPCB's estimate of number of Samples per annum based on the rates quoted) in favour of MPCB at the time of signing of the contract. The PBG shall be in the form of a guarantee/s of a Nationalised Bank acceptable to MPCB and shall be valid till the end of 38 months from the date of issuance.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

2. MPCB HQ will centrally release the payment to the Service Provider based on acceptance from respective Regional Offices, in 12 equal installments on quarterly basis in arrears and based on the actual number of samples collected. The payments will be released after deduction of penalties, if any, for the elapsed quarter. The penalties are elaborated in the SLA.
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

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 equipment and samples collected as per safety code and rules in force. The successful Bidder will be solely responsible for any untoward incidences during

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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 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

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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 of 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 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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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

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

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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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. CONFLICT OF INTEREST

It is imperative that the Successful Bidder (Service Provider) will have no conflicting interests – business-wise or otherwise. To this extent the Successful Bidder(s) will have to

- i. Declare any and all existing on-going contracts / assignment for similar work in the region(s) for which they have been given contract by MPCB.
- ii. Give an undertaking to MPCB that the bidding organisation and their sister companies / group companies or any other organisations sharing directors / staff will not undertake any contract of similar works in the region which will conflict with MPCB's interest.
- iii. Terminate all the existing and on-going contracts (with the necessary notice periods, as applicable, but not exceeding 2months from the date of LoA)

In case, any of the Service Providers is found in violation of any of the terms mentioned above, MPCB reserves the right to terminate their contracts without any notice and take penal actions.

In case of an opportunity, not under the purview of the current MPCB contract with the Service Provider for the region, the Service Provider will intimate MPCB about such opportunity in writing and seek permission from MPCB in execution of such opportunity. The Service Provider agrees to abide by MPCB's decision in this regard.

22. 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.

23. LEGAL JURISDICTION

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

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

24. 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 Providing Logistics Support for Stack And Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

Please find enclosed our Bid for “**Selection of Service Provider for Providing Logistics Support for Stack And Ambient Air Monitoring For Environmental Surveillance 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. We are bidding for ALL regions (Total 12, as mentioned in Annexure 1)
5. 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.
6. 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)

Name & Designation of the Person:

**Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State**

25. 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 Providing Logistics Support for Stack And Ambient
Air Monitoring For Environmental Surveillance 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 Twelve (12) 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:

**Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State**

26. ANNEXURE – 1

LIST OF REGIONS OF MPCB WITH ADDRESSES OF RESPECTIVE RO / SRO

**Bidders are requested to visit the following link for the detailed addresses of the
Regional Offices (RO) and Sub Regional Offices (SRO)**

<https://www.mpcb.gov.in/about-us/offices/amravati>

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

27. ANNEXURE – 2

SPECIFICATIONS OF EQUIPMENT TO BE USED

The Service Provider is to use their owned equipment for the sampling and testing. Listed below are the minimum technical specifications of the equipment to be used, which MUST be complied by the bidders. The equipment should be regularly calibrated, the latest being not earlier than 1st April 2020.

ITEM NO 1 : PORTABLE (HAND-HELD) AIR SAMPLER

The multi-gas portable sampler for field monitoring and collection of ambient gaseous pollutants. The basic operation system should be contained in a single light weight, compact, all non-corrosive stainless steel / anodized Aluminium / FRP with built in sampler pump, flow measuring rotameter and complete sampling train housing consisting of 2 impingers

Sr. No.	Parameter	Description
1	Suctions Pump	Built in and Diaphragm type or Rotary vane
2	Max vacuum	Adequate to generate required flow rate
3	Rotameter	0 - 2 lpm flow rate
4	Timer (Battery operated)	3 digit display in minutes adjustable from 0 to 12 hrs.
5	Running time	1 – 999 minutes
6	Delay time	1 – 99 minutes
7	Power supply	230 + 10 V AC, 50 Hz with Battery charger and rechargeable batteries (2000 mAH)
8	Run	10 hours with full charge at 1 lpm.
9	Charge	15 hours or less
10	Sampling train	Consisting of 2 nos. 35 ml. glass impingers connected with superior quality teflon / silicon tubing to be kept in ice tray.
11	Accessories	Sampler to be supplied complete with carrying case, spare impingers (2 nos.), Power cord and manual.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

