

# MAHARASHTRA POLLUTION CONTROL BOARD

## 1. GENERAL TERMS AND CONDITIONS:

1.1 This document contains the following:

- i) Copy of the Tender Notice.
- i) General Terms and Conditions Of Bid.
- ii) Terms and Conditions for submission of Bid.
- iii) Payment Terms
- iv) Schedule of Requirement (Schedule 'A')
- v) Tender Application Form. (Annexure-I)
- vi) Undertaking (Annexure-II).
- vii) Final Acceptance Certificate (Annexure-III)

1.2 The Tender Document shall be issued to only to software consultancy firms or Authorized distributors (on production documentary evidence) and is not transferable by the purchaser. The Bid form supplied by the Board at Annexure-I in original only is to be used for Bidding. Bids made on photocopy etc. will not be used. Each sheet be signed by the bidder. The price bid must be in the form provided herewith at Annexure-I and be submitted along with the undertaking at Annexure-II.

The documentary evidence of the Accounting Software conforming to the bidding documents may be in the form of literature, drawing and data and shall furnish detailed description of the Software, which include essential technical and performance characteristics.

1.3 The tender will not be accepted from the firm to whom the document is not issued by the Board.

1.4 The Board undertakes no responsibility for delay or non receipt of Tender Document sent by post either way and also reserves the right to accept or reject any or all the tenders in part of full without assigning any reason thereof.

- 1.5 No bid document will be sold after last date of sale of Tender Document or between the extended period of opening day, if any.
- 1.6 The tenderer is expected to examine all instructions, forms, terms and conditions and specification mentioned in the tender document. Failure to furnish all information required by the tendering documents or submission of a tender not substantially responsive to the tendering document in every respect will be at the tenderer's risk and may result in the rejection of tender. The tenderer should have executed similar assignment during the last 2 years to the tune of at least 05% of the assignment indicated in this bid document in one calendar year.
- 1.7 This call of tenders does not bind the MPCB to place order. The Tenders submitted in response to this invitation may be rejected without assigning any reason.
- 1.8 Documents, samples, etc. enclosed in the Tender shall become the property of the Maharashtra Pollution Control Board without any payment.
- 1.9 The warranty period is twelve months starting from the date of successful commissioning of the Services.
- 1.10 The Services have to be supplied in standard software package.
- 1.11 In case the date of opening of Tender is declared as Public Holiday, the tender shall be opened on the next working day at the same time.
- 1.12 The tender shall contain no interlineations, erasures or overwriting of words except as necessary to correct errors mad by the tenderers, in which case such correction shall be initialed by the person or persons signing the tender.
- 1.13 Late and delayed tenders shall not be accepted and would be returned unopened to the Tenderer.
- 1.14 The tenders may be dropped in Tender Box kept at MPC Board, 3<sup>rd</sup> & 4<sup>th</sup> floor, Kalpataru point, Opp Cine Planet, Sion (East) Mumbai – 400022. However, the tenderers may send the tender by Registered A.D. at his risk as the tenders not received within the day and time fixed shall be handed over to any employee of the Board.
- 1.15 Canvassing, in any form will disqualify the tenderer.
- 1.16 Request for Tender Document for tendering through Telephone, Money Order and Telefax shall not be entertained.

1.17 The Tender Notice A/C Branch No. 1 of 2006 dated 20.03.2006 must be invariably quoted in tender and further correspondence in this regard.

1.18 All the tenders should be addressed to :

The Member Secretary,

Maharashtra Pollution Control Board,

3<sup>rd</sup> & 4<sup>th</sup> floor, Kalptaru Point,

Opp Cine Planet, Sion (East), Mumbai – 400022

with a superscription “Bids for Accounting Software”

