



Environment and Climate Change Department

Request for Proposal

For

**Selection of Agency to conduct Desktop Assessment -
Majhi Vasundhara Abhiyan 2021**

RFP Reference No: 210226-fts-0128

Date of Issue: 27 Feb 2021

RFP Price: INR 5,000

Issued By:

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Disclaimer

This Request for Proposal (RFP) for “Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021” (hereinafter referred to as “Project”), is issued by Maharashtra Pollution Control Board, GoM (herein referred to as ‘MPCB’).

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MPCB, nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed RFP for “Project”, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MPCB. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for deciding to participate in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MPCB Project, the regulatory regime which applies thereto and by and all matters pertinent to the MPCB Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the MPCB Project. MPCB shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

MPCB shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MPCB in selecting the Service Provider who qualifies through this RFP shall be final and MPCB reserves the right to reject any or all the bids without assigning any reason thereof. MPCB further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

MPCB may terminate the RFP process at any time without assigning any reason and upon such termination MPCB shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

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Section I: Instruction to Bidders

Abbreviations

Abbreviation	Description
EnvCC	Department of Environment and Climate Change
DIT	Directorate of Information Technology
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GCC	General Contract Conditions
GP	Gram Panchayat
GST	Goods and Services Tax
GOM	Government of Maharashtra
MIS	Management Information System
MPCB	Maharashtra Pollution Control Board
NDA	Non-Disclosure Agreement
PDF	Portable Document Format
PKI	Public Key Infrastructure
PRI	Panchayati Raj Institution
RFP	Request for Proposal
PBG	Performance Bank Guarantee
QMS	Quality Management System
SLA	Service Level Agreement
SSP	Selected Service Provider
TCV	Total Contract Value
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TEC	Tender Evaluation Committee
ULB	Urban Local Body

Key Terms

Term	Definition
Assets	All Assets used in providing Services in accordance with this RFP and shall include: All Infrastructure required for delivery of Services under the Project All data, documentation, reports, records, etc. created during the course of the Project for the purpose of the Project All enhancements and improvements to the above Assets;
Authority/Nodal Agency/Purchaser	Means Maharashtra Pollution Control Board, Government of Maharashtra i.e. the issuer of this tender
Bid/ Proposal	This means the documents in their entirety comprising of the Eligibility Proposal, and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, the Bidder herein, in response to the RFP, and accepted by MPCB
Bidder(s)	Eligible, reputed, qualified entities with strong technical and financial capabilities for scope defined in this RFP
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Contract / Project Period	The time period for completion of the entire project scope of work defined in the RFP
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in MPCB, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the bid process of this RFP
End of Contract	This refers to the time when the Contract Period shall end
RFP Portal	The web portal https://mahatenders.gov.in/ that is official portal for all details and submissions related to this RFP process
Letter of Intent	This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Bidder for implementation of the Project
Net-worth	Paid-up share capital + Reserves and surpluses (excluding Revaluation Reserves) – Preliminary and pre-operative expenditure, accumulated losses and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the auditors' report.

Term	Definition
Nodal Agency/ MPCB	Refers to the Maharashtra Pollution Control Board, the governmental agency executing the Project.
Project	To conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021
RFP/ Tender	Refers to Request for Proposal containing the technical, functional, commercial and operational specification and including all clarifications/addendums, explanations and amendments issued by MPCB in respect thereof
Sign-off	A written documentation issued by MPCB evidencing the acceptance, approval or completion, as the case may be, of any Deliverable including any documentation of the Project such that may be required in terms of the Contract
Sub-Category of Organizations	Refers to the various organization's types under MPCB included in scope of work of this Tender
Successful Bidder/Selected Service Provider/ Selected Consultant	Refers to the bidder who has gone through the selection criteria as mentioned in the RFP and has been selected by the department for the mentioned work
Total Contract Value/ Contract Value	Value (Exclusive of all taxes, levies and duties) finally agreed between MPCB and the Bidder for the delivery of Services mentioned in the RFP (after negotiations with the selected Bidder); which will be the maximum value payable to the Bidder for this Project.
Users	This means the internal and external users of the Project including citizens, business firms, MPCB including its institutes, corporations and agencies and their employees, as the context admits or requires

1. Tender Notice

RFP reference No:

Date:

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for “**Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021**”. The prospective firms may download the technical and commercial bid from the e-tendering portal <https://mahatenders.gov.in> and submission of bid may be done as per details provided in RFP.

For complete details & formats of e-tender, the bidders can visit <https://mahatenders.gov.in> Tender Fee payment of INR 5, 000 (Non-Refundable) by payment gateway online /RTGS /NEFT /ECS. No brokers/intermediaries shall be entertained. MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

Note:

1. The detailed timetable for the various activities to be performed in e-tendering process by the renderer for quoting their offer is given in this tender document under "**TENDER SCHEDULE**". Bidder should carefully note down the cut-off dates for carrying out each e-tendering process/activity.
2. Every effort is being made to keep the website up to date and running smoothly 24 x 7 by the service provider. However, MPCB takes no responsibility, and will not liable for the website being temporarily unavailable due to any technical issue at any point of time. Therefore, bidders are encouraged to submit their proposals and complete the process at least 3 days prior to the deadline. The tenders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance to avoid any inconvenience due to unforeseen technical problems, if any.
3. In any event MPCB will not be liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, including all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. MPCB will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.

2. Invitation for Bids

1. MPCB hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the **“Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021”** as detailed in this RFP document.
2. 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.
3. 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.
4. 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.
5. 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.
6. Note-
 - a. Earnest Money Deposit: - can be paid through Online Payment mode or through Bank Guarantee as per details mentioned in the table given below.
 - 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. The bidders who wish to submit the payment of EMD by way of Bank Guarantee, physical instrument of the EMD (Bank Guarantee) should be submitted on the day of opening bids and the scanned copy should be uploaded along with the technical documents in the technical proposal envelope. Tender Fee of INR 10, 000/- (including taxes) 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>.

7. The summary of details regarding this invitation of bids are listed in the table below:-

S.N.	Items	Description
1	RFP Reference Number	210226-fts-0128 dated 26-02-2021
2	Name of the Project	Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021
3	RFP Document Download Start / End Date & Time	27 Feb 2021 to 05 March 2021
4	Last date to send in requests for clarifications	All the queries should be received on or before 03 March 2021 through email only with subject line as follows: "Queries – Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021 -<Agency's Name>". The Pre-Bid queries to be sent to the Email Id :- eic@mpcb.gov.in
5	Date and Time pre bid Meeting	4 th March 2021, 14:00 hours
6	Last date (deadline) for submission of bids	12 th March 2021 at 17:00 hours
7	Tender Fee to be paid via Online Payment Gateway mode only.	INR 5,000/- (Five Thousand INR)
8	Date Time and Place of opening of Technical Proposals	Will be intimated later to the qualified bidders
9	Date Time and Place of opening of Financial Proposals	Will be intimated later to the qualified bidders
10	Earnest Money Deposit (EMD) to be paid in form of Online Payment	INR 30,000 (thirty thousand only)
11	Performance Bank Guarantee (PBG) from Nationalized Bank	5% of the contract value valid up to 60 days post end of contract ONLY from nationalized bank.
12	Bid Validity Period	120 days from the last date (deadline) for submission of bids.
13	Contract Period	1 Month
15 14	Contact Details Member Secretary Maharashtra Pollution Control Board, KalpataruPoint, 3rd floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-24087295 Email ID: eic@mpcb.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 technical bid submission

Tender Schedule:

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

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time (hrs.)
1	Release of E-tender	Department	27th February,2021	11:00	27th February,2021	17:00
2	E-tender Download	Bidders	27th February,2021	11:00	5th March ,2021	17:00
3	Clarification for Pre-bid	Bidders	27th February,2021	11:00	3rd March ,2021	17:00
3	Pre-bid Meeting	Department	4th March ,2021 14:00 hrs			
6	Bid Submission	Bidders	27th February,2021	11:00	12th March ,2021	17:00
8	Envelope Opening Date (Technical Bid)	Department	15th March ,2021	11:00	15th March ,2021	13:00
9	Envelope Opening Date (Price Bid)	Department	To be announced 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.