ITEM NO. 2 : STACK MONITORING KIT

Sr. No.	Parameter	Descriptions
1	Stack Velocity Range	3 to 60 m/sec
2	Stack Temp. Range	0 to 600oC
3	Particle sampling	At 6 to 60 lpm
4	Gaseous Sampling	At 1 to 2 lpm. Collection on a set of impingers
5	Pitot tube	Modified S-type pitot tube shall be fabricated from SS304 or equivalent. The construction features should be as per CPCB Doc. No. Emission Regulation (Dec.1985) Part II. Calibration certificate from reputed CSIR or IIT labs / Calcutta Test House or manufacturers' NABL accredited laboratory should be provided for each Pitot tube
6	The Kit should have facilities to connect accessories like Heated Probe, Cyclone separator etc. and should be supplied with these accessories	

ITEM NO. 3: SAMPLING PROBE

Fabricated from SS304 tube of suitable diameter (not less than 15 mm ID). The lengths of the Pitot Tube and the sampling probes shall be 1m and with extension of 2m

ITEM NO. 4 : NOZZLES

A set of four nozzles fabricated from SS304 or equivalent material with internal diameters suitable to cover the full range of stack velocities. The leading edge of the nozzle should be sharp and tapered. The minimum internal diameter of the nozzle should not be less than 3 mm

ITEM NO. 5: THIMBLE HOLDER

Filter holders fabricated from SS304 suitable to hold cellulose / glass fiber thimbles

ITEM NO. 6: THERMOCOUPLE

Thermocouple sensor with digital dial gauge capable of measuring temperature from 0 to 600° C covered with stainless steel or mild steel casing with acid resistant treatment

ITEM NO. 7: MOUNTING FLANGE

A pair of male/female flanges fabricated out of mild steel with proper hole for mounting thermocouple sensor, sampling tube and Pitot Tube

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

28. ANNEXURE - 3

DEFINITION OF SERVICES AND 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 as mentioned in Annexure 2 bearing the specifications mentioned therein.

The general list of equipment to be provided is mentioned here. Stack monitoring kit, probe, pitot tube, thimble holder, ice box, thermocouple, electronic pressure gauge for measuring static and vacuum pressure inside stack, vacuum pump, Handy Sampler for gaseous sampling, R.D.S. (PM10 and PM 2.5)

These equipments 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 provide minimum ONE set of equipment per SRO. Thus in case Service Provider has contract for multiple regions, proportionate number of equipment sets have to be provided. One reserve set of resources in good working condition should be stationed at Regional Office(RO) and should be used only in case of emergency as directed by the RO.

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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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 as well as MPCB staff 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 electrical fittings, mechanical tools for opening of flanges, blind plates, chain-pulley for lifting of equipment, 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 or as may be issued 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 fiber), 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.

The Service Provider is required to have minimum ONE team deployed at each office SRO permanently stationed on all working days of MPCB. Each team should comprise of at-least ONE supervisor, ONE electrician and adequate number of fitters / helpers.

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

Supervisor : BSc with minimum 3 years experience in ambient air / air stack monitoring

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

Electrician : Diploma holder / ITI certified with minimum 3 years experience

Fitter : ITI Certified with minimum 3 years experience

In case of any non-compliance, MPCB reserves the right to levy penalty as mentioned further in RFP.

6. Field Sampling:

The Service Provider is required to collect samples for the industries in the region. The Field sampling will be for measurement of temperature, pressure, velocity at various traverse points, isokinetic sampling for Particulate Matter, sampling of gaseous pollutants specific for the stack (fuel burning / process) by suitable method (as mentioned below) with absorbing solution or bag/tube. The parameters are mentioned below:

Sr. No.	Parameters	Remarks
1	Temperature	All the samples should be collected to facilitate analysis of all these parameters
2	Velocity for isokinetic sampling	
3	Suspended Particulate Matter (SPM) Particulate Matter PM-10/PM-2.5	
4	SO ₂	
5	NO _X (N ₂ O)	
6	HC	
7	CO	
8	CH ₄	
9	H ₂ S	
10	CS ₂	
11	Cl ₂	
12	NH ₃	
13	Fluoride	
14	Hg	MPCB may ask the bidders to monitor these parameters from time to time at extra cost
15	Pesticides	
16	VOC	
17	PAH, PCB, BTEX	
18	Asbestos	

The industries, where samples need to be collected and the schedule for sampling has to be decided in conjunction with MPCB officials (concerned RO / SRO). The actual sample collection has to be under supervision of MPCB officers.