## **2. SUBMISSION OF TENDER:**

- 2.1 The Tender prepared by the tenderer shall be written in English language, tender may be written in any another Indian language so long as it is accompanied by English, translation of its pertinent passage in such case, for purpose of interpretation of the tender, the English translation shall govern.
- 2.2 The Tender must accompany Annexure-I with Techno-commercial part of tender and Annexure-II along with Price part of the tender duly filled in and signed by the tenderer along with the seal of the firm.
- 2.3 The tenderers are requested to quote the rates service-wise and total price of each service separately indicating the Government taxes, levies, transportation (including the packing, forwarding, loading and unloading), and custom clearance in case of imported services and other expenditure service-wise as free delivery at the place shown in the Schedule ‘A’. The tenderer shall also indicate the annual maintenance charges for five consecutive years after warranty period is over and details of services provided thereof.
- 2.4 Tenderer can quote the rate for all the services of some of the services. The Maharashtra Pollution Control Board reserves the right to accept the tender in full or in part.
- 2.5 The tenderer is to be submitted in “Single stage-2 envelopes system”, i.e. the first sealed envelope will contain full information required to judge pre-qualification, earnest money, complete details and specification of the services offered including the leaflets and catalogues, list of credentials with documentary evidence, purchase/work order, commissioning certificate etc, Income Tax PAN

No. Sales Tax Registration No., Affidavit for not being black listed by any Govt. deptt, commercial terms and conditions etc. It shall be marked “PREQUALIFICATION TECHICAL AND COMMERICAL TENDER NO. A/C Branch No. 1 of 2006 Dated 20 March 2006.

The second envelope will contain only price quoted by the tenderer in the form given at Annexure-II of this document and shall be clearly marked “PRICE TENDER NO.1 dated 20/03/2006. Both the above envelopes must separately be sealed and shall be kept in one envelope bearing the address mentioned in item 1.19 and superscribed with bold letter ‘TENDER FOR INSTALLATION OF ACCOUNTING SOFTWARE, IMPLEMENTATION OF SOFTWARE AND TRAINING PACKAGE AND CONNECTIVITY OF SOFTWARE PACKAGE WITH HEAD OFFICES, REGIONAL OFFICES, SUB-REGIONAL OFFICES/ CENTRAL LABORATORIES, REGIONAL LABORATORIES ESTABLISHED AT DIFFERENT REGIONS ALL OVER MAHARASHTRA.

- 2.6 Techno-commercial part of the tender will be opened first on due date, i.e 18/04/2006 at 3.00 p.m. in the office of the Maharashtra Pollution Control Board 3<sup>rd</sup> & 4<sup>th</sup> Floor, Kalpataru Point, Sion-Matunga Scheme Road No. 8, Opp. Sion circle, Sion, (East), Mumbai – 400 022 in presence of the representative of the tenderers who choose to be present. Sealed price part of the Techno-commercially accepted tenders will be opened on the same day if possible or on a later date which will be communicated by the Board on the same day or on a later day by post/fax.
- 2.7 The Tenderers are to deposit Rs.500000/- (Rupees Five Lac Only) towards the “Earnest Money” along with tender in the form of Bank Draft only in favour of “Maharashtra Pollution Control Board” payable at State Bank of India, Matunga Branch), Mumbai. Earnest Money shall not be accepted in any other form. The Earnest Money shall be forfeited if, any tenderer withdraws it’s tender before validity specified in tender document or fails to supply the service(s) within specified period in tender document. Tender shall not be entertained where a tenderer has not furnished requisite Earnest Money in the prescribed acceptable form. In case the services delivered are found defective and not attended to by the service provider, the Earnest Money deposited by the service provider will also be forfeited. If service provider fails to install, commission and demonstrate the services/ package so ordered within the specified time, EMD will be forfeited.

- 2.8 The Earnest Money of the unsuccessful tenderer will be refunded without any interest after the concerned purchase is finalized or within four months whichever is earlier and that of successful tenderer will be refunded without any interest after three months of the successful installation and commissioning/ confirming performance as per specifications of the services or at to request of the successful tenders it may be adjusted towards security deposit.
- 2.9 Successful tenderer will have to pay Security Deposit at 03% of the total cost of accepted tender within 15 days from the date of award of purchase order, in the form of Bank Draft/ Bank Guarantee which will be refunded without any interest after twelve month from date of commissioning and satisfactory performance during warranty period whichever is later. Security Deposit will be forfeited in case of delay in supply beyond period specified in the order or not conforming performance as per specifications given in the tender.
- 2.10 The validity of Tender would be for a minimum period of 120 days from date of opening of tenders. The Board may reject a tender valid for a shorter period considering as non-responsive. In case of extension of validity period of the tender, the Board may solicit the tenderer's consent for extension of the period of validity and the tender shall remain valid for the extended period mutually agreed upon.
- 2.11 The rates should be quoted both in words and figures.
- 2.14. Tenders not in proper sealed cover or received telegraphically will not be entertained.
- If there is seen the unit price and the total price is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount in words will prevail.
- 2.15. Conditional tenders will be rejected without assigning any reason
- 2.16. The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons with due authorization should bear the signatures of only the authorized person of the firm. All pages of the tender, except for un-amended printed literature shall be initialed by the person or persons signing the tender.