3. Instructions to Bidders

3.1 Introduction of MPCB

Maharashtra Pollution Control Board (MPCB) is implementing various environmental legislations in the state of Maharashtra, mainly including Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Water (Cess) Act, 1977 and some of the provisions under Environmental (Protection) Act, 1986 and the rules framed there under like, Biomedical Waste (M&H) Rules, 1998, Hazardous Waste (M&H) Rules, 2000, Municipal Solid Waste Rules, 2000 etc. MPCB is functioning under the administrative control of Environment Department, Government of Maharashtra

3.2 Purpose

Majhi Vasundhara Abhiyan was launched by Honorable Minister Tourism, Environment and Climate Change on 2nd October 2020. It is a unique integrated first ever exercise by Environment and Climate Change Department, Government of Maharashtra for urban and rural areas with the following objectives:

- To encourage active participation in different climate change mitigation initiatives in a timely and innovative manner.
- To identify dynamic and incremental/scalable measures towards sustainable environment through replication.

Around 500 ULB's and PRI's were identified as a potential participant for the Majhi Vasundhara Abhiyan. The *abhiyan* will be conducted under four verticals, i.e. Amrut Cities, Municipal Councils, Nagar Panchayat and Gram Panchayat. The timeline for the first Majhi Vasundhara Abhiyan is from **2nd October 2020 to 5th June 2021**. On the world environment day 2021 (i.e. 5th June) the winner under all four verticals will be announced.

The evaluation of the Majhi Vasundhara Abhiyan will be done in two stages

- Stage 1 : Desktop Assessment
- Stage 2 : Third party site visit for direct observation and citizen feedback

The purpose of this RFP is to select an agency having required experience and expertise to conduct desktop assessment as per the Stage 1 evaluation process for Majhi Vasundhara Abhiyan within the stipulated time frame.

3.3 Completeness of Response

1. The response to this RFP should be full and complete in all respects.
2. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD.

3.4 Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and MPCB shall not be held responsible for any cost incurred by the bidder.
2. Submission of a bid does not entitle the bidder to claim any cost and rights over MPCB and MPCB shall be at liberty to cancel any or all bids without giving any notice.
3. All materials submitted by the bidder shall be the absolute property of MPCB and no copyright /patent etc. shall be entertained by MPCB.

3.5 Bidder Inquiries

1. Bidder shall E-Mail their queries, as per details in the format as prescribed in the Annexure 1.
2. The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic / queries will be entertained thereafter.
3. This response of MPCB shall become integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses.

3.6 Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
2. The Bidders are advised to visit the aforementioned websites/portal on regular basis to check for necessary updates. The MPCB also reserves the right to amend the dates mentioned in this RFP.

3.7 Supplementary Information to the RFP

1. If MPCB deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP.
2. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

3.8 MPCB's right to terminate the process

1. MPCB may terminate the RFP process at any point of time and without assigning any reason.
2. MPCB reserves the right to amend/edit/add/delete any clause of this Bid Document.
3. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-Tendering portal.

3.9 Earnest Money Deposit (EMD)

1. Bidders are required to submit an Earnest Money deposit (EMD) online for an amount of INR 30,000 (thirty thousand 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
2. Unsuccessful Bidder EMD will be returned within 30 days from the date of finalization of the tender. EMD of successful bidder will be returned only after submission of Performance Bank Guarantee.
3. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to the all Bidders (including the Successful Bidder(s)) without any accrued interest on it.
4. The Bid submitted without EMD or with EMD which does not conform to RFP clauses, mentioned in this document, will be summarily rejected.
5. The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.

- b. In case of a Successful Bidder(s), if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then MPCB shall reject the bid and, if necessary, initiate action.
6. The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

3.10 Authentication of Bid

1. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid.
2. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

3.11 Language of Bids

1. This bid should be submitted in English language only.
2. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submit with the bid, and English translation shall be validated at MPCB's discretion.

3.12 Patent Claim

1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim.
2. If the Successful Bidder fails to comply and MPCB is required to pay compensation to a third party resulting from such Infringement, the Successful Bidder shall be responsible for such compensation, including all expenses, court costs, lawyer fees etc.
3. MPCB shall give notice to the Successful Bidder(s) of any such claim and recover it from the bidder.

3.13 SUBMISSION OF THE BID

3.13.1 Cover 1 – Technical Bid

The information to be submitted by the Bidders as Cover 1 of their Bids is described [Annexure 5](#).

3.13.2 Cover 2 – Price Bid

The Information to be submitted by the Bidders in the Price Bid (Cover 2) is described in Section 6.2 and given BoQ format

The Bidders are requested to follow the Bid submission process which is detailed in [Annexure 5](#) as per the schedule.

3.14 Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in two (2) envelope system. Submission of bids shall be in accordance to the instructions given in the Table below:

Table: Documents Required			
S. No.	Document Type	Document Format	Online Submission
TRFP Fee & EMD and Eligibility Details - Envelope –A			
1.	Tender Fee	Online Payment of INR 5,000/- & scanned copy of the receipt to be submitted online with the proposal	Yes
2.	EMD	Online Payment of 30,000/- & receipt/scanned copy to be submitted online with the proposal	Yes
3.	Technical Proposal	The Eligibility criteria Proposal shall be prepared in accordance with the requirements specified in Section 3.21 The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP.	Yes
Financial Bid– Envelope –B			
4.	Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP.	Yes

2. The following points shall be kept in mind for submission of bids;
- MPCB shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.
 - The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.
 - The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
 - MPCB may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
 - Financial Proposal shall not contain any technical information. Similarly, technical proposal with any financial cost related information shall be summarily rejected and the bidder shall be disqualified from the tender process.

- f. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.
- g. Proposals sent by fax/ post/ courier shall be rejected.
- h. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are uploaded on the portal well within time and MPCB shall not entertain any representation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

3.15 Late Proposal

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system.

3.16 Modification and Withdrawal of Proposals

1. No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by MPCB in the RFP.
2. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

3.17 Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP.
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the MPCB.

3.18 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

3.19 Bid Opening and Evaluation Process

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
2. MPCB reserves rights at all times to postpone or cancel a scheduled Bid opening.
3. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if

the representative of the Bidder remains absent, MPCB will continue process and open the bids of the all bidders.

4. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MPCB has the right to reject the bid after due diligence is done.

3.20 Tender Evaluation Committee

1. MPCB shall form a Tender Evaluation Committee (hereinafter referred to as “TEC”) to evaluate the bids.
2. The TEC shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the TEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
4. The TEC may ask for meetings with the bidders to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder’s client site to validate the credentials/ citations claimed by the bidder.
5. The TEC reserves the right to reject any or all proposals entails the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
7. The TEC would submit its decision to the competent authority whose decision would be final and binding upon the bidders.