Frequency of sampling should be minimum FIFTY (50) Stack / Ambient Air monitoring per region per month with minimum 30 stack samples. Schedule has to be finalized in conjunction with MPCB officials and should be finalized at least 10 days in advance for subsequent month.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

7. Calculations and Report preparation:

The Service Provider should do the necessary calculations and prepare reports for the analysis. The reports should be presented in the pre-approved reporting templates approved by MPCB and should be presented within SEVEN days of sample collection. The reports should be submitted both in hard copy and soft copy formats to appropriate MPCB authority of the region.

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

Following are the minimum performance requirements and obligations of the Service Provider. The same will be monitored on quarterly basis.

- a. No. of samples per month: Minimum 50 stacks and ambient air samples (min 30 stacks) to be monitored per region per month. The schedule for the same has to be decided by the respective MPCB RO / SRO.
- b. Availability of manpower, equipment and transport facility: Minimum one team (Supervisor, Electrician, fitters) should be available per vehicle. Each vehicle MUST carry at least ONE (1) stack monitoring equipment and TWO (2) ambient air monitoring equipment. The transport will be made available starting from the RO / SRO office and will report back to the same office after every visit.

9. Penalties for non-compliance of performance requirements

In case of any non-compliance to the provisions of this RFP in general and clause 9 of Annexure 3 in specific, penalty/ies as mentioned below will be applicable and deducted from the quarterly payment of the Service Provider.

- a. Non-compliance of minimum samples per month: For each sample below the minimum specified (50) per region / per month, a penalty of Rs. 10,000/- (Rs. Ten Thousand only) per sample for respective region will be levied.
e.g.: No. of samples collected in one month in one SRO = 47. Penalty applicable for the month will be Rs. 30,000/- (3 x Rs. 10,000/-). This penalty with any other penalties during the quarter will be deducted from the payment due for the quarter.
- b. Non-compliance of manpower, equipment and transport facility: A flat penalty of Rs. 10,000/- (Rs. Ten Thousand only) per instance of impacted testing will be levied.
e.g. Adequate manpower / equipment / transport is not available for a visit to, say 4 sampling sites, thus affecting sampling of 4 sites planned. Penalty applicable will be Rs. 40,000/- (4 x Rs. 10,000/-). This penalty with any other penalties during the quarter will be deducted from the payment due for the quarter.
- c. Repeated non-compliance during two consecutive quarters: If it is found that the Service Provider is defaulting on its deliverables and performance parameters for two consecutive quarters of the agreement, MPCB may terminate the contract at its discretion.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

29. 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 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.	Service	Qty	Basic Unit Rate per sample without GST	Amount without GST in Rs.
A	Basic Unit Rate for field Stack sampling of parameters 1 to 13 Applicable for ALL Regions as per Scope of Work Defined in Annexure 3	30		
B	Basic Unit Rate for field Ambient Air sampling of parameters 1 to 13 Applicable for ALL Regions as per Scope of Work Defined in Annexure 3	20		
GRAND TOTAL (A+B)				

Grand Total in Words: Rs. _____

Note:

1. Prices quoted are for per sample and for the scope and SLA as mentioned in Annexure 3 and for a period of 3 years
2. The prices are valid for 180 days from the date of bid.
3. Rates to be quoted are unit rates only. The payment will be made on actual number of samples collected and monitored in the given period.
4. Price Bid evaluation will be based on Basic Prices without GST. Applicable GST will be paid extra at the time of payment.
5. The price bid evaluation will be made on the basis of the rates quoted in this PART -A ONLY

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

Date:

**Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State**

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.	Service	Basic Unit Rate per sample without GST
1	Basic Unit Rate for field Stack sampling of parameters 14 to 18 Applicable for ALL Regions as per Scope of Work Defined in Annexure 3	
2	Basic Unit Rate for field Ambient Air sampling of parameters 14 to 18 Applicable for ALL Regions as per Scope of Work Defined in Annexure 3	

- Note:**
1. Prices quoted are for the scope and SLA as mentioned in Annexure 3 and for a period of 3 years
 2. The prices are valid for 180 days from the date of bid.
 3. 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.
 4. **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:

**Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State**

30. 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	Stack And Ambient Air Monitoring For Environmental Surveillance 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, NEFT / RTGS
EMD Amount & Mode of Payment	Rs.10,00,000/- (Rupees Ten Lakhs Only) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS
Date ,Time and Place of Pre Bid Meeting	17 th March 2022 12:30 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

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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	12:30	16/03/22	13:00
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 24th March 2022 from 1100 Hrs onwards. Bidder-wise schedule will be informed later.

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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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

**Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State**

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:

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance In Maharashtra State

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 anywhere 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.

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Logistics Support for Stack And
Ambient Air Monitoring For Environmental Surveillance 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.