- 2.17. To assist in the examination, evaluation and comparison of bids the Board may, in its discretion, ask the tenderer for a clarification of its tender. However, no change in the price or substance of the tender shall be sought, offered, re-permitted.
- 2.18. The specifications are clearly mentioned in the document and the tenderer is requested to submit tender only if their offer strictly complies with. The tendering for the instruments having different specifications will be on Tenderer's risk, as the Board will not entertain such tenders. **TENDERS CARRYING THE STATEMENT LIKE "SPECIFICATION AS PER TENDER" SHALL NOT BE ENTERTAINED.**
- 2.19. The placement of Purchase order will be according to Technical evaluation of the tender and after consideration of its price worthiness.
- 2.20. The price to be given in the tender are fixed prices, irrespective of rises in input cost prices and increase in taxes or any statutory increase etc., till installation of software and implementation of system to the Board. No request in regard to increase in the price of items or in taxes etc. or any statutory increase etc. will be entertained after the submission of the tender.
- 2.21. The nomenclature of the services/package will be invariably same in proforma invoice, packing list and in other relevant papers.
- 2.22. With the submission of this tender the tenderer accepts the conditions of the tender.
- 2.23. If the services supplied is/are of the specifications other than asked for any/or substandard to that mentioned in the supply order it will have to be replaced at their risk and cost. No freight and other charges for export/import and reshipment etc. will be borne by the Board. In no case specified time for supply shall be extended.
- 2.24. The installation of Accounting Software, Implementation of the Software Package, Connectivity of Software with head office, in all your Regional offices/sub regional offices/central laboratories/regional laboratories, so that the Manual System of Accounting can be switched over to Computer System of Accounting as per Schedule 'A'.
- 2.25. "After sales service" will be an important aspect to be considered of tender. The tenderer having service centers in Mumbai/Thane/Navi Mumbai will be given preference at the time of consideration of the tender. In case, the tenderer is and

authorized agent of the company for which the tender has been made the tenderer should arrange for the installation, warranty service, operational training, after sales service etc. including free training to two staff of each R.O./SRO of the Board. Confirmation of the above may be provided with the technical bid failing which the tender will not be considered.

- 2.26. At any time prior to the deadline for submission of the tenders the Board may for any reason whether at it's own initiative or in response to a clarification requested by a prospective tenderer, modify the tendering documents by an amendment.
- 2.27. At amendment if any will be brought to the notice in writing or by fax or e-mail to all concerned tenderer who have received the tendering documents and will be binding on them.
- 2.28. In order to afford prospective tenderer reasonable time in which to take the amendment in to account in preparing their tenders, the Board may at its discretion, extended the date for the submission of tenders.
- 2.29. The prices must be quoted service-wise i.e. basic price, duties, taxes, packing, forwarding, handling and transportation charges, Insurance, installation charges Custom clearance etc. The charges must be quoted clearly and not in vague terms like "As per actual"/"Approx." etc.
- 2.30. PLEASE NOTE THAT ANNEXURE-I OF THIS DOCUMENT MUST BE ENCLOSED WITH THE FIRST PART OF TENDER i.e. "TECHNO-COMMERCIAL TENDER" AND ANNEXURE-II WILL BE KEPT IN TE SECND PART OF TENDER i.e. "PRICE TENDER".
- 2.31. PLEASE NOTE THAT NO NEED TO ENCLOSE THE ENTIRE TENDER DOCUMENT (SUPPLIED BY THE BOARD), WITH YOUR TENDER ONLY ANNEXURE-I, II, III NEED TO BE ENCLOSED IN ORIGINAL AS PER INSTRUCTION STIPULATED.