3.21 Evaluation Process

1. TEC shall review the proposal of the Bidders to determine whether the requirements as mentioned in Section 3.21 of the RFP are met. Incomplete or partial Proposals are liable for disqualification.
2. Bid Evaluation shall be conducted in two stages –
 - A. In the first stage, Technical Proposals shall be opened and evaluated as per the Eligibility criteria mentioned in Section 3.21 of the RFP.
 - B. In the Second stage, Financial Proposal of those Bidders who qualify in Eligibility Criteria, shall be opened. All Bids shall be opened in the presence of Bidder’s representatives who choose to attend the Bid opening sessions on the specified date, time and address.
3. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules and rules defined in this RFP.
4. Please note that TEC may seek inputs from their professional, external experts in the bid evaluation process.

3.22 Eligibility Criteria

S. N.	Eligibility Criteria	Document to be submitted
EC 1	The bidder “A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 since last 3 years.”	<ul style="list-style-type: none"> ▪ Certificate of Incorporation ▪ Copy of PAN Card ▪ Copy of GST Certificate with GST Number (Annexure 1 – Document 1 to 7)
EC2	The bidder should have minimum average annual turnover of INR Rs. 5 Lakhs in last three financial years (FY 2017-2018, 2018-2019, 2019-2020) as on last date of submission.	<ul style="list-style-type: none"> ▪ Duly filled Format for Financial years 2017-2018, 2018-2019, 2019-2020 to be submitted on the letterhead of the Chartered Accountant (Annexure 1 – Document 8) ▪ Audited Profit & Loss Statement (Annexure 1 – Document 9)
EC 3	<p>The bidder should have an experience of successfully completed similar work as defined below:</p> <p style="text-align: center;">One project of order value more than 15 lakhs OR Two projects of order value more than 10 lakhs OR Three projects of order value more than 6 lakhs</p> <p>For the purposes of evaluation of responses to this RFP, similar work shall mean assignments in India (should have been completed within the past 5 years, ongoing engagements which have started more than 6 months earlier than the date of submission of proposals for this RFP shall also qualify) which have done survey related work for central government /state government / educational institutions / social sector organizations / national or international donor / PSU agencies.</p>	<p>“Completion Certificate from Client” OR “Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid” shall be provided as supporting document for each project.</p> <p>“Completion Certificate from Client” OR “Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid” shall be considered as successful completion of work.</p> <p>The supporting documents shall mandatorily mention the value of project, quantity and duration of the contract.</p> <p>(Annexure 1 – Document 10)</p>
EC 4	The bidder shall have on its rolls or associated with it through proper binding agreement minimum 20 employees with:	Self-certification signed by the HR Department, on the company letter head as per format provided in

S. N.	Eligibility Criteria	Document to be submitted
	a) Graduate qualifications (in any discipline) b) At least 5 years of experience in quality certifications/assessments/ process quality control/socio-economic surveys	Annexure 1 – Document 12
EC 5	The bidder should not have been blacklisted/ banned / debarred by any Government (State / Central) / Semi Government / Corporation / PSU in India in last 3 years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in Annexure 1 – Document 13

1. Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Eligibility criteria evaluation.

3.23 Commercial Bid Evaluation

1. The selection of successful Bidders will be done on **Cost Based Selection (Lowest Cost or L1) methodology**.
2. The Bidders complying with the Eligibility Criteria mentioned in Section 3.21 and who have paid the Tender Fees and EMD Fees as specified in the RFP, shall be considered as “substantially responsive” bids.
3. The Commercial Bids will be opened on the prescribed date in the presence of bidder representatives or as decided by MPCB.
4. The bidders should necessarily give the commercial details in the format given in this RFP. The commercial proposals should be given in the prescribed format only and in accordance to the details, terms and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects).
5. In case the selected bidder does not quote for or provision for cost/expenses required to meet the requirements of the RFP, the selected bidder shall be solely responsible for those and shall provide them, without any additional cost to MPCB.
6. The bidder is expected to price all the items and services sought in the RFP and proposed in the Technical Proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of its work and must cover the entire Contract Period.
7. The Commercial Bids of non-qualified Bidders shall be rejected and EMD shall be refunded only after work order is awarded against this tender to the Successful Bidder.
8. In the event that any successful bidder (L1) withdraws or is not ready for engagement for any reason, MPCB may invite the vendor with next successful bidder (L2) for engagement provided L2 bidder is ready to accept the rate quoted by L1 bidder.
9. MPCB may extend the validity of this contract based on the mutual consent with the successful Consultant.
10. The detailed roles and responsibilities of Selected Service Provider are mentioned in Scope of work.

11. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
12. MPCB does not guarantee that all line items from Commercial Format shall be utilized by MPCB. The actual line items used may be more or less. The payment shall be made for only those line items which are used based on unit cost quoted for the particular item on actual work is undertaken.
13. MPCB does not guarantee the number of urban local body ,Gram Panchayats, to be covered under the project. The actual volume for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work is undertaken.
14. The Bidder needs to account for all expenses in the Financial Bid including Out of Pocket expenses due to Boarding, Travelling, Lodging and other related items. MPCB shall not be liable to pay any additional cost apart from that mentioned in the Commercial Bid Format filled by the bidder and as specified in the RFP.
15. MPCB may seek clarifications from the bidder on the Technical Proposal. Any of the clarifications by the bidder on the Technical Proposal should not have any commercial implications. The Commercial Proposal submitted by the bidder should be inclusive of all the items in the Technical Proposal and should incorporate all the clarifications provided by the bidder on the Technical Proposal during the Technical Evaluation.
16. The bidder shall fill rates for all the line items. If rate for any item is not provided by the bidder or provided in format other than defined in this RFP, then MPCB reserves the right to reject the bid.
17. The rates specified by the Bidder in this RFP for all line items shall be valid for entire duration of contract.
18. The Commercial Proposal shall not contain any technical information.

3.24 RFP Selection Process

1. MPCB through this Request for Proposal (RFP) intends to get quote only from reputed technically qualified bidders.
2. All the bidders will be assessed against the Eligibility criteria mentioned in Section 3.21
3. The financial offer of the bidders fulfilling the Eligibility criteria shall be opened for further evaluation. Bidders are also requested to submit their financial quotation in the format provided in the RFP.
4. In case of discrepancies between rates quoted in amounts and in words by the bidder, the lower of the two will prevail and will be used to determine the Successful Bidders as per criteria provided in the RFP.
5. If any information provided by the Bidder is found to be inaccurate at any stage of the RFP process, MPCB may, at its discretion, reject the offer and no correspondence will be entertained in this regard. Submission of wrong and / or false information may also disqualify the Bidder from any future work from MPCB.
6. MPCB reserves the right to negotiate with the Successful Bidders as per CVC guidelines or any equivalent norms. If the negotiation becomes unsuccessful then MPCB may negotiate with the next qualified bidder.

3.25 Bid Validity

1. The offer/proposals submitted by the Bidders shall be valid for minimum period of 120 days after the last date of bid submission prescribed by the department.
2. In exceptional circumstances, prior to the expiration of the bid validity period, the department may request bidders to extend the period of validity of their bids.
3. The request and the responses shall be made in writing. In event of such extension, department shall request Bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.
4. In event of such extension, Bidders shall submit new Bank Guarantee submitted as EMD to cover the extended period of validity of their bids.
5. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid.
6. If the date up to which the bid is to remain valid happens to be a holiday for the department, the bid shall automatically remain valid up to the next working day.

3.26 Bid Prices

The vendor has to quote for financial costing Indian Rupees as per format given for financial bid in this tender document.

3.27 Bid Currency

The rates quoted shall be in Indian Rupees only.

3.28 Price and Information

1. The bidder shall quote for this project as per the requirements of the RFP.
2. All the prices will be in Indian Rupees.
3. The bidder should quote the fee considering all costs including the costs insurance for the Contract Period, travel / stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the Contract.
4. The bidder should separately quote for all taxes, duties, charges and levies as applicable and the same will be reimbursed at actuals as applicable from time to time.
5. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
6. All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

3.29 Signature

1. A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document.
2. All obligations committed by such signatories must be fulfilled.

3.30 Conditions under which RFP is issued

1. This RFP is not an offer and is issued with no commitment. MPCB reserves the right to withdraw the RFP and change or vary any part thereof, at any stage. MPCB also reserves the right to disqualify any bidder should it be so necessary at any stage.
2. Timing and sequence of events resulting from this RFP shall ultimately be determined by MPCB.
3. No verbal conversations or agreements with any official, agent, or employee of MPCB shall affect or modify any terms of this RFP and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of MPCB shall be superseded by the definitive agreement that results from this RFP process. Verbal communications by MPCB to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than MPCB.
4. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MPCB or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
5. Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of MPCB to leave the department or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of MPCB.

3.31 Right to the content of Proposal

1. All proposals and accompanying documentation of the Technical Proposal will become the property of MPCB and will not be returned after opening of the Technical Proposals.
2. MPCB is not restricted in its rights, to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders.
3. MPCB shall not be bound by any language in the proposal indicating the confidentiality of the proposal, or any other restriction on its use or disclosure.

3.32 Non-Conforming Proposal

A proposal may be construed as a non-conforming proposal and ineligible for consideration if:

1. It does not comply with the requirements of this RFP.
2. It does not follow the format requested in this RFP or does not appear to address the requirements as specified by the directorate.

3.33 Correction of errors

1. The bidder is advised to take adequate care while quoting the rates. No excuse for corrections in the quoted rate will be entertained afterwards.
2. The corrections or overwriting in bid document should be initialled by person signing the Bid form.

3.34 Corrections to Arithmetic errors

1. In case of discrepancies between Commercial Bid calculated by the bidder in numbers and words, the lower of the two will prevail and will be used to determine the Successful bidders as per criteria provided in RFP.
2. Bidders shall accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

3.35 Disqualification

The Bid from the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.
2. Technical Proposal contains details related to cost.
3. The bidder qualifies the bid with its own conditions.
4. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
5. Bid is received in incomplete form and / or received after due date and time.
6. Bid is not accompanied by all requisite supporting documents.
7. Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
8. Non - fulfilment of any condition / term by bidder.

3.36 Acknowledgement of Understanding

By submitting the proposal, each bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, scope of work, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

3.37 Site visit by Bidder

1. The bidder may visit the relevant Section(s) / Departments at MPCB at any time to be agreed with MPCB and obtain for itself on his own responsibility all information related to any specific process.
2. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing.
3. The cost of such visits to the site(s) shall be at the bidder's own expense.

3.38 Award Criteria

Post the evaluation process indicated in Section above, MPCB will award the Contract to the Selected Agency as defined in this RFP.

3.39 MPCB's Right to accept any Bid and to reject any or All Bids

MPCB reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MPCB's action.

3.40 Letter of Intent

1. Prior to the expiration of the period of bid validity, MPCB will notify the Successful Bidder(s) in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted.
2. The Letter of Intent will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, MPCB will promptly notify each unsuccessful bidder(s).

3.41 Signing of Contract

MPCB shall notify the Successful Bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with MPCB within the time frame mentioned in the Letter of acceptance to be issued to the Successful Bidder by MPCB.

3.42 Term of Contract Agreement

1. The term of this Contract shall be a period of the period of 1 month from the date of signing of this Agreement, extension will be subjected to the mutual consent of both the parties and on the basis of the performance of the bidder.
2. In case MPCB is not satisfied with the performance of the selected agency, MPCB reserves the right to terminate the contract with such agency .
3. Post the term defined above, MPCB reserves the right to extend the contract with the existing agency based on mutual agreement between MPCB and the agency for a period of 1 month (One month).

3.43 Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the Successful Bidder(s) to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event MPCB may invite the next best bidder for negotiations or may call for fresh RFP.

3.44 Non-Disclosure Agreement (NDA)

The Successful Bidder(s) has to sign the Non- Disclosure Agreement with MPCB.

3.45 Performance Bank Guarantee (PBG)

1. Performance Bank Guarantee is governed for supplies and services as follows:
 - a. The bidder shall carry out the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidder on payment of Performance Bank Guarantee in the form of a Bank Guarantee.
2. The selected bidder shall deposit the Performance Security as follows:
 - a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee of value and validity as defined this tender document.
 - b. The Performance Bank Guarantee should be furnished within 15 Working Days from the date of issue of Letter of Intent.

- c. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - a. Any amount imposed as a fine by MPCB for irregularities Committed by the bidder.
 - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d. Any other outstanding amount.
4. Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.

3.46 Right to Vary the Scope of Work at the time of Award

1. MPCB reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement.
2. If any such change causes an increase or decrease in the total value of contract, or the time required for the Bidder's performance of any part of the work under the resultant Agreement, whether changed or not changed by the order, it shall be based on the unit prices quoted by the Bidder. Based on the revised scope, payment shall be calculated based on unit prices and MPCB shall be liable to pay only the revised amount, irrespective of the Total Cost mentioned in the Contract.
3. Payment to the Successful Bidder shall be made on monthly basis on the actual completion of scope of work and deliverables by the Bidder to MPCB's satisfaction.
4. The decision of MPCB shall be final and binding upon the SSP.

3.47 Governing Laws

The contract shall be governed by the laws and procedures established by Govt. of India and Government of Maharashtra, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

Section II: Scope of Work

4. Scope of Work

The Majhi Vasundhara Mission Office, in consultation with stakeholders had finalized indicators and sub indicators on Action Areas in Majhi Vasundhara Abhiyan. The office had also developed the desktop assessment toolkit and marking system for the Abhiyan. The mission office developed a MIS system for the Majhi Vasundhara Abhiyan, where the participants needs to feel up the data along with required documentations as prescribed in Majhi Vasundhara Abhiyan Desktop assessment Toolkit.

For details refer to - <https://majhivasundhara.in/en/majhi-vasundhara-abhiyan>

The survey agency will deploy appropriate no. of staff with hands on experience in carrying out quantitative and qualitative desktop assessment. It is highly desirable that the agency has a national or regional presence in terms of office, staff, etc.

The firm should also have demonstrated experience in data processing and quality assurance systems.

The scope of work can be classified as: -

1. The agency will have to match the MIS data along with the documentation as submitted by the participant. They will ensure the validation of the same.
2. Most of the indicators and sub indicators have relative marking system. The agency will define a logical marking system for the relative marking part and ensure it will be fair for everyone.
3. After verification of the documents and the MIS data the agency will have to do quantitative and qualitative analysis of the data and provide marks as prescribed in the toolkit.
4. Based on the marks the agency needs to shortlist participants for the next stage under all four verticals of Majhi Vasundhara Abhiyan (i.e. Amrut Cities, Municipal Councils, Nagar Panchayat and Gram Panchayat.)