**3. PAYMENT CONDITIONS:**

90% PAYMENT WILL BE MADE AFTER 30 DAYS ON RECEIPT OF REPORT OF CERTIFYING AUTHORITY ABOUT THE RECEIPT OF ORDERED SOFTWARE SYSTEM IN GOOD CONDITION AND ITS SATISFACTORY INSTALLATION AND PERFORMANCE. IF THE SOFTWARE IS FOUND DEFECTIVE OR OF SUBSTANDARD THE SAME WILL HAVE TO BE REPLACED BY THE TENDERER AT IS OWN COST.

**4. FORCE MAJEURE:**

Service provider shall not be considered in default if delay in delivery of services occurs due to cause beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, floods, riots etc. In the event of the delay due to such causes delivery schedule will be extended for a length of time equal to the period of force Majeure or at the option of the Board the order may be cancelled would be without any liability whatsoever on the part of the Board.

**5. WARRANTY:**

The services supplied under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specification and particulars mentioned in the clauses of the tender. The service provider will have to issue certificate of guarantee that the said services would continue to conform to the specifications and perform satisfactorily for a period 12 Months from the date of installation/ commissioning of the services and that notwithstanding the fact that the Board may have inspected and/or approved the said services discovered not to conform to the description and quality mentioned in the tender or have deteriorated (decision of the Member Secretary of the Board will be final and conclusive) the Board will be entitled to reject the said services or such portion of the services which may be discovered not to conform to the specifications and quality mentioned I the tender. On such rejections, the services will be at the Service provider's risk and of the provisions herein contained relating to rejection of goods etc. shall apply. The Service provider, if called upon to do so replace the services etc. or such portion thereof as is rejected by Member Secretary, of the Board free of cost at the ultimate destination, otherwise the service provider shall pay to the Board such damages as may arise by reason of breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Board in that behalf under this contract or otherwise. On failure to make the loss good to the Board, within 15 days from the date of demand, it will be recovered as "arrears of Land Revenue".

**6. JURISDICTION:**

In case of any dispute, the Mumbai Court alone will have the jurisdiction to try the suit on contract.

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**SCHEDULE – A**

**MAHARASHTRA POLLUTION CONTROL BOARD**

**TENDER NOTICE NO.: A/C Branch No -1 OF 2006  
SERVICES TO BE PROVIDED.**

- 1) Conduct the system requirement study for computerization of accounting and finance activities of the board considering the present work pattern and the statutory requirements.
- 2) Designing of software to suit the requirements and nature of business including.
  - a. To study, Find and Define the Strategic Internal Check and Control required at all levels of the Management.
  - b. To Develop and Install in-built Checks and Controls in the System as per the requirements arrived at.
  - c. To Debug the ineffectiveness and inadequacies noticed during the Trial Run and to re run and to arrive at adequate and effective system with perfect in-built, control and check mechanism
  - d. Designing of the Vouchers, Receipts Information Returns, Internal Memos to suit the System and Internal Control and Internal Check Requirement and to lay down the Formats and requirement of all the Input Forms.
  - e. To Design the Formats for Output Forms and Reports and to study the adequacy and effectiveness of the same with the requirement and demand of the Management and effective Controls and Checks.
  - f. To Prepare the Working Manual defining the Role and Requirement at all levels of Management and laying down the guidelines with Dos and Don'ts for the effective Implementation of the System.
  - g. Integrating the Regional Office / Sub Regional Office Accounts with H.O. Accounts for quick and smooth Consolidation
  - h. To Implement and ensure the quick and faster remittance of funds from Regional Offices to Head Office.
  - i. To Trial run and Test Check adequacy and efficacy of the in-built Controls and checks planted in the system.
  - j. Optionally the software may also include web- enabling provision like e- Payment, e-receipts, for consent management and Cess. Tenderer may quote for these features separately.
  - k. The above work should be completed within a period of six months from the date of allotment except the training of the staff as stated herein under
3. Training of staff at an our offices all over maharashtra as stated here under

## **LIST OF THE OFFICES TO BE COVERED**

- 1) Regional Offices - Mumbai / Navi Mumbai / Thane / Kalyan / Raigad / Pune  
Nashik / Kolhapur / Nagpur / Amravati / Aurangbad
  - 2) Laboratories- Central Laboratory Water Departments, Air Departments.
  - 3) Regional Laboratories :- Chiplun/ Thane/ Aurangabad/ Nashik/ Nagpur/ Pune
  - 4) Head Office :- At Mumbai with Following Departments.  
Store Section/ Account Section/ Technical Wing/ Cess Wing
  - 5) Zoning Atlas Cell
4. Specifying the hardware system to networking and integration of accounts and synchronizing the system with all the offices and implement the connectivity with Head Quarters.