The brief scope of work is as follows:

1. To verify documents submitted by the ULB/PRI in Majhi Vasundhara Abhiyan MIS along with the submitted data.
2. After verification of documents, conduct detail evaluation for each ULB/PRI to ensure marking as per Majhi Vasundhara Abhiyan Toolkit.

3. To shortlist ULB/PRI under four verticals of Majhi Vasundhara Abhiyan for the next stage evaluation based on the above two stages.
4. To provide Status reports to MPCB officials detailing the project status and MIS reports every day.
5. To Coordinate with Majhi Vasundhara team as appointed by MPCB to resolve issues pertaining to individual ULB/PRI.
6. To Setup Helpdesk

4.1 Detailed Scope of Work

A. The indicators and assessment criteria are as follows:

Action points		Assessment type	Assessment Criteria
Earth			
1.1 Green cover and biodiversity			
1.1.1	No. of trees planted	Quantitively	Relative Marking
1.1.2	Native/indigenous species tree planted	Quantitively	Relative Marking
1.1.3	No. of newly created green areas	Quantitively	The evaluation will be done based on the number of greens created. Each green area will have 10 marks.
1.1.4	Initiatives towards conservation & maintenance of old & new green area	Qualitatively	Relative Marking
1.2 Solid waste management			
1.2.1	Percentage of solid waste collected, segregated and scientifically treated	Quantitively	Relative Marking
1.2.2	Scientific treatment of legacy solid waste	Quantitively	The evaluation will be done based on the stage of remediation.
1.2.4	ODF status	Quantitively	Based on the status.

Action points		Assessment type	Assessment Criteria
1.2.3	Initiatives taken - Composting of kitchen waste	Qualitatively	Relative Marking
1.2.5	Plastic waste management	Qualitatively and Quantitatively	Relative Marking
Air			
2.1	Air quality monitoring - MoEFCC recognized labs	. Quantitatively	Assessment will be done based on number of monitoring done during the abhiyan period
2.2	Greening for the roadside areas	Quantitatively	Relative Marking
2.3	UJJAVALA coverage (rural)	Quantitatively	Relative Marking
2.3	Promotion of non-motorized/public transport (urban)	Quantitatively	Assessment based on stage of the project for public transport Relative Marking
Water			
3.1	Water conservation activities taken up	Quantitatively	Relative Marking
3.2.1	Rain water harvesting activities taken up	Qualitatively	Relative Marking
3.2.2	Activities taken up to ensure rainwater percolation	Qualitatively	Relative Marking
3.3	Water body rejuvenation/beautification plans taken up	Quantitatively	Relative Marking
3.4.1	Proportion of wastewater treated in STP	Quantitatively	Relative Marking

Action points		Assessment type	Assessment Criteria
3.4.2	Proposed approved projects for implementation of STP	Quantitatively	Relative Marking
Energy			
4.1	Promotion of use of renewable energy sources	Qualitatively	Relative Marking
4.2	Total No of solar/ LED lights	Quantitatively	Relative Marking
4.3(Rural)	Bio-gas plants as a source of renewable energy (Rural)	Quantitatively	Relative Marking
4.4(Rural)	Total number of solar pumps (Rural)	Quantitatively	Relative Marking
4.3(Urban)	Number of green buildings (Urban)	Quantitatively	Relative Marking
4.4(Urban)	Promotion of electric vehicles (Urban)	Qualitatively	Relative Marking
Enhancement			
5.1	Awareness on environment improvement/protection	Qualitatively	Relative Marking
5.2	Pledge taken up by the citizens for observance of one green Act	Qualitatively	Relative Marking

B. Helpdesk

1. To provide resolutions to queries raised by the officials of GP, ULB carry out the troubleshooting as per their requirements, whenever required.
2. To provide resolutions to queries raised by the officials of GP, ULB and ZP and carry out the troubleshooting as per their requirements, whenever required.

C. Required team structure

As per internal assessment minimum resources required to execute this assignment in the given time frames following minimum manpower resources will be required and are a must. However, bidders are requested to conduct their own assessment of the manpower required and may quote for higher number of resources.

Such resources may be mentioned in the technical proposal and the final order to the successful bidder would be released based on these resources.

Role	Requirement	Responsibility
Project Manager	1	<ul style="list-style-type: none"> ▪ Shall be in charge of the team, and shall be responsible for all communications/ interaction with Majhi Vasundhara Mission Office ▪ Shall be responsible for supervising the conduct of the entire scope of work under this RFP ▪ Shall be the single point of contact (SPOC) for Majhi Vasundhara team from the agency. ▪ Shall review and edit all deliverables to the satisfaction of Majhi Vasundhara Mission Office ▪ Shall work with Majhi Vasundhara team to fine tune and refine the deliverables ▪ Shall design and implement the relative marking system and shall own the final results. ▪ Shall be responsible for daily coordination with the Client on behalf of the Agency, ensuring recording and relaying of communications.
QA Lead	3	<ul style="list-style-type: none"> ▪ Shall be responsible for Quality Control of the project. ▪ Shall review the work of business analyst and ensure quality output to the satisfaction of Majhi Vasundhara Mission Office. ▪ If certain results/markings are “out of band”, shall initiate necessary actions to ensure maximum quality and correctness. ▪ Will be responsible for final scrutiny and marking for the participant ULB/PRI ▪ Will be responsible for final marks calculation and shortlisting of the same for the next stage evaluation of Majhi Vasundhara Abhiyan.

Role	Requirement	Responsibility
Business Analyst	9	<ul style="list-style-type: none"> ▪ Shall be responsible for the document verification and scrutiny as per Majhi Vasundhara desktop assessment toolkit. ▪ Will be responsible for Initial marking for the participant ULB/PRI.
Helpdesk Support	1	<ul style="list-style-type: none"> ▪ Shall be responsible for supporting the ULB/PRI's with their queries during the Majhi Vasundhara Abhiyan Evaluation Period
IT Office Assistant	1	<ul style="list-style-type: none"> ▪ Will be responsible for the maintenance of the hardware and software's of the systems (laptops/dongles) to ensure uninterrupted evaluation process. ▪ Will also be responsible for troubleshooting the issues related to laptops/systems if there is any during the evaluation period.

4.2 Project Period & Deliverables

Sr No	Deliverables	Submission deadlines
1	Conduct detail document verification as per Majhi Vasundhara Toolkit	1 st April 2021 to 21 st April 2021
2	Conduct detail Evaluation and marking as per Majhi Vasundhara Toolkit	21 st April 2021 to 25 th April 2021
3	Ranking of participants under four verticals along with detailed indicator wise and aggregated scores	27 th April 2021

Note: After three days, the MPCB/Majhi Vasundhara team will take a review with the project manager of the contractor, to understand the quality of work is done as per the tender scope. Second review will happen at the end of first week to analyze the work as per the tender scope, failing to deliver as per the scope will attract penalty defined in clause – 4.4.

MPCB responsibilities:

- Space will be provided for the offsite staff of the successful bidder.
- Necessary hardware, software, printers and other allied infrastructure including the internet need to be provided by the bidder from the first day of execution. Electrical fixtures will be provided by MPCB.
- MPCB will not be responsible for any damage/theft to the above-mentioned infrastructure.
- MPCB will appoint a SPC or management committee for smooth execution of the project.

- The successful bidder will have to periodically report to such authority.

4.3 Delay in Project schedule

The services under the contract shall be provided in accordance with the delivery schedule specified in the RFP. If at any time during performance of the contract, the successful vendor should encounter conditions impeding timely delivery of the goods/services, the SSP shall promptly notify MPCB in writing of the full fact about the delay, its likely duration and cause(s).

The MPCB will consider genuine request for extension of time of completion taking into account the reasons for such extension and grant extension of time as per decision of the department.

The MPCB shall record the reason in such action with facts and figures. The grace period will not be granted if the extension is necessitated due to the default on the part of the bidder.

4.4 Penalty

The date of delivery of the services stipulated in the acceptance of RFP shall be the essence of the contract and delivery shall be completed no later than the dates specified therein. Extension of time shall only be granted if MPCB is convinced about the cause stated by the Vendor or the cause of the delay is not in the control of the Vendor.

In case of delay in deliverables MPCB shall be entitled to recover 0.5% of the contract value per day. Should the agency fail to deliver the services within the period prescribed for delivery, MPCB shall be entitled to recover 3% of the value of the delayed services for each day of delay or part thereof.

4.5 Payment Schedule

1. The Service Provider shall be eligible to receive remuneration in accordance with the Terms of Payments and monthly rate quoted by the bidder.
2. The payment will be done based on the deliverables.
3. The Service Provider shall submit invoices to the authority approved by MPCB along with the Status Report, deliverables and Payment Certificate duly signed by authority approved by MPCB for release of payments.
4. The Payment Certificate format shall be as per the approval of MPCB.
5. MPCB shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Provider where the MPCB disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the RFP. Any exercise by the MPCB under this section shall not entitle the Service Provider to delay or withhold the services.
6. All payments agreed to be made by the purchaser to the Service Provider in accordance with the Bid shall be exclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable.
7. The Service Provider shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract.

Target, Milestone, or Reporting Deliverable	Amount in INR
Upon submission and approval of detailed work plan	20%

Upon verification of documents submitted by the ULB/PRI in Majhi Vasundhara Abhiyan MIS along with the submitted data for all participants and after assessment and acceptance by MPCB	30%
Completion of Desktop Assessment and ranking for participants as per Majhi Vasundhara Toolkit and after assessment and acceptance of the ranking by MPCB. Successful certification by authorized official of MPCB/EnvCC	20%
On completion of final Quality Assessment by Majhi Vasundhara Mission Office, resulting in approval of final ranking and reports for Desktop Evaluation and successful certification by authorized official of MPCB/EnvCC	30%

4.6 Exit Management

1. Vendor shall hand over the entire project asset created during the Implementation for successful handover of the project. This process will be initiated 15 days before the ending of the project contract.
 - Detailed inventory of all the assets, Infrastructure, source code, its location, condition, licenses, documents, manuals, etc. created under the Project.
 - Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
 - Proposal for necessary setup or institution structure required at MPCB level to effectively maintain the project after contract ending.
 - Training and handholding of MPCB Staff or designated officers for maintenance of project after contract ending.
2. MPCB will approve this plan after necessary consultation and start preparation for transition.

Annexures

Document No.	Description
Annexure 1	Documents for Eligibility Criteria
Annexure 2	Documents for Financial Proposal
Annexure 3	Other Documents/Formats
Annexure 4	Draft Conditions of Contract

5. Annexure -1: Documents for Eligibility Criteria

Document No.	Description	Submitted (Yes/No)
Document 1	Format for Bid Submission Covering Letter	
Document 2	Copy of Tender Fees	
Document 3	Copy of EMD	
Document 4	Format for Bidder Details	
Document 5	Certificate of Incorporation	
Document 6	Copy of PAN Card	
Document 7	Copy of GST Certificate with GST Number	
Document 8	Format for Turnover	
Document 9	Audited Profit & Loss Statement	
Document 10	Format to Project Citation	
Document 11	Format for proposed resource deployment	
Document 12	Format for providing Employee Details	
Document 13	Format for Non-Blacklisting	

5.1 Format for Bid Submission Covering Letter

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

Member Secretary

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

Tel:

Mail id:

Subject: Bid Submission Cover Letter for- Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021

RFP Reference No: MPCB/

Dear Sir,

We, the undersigned bidders, having read and examined in detail all the bidding documents for <<Name of the RFP>>, do hereby propose to provide our services as specified in the RFP.

We attach hereto our responses to the requirements and commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPCB, Govt. of Maharashtra is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of bid validity as defined in this RFP. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP. We also herewith express our willingness to subject to MPCB's conditionality regarding manpower recruitments (required for the project), change of hands of management and declaring upfront the source of funding for the project.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this _____ Day of _____ 202

Thanking you,
Yours faithfully

(Signature of the Authorized Signatory of the Bidder)
(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

5.2 Format for Bidder Details.

<< To be printed on Bidder's Company's Letter Head, Signed by Authorized Signatory and Certified Auditor>>

TO WHOMSOEVER IT MAY CONCERN

Bidder Information (Sole Bidder)

S. N.	Particulars	Information
1.	Name of the Agency	
2.	Address of the Agency	
3.	Telephone Nos.	
4.	Fax	
5.	E-mail	
6.	Website (If available)	
7.	Year of Establishment	
8.	Date of registration	
9.	ROC Reference No. (with supporting document)	
10.	PAN No:(with supporting document)	
11.	GST Number (with supporting document)	

Thanking you,

(Name and Designation of the Authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

5.3 Format for Turnover details

(To be submitted on the letterhead of the Chartered Accountant)

{Place, Date}

To,

Member Secretary

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

Tel:

Mail id:

Subject: Turnover details for Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021

RFP Reference No: MPCB/

Dear Sir,

Please find below details of annual turnover of <<Firm's Name>> for last three years. We have also submitted the Audited Profit/Loss Statement for FY **2017-18**, FY **2018-19** and FY **2019-20** and other relevant documents as prescribed in this Tender document-

S. N.	Financial Year	Formula	Turnover (INR in Crores)
1	2017-18	A	
2	2018-19	B	
3	2019-20	C	
	Average Annual Turnover	$D = (A+B+C)/3$	

Thanking you,

(Signature, Name and Designation of the Authorized signatory of the Bidder) (Signature and Name of the Certified Auditor)

5.4 Format to Project Citation

Project Title:	
(Attach separate sheet for each Project)	
Order date	
Name of Client	
Address	
Order Value in INR	
Type of Client (Government (State or Central) or Semi Government or Corporation or PSU or ULB)	
Brief Description of Work:	
Work Start Date	
Work Completion Date	
Referrals (Client side): Provide one referral only.	
Name	
Designation	
Role in the Project:	
Contact Number	

Note:

1. The Bidder is required to use above formats for all the projects referenced by the bidder.
2. "Completion Certificate from Client" OR "Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid" shall be provided as supporting document for each project.

5.5 Format for proposed resource deployment

As per internal assessment minimum resources required to execute this assignment in the given time frames following minimum manpower resources will be required and are a **MUST**. However, bidders are requested to conduct their own assessment of the manpower required and may quote for higher number of resources.

Such resources may be mentioned in the technical proposal and the final order to the successful bidder would be released based on these resources.

S. N.	Service Type	Minimum requirement	Proposed requirement	Unit of Measure
A	B		C	D
1	Project Manager	1		Man-month
2	Analyst	9		Man-month
3	QA Lead	3		Man-month
4	Helpdesk Support	1		Man-month
5	IT Office Assistant	1		Man-month

5.6 Format for HR Department Declaration

<< To be printed on Bidder Company's Letter Head and Signed by Authorized Signatory/HR Head)

To,

Member Secretary

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

Tel:

Mail id:

Dear Sir,

Subject: HR Department Declaration - Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021

RFP Reference No: MPCB/

With reference to the subject RFP, we hereby declare that we have ___ employees working on our payroll or associated with us through proper binding agreement having minimum qualification as graduate in any stream and having at least 5 years of experience in quality certifications/assessments/ process quality control/socio-economic surveys).