**MAHARASHTRA POLLUTION CONTROL BOARD**

**APPLICATION FORM**

- 1) Name and full address of Bidder :  
Including telegraphic address, e-mail and  
Fax No.
- 2) Name and designation of the Head of the  
: Firm/Service provider and his  
Telephone, Fax,  
E-mail No.
- 3) (i) In Case the service provider is located  
: out of Mumbai, his contact  
address/authorized distributor in Mumbai, if  
any  
(ii) Name, designation, address Telephone  
: No. of the authorized person who  
may be contacted during the process of  
purchase concerned under this document  
(applicable for all the service providers)
- 4) Earnest Money deposited  
:  
(Reply in Yes or No.)
- 5) If yes, Demand Draft No., Date and Name  
:  
of issuing Bank
- 6) Validity of Tender  
:
- 7) Whether the tender conditions are accepted  
:  
in full (Reply in Yes or No)
- 8) Income tax PAN No. STCC/Service Tax  
Registration Certificate attached (latest)  
(Reply in Yes or No)

Place:  
Date:

Legally binding signature  
with SEAL

**UNDERTAKING**

To,

Member Secretary,  
Maharashtra Pollution Control Board,  
3<sup>rd</sup> & 4<sup>th</sup> Floor, Kalpataru Point,  
Sion-Matunga Scheme Road No. 8,  
Opp. Cine Planet, Sion (East)  
Mumbai – 400 022.

Sir,

Having examined the conditions of Tender Documents and specifications of the Software, the receipt of which is hereby acknowledged, we the undersigned offer to supply, install, commission and demonstrate the Software with successful performance.

The above Software installation is in conformity with the specifications and conditions of supply for a sum of Rs. .... (Rupees. ....). If accepted and we shall deliver and install within six months as indicated in the tender.

We agree abide by this tender and it shall remain binding upon us.

We are submitting a Demand Draft for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in favour of Maharashtra Pollution Control Board payable at S.B.I. (Matunga Branch), Mumbai towards the Earnest Money.

The Bid, together with your written acceptance thereof in your notification of reward shall constitute a tendering contrast.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

**Seal & Signature of Authorized Person**

**FINAL ACCEPTANCE CERTIFICATE**

No.

To,

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

**INSTALLATION COMMISSIONING AND FINAL ACCEPTANCE CERTIFICATE**

This is to certify that the services as detailed below has been received with all standard and special accessories/ spares and in accordance with the conditions of the contract and amendment, if any, and the same has been finally accepted after satisfactory installation, commissioning and training at the nominated site:-

Tender No. :  
Purchaser :  
P.O. No & Date :  
Description of services supplied :  
Quantity/Package supplied :  
Name of the principal/service provider:  
Name of the India Agent (if any) :  
Date of Installation, Commissioning :  
And Final acceptance  
Name and designation of consignee :  
Where Equipment Installed & :  
Commissioned by the Service provider.  
Whether incidental services as per : Yes/No  
P.O. provided  
Outstanding/dues with the service provider :  
List of documents enclosed :  
Further certified that, necessary entry has been taken in M.B. No. \_\_\_\_\_ Page No. \_\_\_\_\_ to \_\_\_\_\_ and Instrument Register on page No. \_\_\_\_ (Enclosed certified photocopy)

**Recommended for Release of full & final payment.**

**Signature of designated Consignee.  
(RO/SRO/ SSO/SO)  
Name & Designation with Seal &  
Ph/ Fax No:**

Copy submitted to : C.A.O., MPCB, Mumbai. For information & necessary action  
CC to : SSO, C.Lab, MPCB Navi Mumbai – for information