We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ PBG, as the case may be.

Yours sincerely,

Authorized Signatory/ HR Head

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Full Name and Designation

5.7 Format for Undertaking of “Non-Blacklisting”

(To be submitted on the letterhead of the Bidder)

{Place, Date}

To,

Member Secretary

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

Tel:

Mail id:

Subject: Undertaking of Non-Blacklisting for– Submission of proposal in response Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021

RFP Reference No: MPCB/

We, the undersigned, hereby declare that We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

We hereby declare that

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing of consulting services at GPs working under MPCB, Maharashtra State, Pune.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.

We hereby also declare that

1. We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; Or We have not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract ; We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU in India in last 3 years;
2. We have not violated the code of integrity in last 2 years;

3. Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in last 2 years;
4. We have not withdrawn our bids post submission of the same. (maximum incidents are limited to 3)
5. If Owner / Partner / Director / Trustee of the organization is Owner / Partner / Director / Trustee of any other organization: We hereby declare that Our Owner / Partner / Director / Trustee are not Owner / Partner / Director / Trustee of any other organization which is presently blacklisted / Banned / Suspended by the Government / Semi-Government / PSUs, and any other organization to which the provisions of GoM GR dated 01.12.2016 are applicable.
6. We declare that we comply with all clauses mentioned under section 5.8.5 of Government of Maharashtra Government Resolution dated 01.12.2016.
7. We accept that in case of any irregularity, lapses, non-compliances, MPCBs decision shall be final and binding on us.
8. We accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
9. We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ PBG, as the case may be.

Yours sincerely, Authorized Signatory (Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Full Name and Designation

(To be submitted on non-judicial stamp paper of Rs. 100/-).

Signature of Notary (with official seal)

Name:

Designation:

Seal:

Business Address:

6. Annexure-2: Documents for Financial Proposal

Format No.	Description	Submitted (Yes/No)
Format 1	Commercial bid covering Letter	
Format 2	Commercial bid	

6.1 Commercial Proposal Cover Letter

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

Member Secretary

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

Tel:

Mail id:

Subject: Commercial Proposal Cover Letter for- Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021

RFP Reference No:

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of **Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021** do hereby propose to provide Services as specified in the bidding documents.

1. **Price and Validity:** All the prices mentioned in our Bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of 120 days from the last date of submission of the Bids. The prices we have offered, will remain fixed and subject to price escalation mention in the RFP during the period of Contract.
2. **Taxes:** We are an entity registered in India and do hereby confirm that our bid price is exclusive of all applicable taxes (i.e. GST). All relevant/ applicable taxes would be considered for reimbursement on actuals as per MPCB's discretion and prevailing Government laws
3. **Deviations:** We hereby declare that all terms and conditions mentioned in the RFP (all volumes, annexures and corrigendum's) are acceptable to us without any deviations and all the services shall be performed strictly in accordance with the bid documents
4. **Unit Rates:** We have indicated in the relevant Annexures enclosed, the unit rates for the purpose of an account of payment as well as for price adjustment, in case of any increase / decrease from the scope of work under the contract.
5. **Bid Price:** We declare that our Bid Prices, exclusive of all applicable taxes, duties, and GST are for the entire scope of the work and requirements as specified in the Bid documents.
6. **Contract Performance Bank Guarantee:** We hereby declare that in case the Contract is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed in the RFP.
7. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief. We also understand that if our bid is conditional in any way, it shall be summarily rejected.

8. We understand that our Bid is binding on us and that you are not bound to accept a bid you receive.
9. We confirm that no Technical information or deviations are attached here with this Commercial offer.

Yours faithfully,

6.2 Format for Commercial Bid –

As per internal assessment minimum resources required to execute this assignment in the given time frames following minimum manpower resources will be required and are a must. However, bidders are requested to conduct their own assessment of the manpower required and may quote for higher number of resources.

Such resources may be mentioned in the technical proposal and the final order to the successful bidder would be released based on these resources.

S. N.	Service Type	Quantity	Unit of Measure	Rate	Net Amount	GST Amount	Total
A	B	C	D	E	F=CxE	G=Fx18%	H= F+G
1	Project Manager	1	Man-month				
2	Business Analyst	9	Man-month				
3	QA Lead	3	Man-month				
4	Helpdesk Support	1	Man-month				
5	IT Office Assistant	1	Man-month				
Total Monthly Cost (Commercial Bid (“T”) in Numbers)							
Total Monthly Cost (Commercial Bid (“T”) in Words)							

Note:

1. The number mentioned above is **ONLY** for the purpose of calculation and evaluation of Commercial Bid The actual work order will be released to the successful bidder on the basis of the manpower proposed in the technical proposal as per (annexure -2 , Documents 11) and the rates mentioned in the commercial bid above.
2. The Total Commercial Bid “T” will be considered separately for evaluation of Commercial Bid.
3. The payment to selected agency shall be made based on monthly rates provided by the selected and the actual manpower services provided by the selected agency.
4. In case of any changes in scope of work, MPCB reserves rights to instruct the selected bidder to deploy additional resources at the rate quoted above for this bid. The Selected Bidder is bound to provide additional resources as and when required by MPCB at the same rates during the contract period.
5. The Bidder needs to provision for all costs required for the entire duration of the contract. MPCB shall not be liable to pay any additional costs, apart from that mentioned in the table above.

6. The manpower rate quoted by bidder shall include all Costs like Laptop, Internet Connectivity, printing reports, Out of Pocket Expenses including but not limited to Travelling, Lodging, Food, etc. MPCB shall not pay any additional cost to bidder.
7. All costs shall remain valid for the entire duration of the contract.

BIDDER ARE REQUESTED TO SUBMIT ONLINE COMMERCIAL BID FORMAT

7. Annexure-3: Other Documents/Formats

Document 1	Format for Pre-Bid Queries
Document 2	Tender fee
Document 3	Earnest Money Deposit (EMD)
Document 3	Performance Bank Guarantee

7.1 Format for Pre-Bid Queries

<< To be printed on Bidder Company's Letter Head and Signed by Authorized Signatory)

To, **Member Secretary**

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

Tel:

Mail id:

Dear Sir,

Subject: Pre-bid queries for- Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021

RFP Reference No: MPCB/

With reference to the subject RFP, please find below pre-bid clarifications request.

Clarification Requested by:

Name	
Designation	
Company	
Address	
Contact Number	
e-mail ID	
Date	

Clarifications Requested:

S. N.	RFP Document Reference(s) (Clause No.)	Pg. No.	Content of RFP requiring Clarification(s)	Points of clarification
1.				

Note: Bidders are requested to provide the queries in MS Word format

Thanking you,

(Name and Designation of the Authorized signatory of the Bidder)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

7.2 Tender fee – Acknowledgement of receipt of tender fee by the portal

7.3 Earnest Money Deposit (EMD) – Acknowledgement of receipt of tender fee by the portal

7.4 Format for Bank Guarantee

<< To be executed on Stamp Paper as mandated by the Bank issuing the PBG>>>

(A) Performance Bank Guarantee (PBG)

19.

Ref: _____

Date: _____

Bank Guarantee No.: _____

No.

Date:

To,

Member Secretary

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

Tel:

Mail id:

Against Contract covering “Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021” (hereinafter called the said 'Contract') entered into between the Maharashtra Pollution Control Board - (hereinafter called the Purchaser) and _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that shall be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

The Performance Bank Guarantee shall be valid from the date of acceptance of the Letter of Intent and shall continue till sixty (60) days after the completion of all contractual liabilities including warranty obligations and defect liability period as per CVC guidelines. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

The provisions relating to Sanctions for Violations specified in the Integrity Pact, entered into by the Bidder with the purchaser shall be applicable for forfeiture of Performance Bank guarantee in case of a decision by purchaser to forfeiture the same without assigning any reason for imposing sanction for violation for the Pact.

We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, shall, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____
Place _____ Signature _____
Witness _____ Printed name _____
(Bank's common seal)

Section III- Draft Conditions of Contract

8. Annexure-4: Draft Conditions of Contract

This AGREEMENT is made at _____, Maharashtra, on this _____ day of, _____ 2021,

BETWEEN

<<Insert Designation of Authorized Signatory>> Maharashtra Pollution Control Board, Government of Maharashtra, having its office at Kalpataru Point, 3rd Floor, opposite PVR Cinema, Sion Circle, Sion, Mumbai -400022, Maharashtra India hereinafter referred to as 'MPCB' or "First Part" which expression shall, unless the context otherwise requires, include its permitted successors and assigns

And

<<***>>, a Company incorporated under the *Companies Act, 1956*, having its registered office at <<***>> (hereinafter referred to as "Party" or "Second Part" which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'

Whereas:

Whereas MPCB has envisaged Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021 (hereinafter referred to as the "said Project");

And whereas MPCB has published the RFP to seek services of a reputed Agency for Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021;

And whereas M/s. ----- has submitted its proposal for conducting Desktop Assessment - Majhi Vasundhara Abhiyan 2021;

And whereas MPCB and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and the parties hereto hereby mutually agree as follows:-

The Agreement shall consist of this Contract Form and the following documents and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the 'Contract Documents'), all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. RFP / Tender Form
3. Scope of Work as given in the RFP / Tender Document.

4. Project & Payment schedule as given in the RFP / Tender Document.
5. Terms & Conditions of Contract as given in the RFP / Tender Document.
6. Service Level Agreement (SLA) as given in the RFP / Tender Document.
7. Technical proposal of Tenderer.
8. Financial Proposal

This Agreement sets forth the entire contract and agreement between the parties pertaining to “Request for Proposal for Selection of Agency to conduct Desktop Assessment - Majhi Vasundhara Abhiyan 2021” and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the Agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to maintain and operate the entire proposed solution and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

Any notice under this agreement shall be in the form of letter, fax. Notices to either party will be given at such address/addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

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

and notice to the Agency shall be properly addressed to:

A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered

By -----
Member Secretary
For and on behalf of MPCB

Signed, sealed and delivered
By -----

For and on behalf of the “Agency”,

Witnesses:

(1)

(2)

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

<< Scope of Work, Solution Overview, Project & Payment Schedule, Terms & Conditions as specified above in the RFP document>>

Note:

20. The stamp duty payable for the contract shall be borne by the Agency

21. The above Draft Master Service Agreement is only indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by the Purchaser after final selection of the Agency

INSTRUCTIONS TO BIDDERS FOR e-Tendering

GENERAL INSTRUCTIONS:

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

To view- Tender Notice, Detailed Time Schedule, Tender Document and BoQ for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra** www.mahatenders.gov.in

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

The Contractors participating first time for e-Tenders on Maha e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new bidders are as follows.

<https://mahatenders.gov.in/nicgep/app;jsessionid=CA1444774BB4186D0E04B4178D5CA501.mhgeps2?page=BiddersManualKit&service=page>

Empanelment: The Contractors interested in participating in the Tenders of Maharashtra Pollution Control Board processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain Login ID and password. The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk support team or enrolled directly on Web site www.mahatenders.gov.in.

e-Tendering Tool Kit for Bidders

(detailed Help documents, designed for bidders) has been provided on Mahaetender website in <https://mahatenders.gov.in/nicgep/app;jsessionid=CA1444774BB4186D0E04B4178D5CA501.mhgeps2?page=BiddersManualKit&service=page> order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

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

Similarly, Bidders will have to pay Earnest Money Deposit through online mode by Net banking only during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:-

24 X 7 Help Desk Toll Free No.1800 3070 2232 Mobile No. 7878007972, 7878007973, 7878007974.

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

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

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

TENDER DOCUMENT PURCHASE AND DOWNLOAD:

The tender document is uploaded / released on Mahaetenders website www.mahatenders.gov.in Tender document and supporting documents may be purchased and downloaded from above link of Mahaetender site GoM, by making payment through **Online Payment Modes i.e. Net Banking Only.**

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

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

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

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

8.1 PREPARATION & SUBMISSION OF BIDS

Bids shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

8.2 Online Bid Preparation Price BID

All commercial offers must be prepared online in given BoQ format (An online form will be provided for this purpose in Online Price Bid Envelope during **Online Bid Preparation** stage).

Online Bid Submission

In this stage, bidders who have successfully completed their Bid Preparation stage are required to submit the bid in prescribe time schedule.

8.2.1 INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION

Bidders are required to pay Earnest Money Deposit (if applicable to them) through Online Payment modes i.e. **Net Banking only** during Bid Preparation Stage.

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

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

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

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

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

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

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

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 its 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.

The list of documents for Technical Envelope is as follows:

Document No.	Description	Compulsory / Additional
Document 1	Format for Bid Submission Covering Letter	Compulsory
Document 2	Copy of Tender Fees	Compulsory
Document 3	Copy of EMD	Compulsory
Document 4	Format for Bidder Details	Compulsory
Document 5	Certificate of Incorporation	Compulsory
Document 6	Copy of PAN Card	Compulsory
Document 7	Copy of GST Certificate with GST Number	Compulsory
Document 8	Format for Turnover	Compulsory
Document 9	Audited Profit & Loss Statement	Compulsory
Document 10	Format to Project Citation	Compulsory
Document 11	Format for providing Employee Details	Compulsory
Document 12	Format for Non-Blacklisting	Compulsory

8.2.2 COMMERCIAL BID

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

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

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

Online Bid Submission

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

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

8.3 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.

8.4 TECHNICAL ENVELOPE (T1):

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

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

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

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

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

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

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

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

8.5 COMMERCIAL ENVELOPE (C1):

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

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

8.6 Final List of Documents to be uploaded Online:

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

Document No.	Description	Compulsory / Additional
Document 1	Format for Bid Submission Covering Letter	Compulsory
Document 2	Copy of Tender Fees	Compulsory
Document 3	Copy of EMD	Compulsory
Document 4	Format for Bidder Details	Compulsory
Document 5	Certificate of Incorporation	Compulsory
Document 6	Copy of PAN Card	Compulsory
Document 7	Copy of GST Certificate with GST Number	Compulsory
Document 8	Format for Turnover	Compulsory
Document 9	Audited Profit & Loss Statement	Compulsory
Document 10	Format to Project Citation	Compulsory
Document 11	Format for providing Employee Details	Compulsory
Document 12	Format for Non-Blacklisting	Compulsory
	FOR COMMERCIAL / PRICE BID	
Document 1	BoQ as per given format	Compulsory
Document 2	Covering Letter As per Format in Section 6.1	Compulsory
Document 3	Price Bid in the format given in Section 6.2 duly signed and sealed	Compulsory

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