

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Supplier for Supply, Installation, Commissioning and Support of
Ambient Air Quality Monitoring of Particulate Matter-PM_{2.5} to MPCB in the State of
Maharashtra

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(e-tender:MPCB/JDAIR/02/2018-19 Date :21/03/2018)

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1 DISCLAIMER

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

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

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

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

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

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

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2 LIST OF ABBREVIATIONS

| | |
|------|---|
| MPCB | Maharashtra Pollution Control Board |
| CPCB | Central Pollution Control Board |
| RO | Regional Office, MPCB |
| SRO | Sub-Regional Office, MPCB |
| HO | Head Office, MPCB |
| RFP | Request for Proposal in context |
| OEM | Original Equipment Manufacturer |
| BG | Bank Guarantee |
| PBG | Performance Bank Guarantee |
| LoA | Letter of Award |
| SLA | Service Level Agreement |
| LC | Letter of Credit |
| MoEF | Ministry of Environment and Forests, Govt. of India |
| IPO | Intellectual Property Owner |
| IPR | Intellectual Property Rights |
| AMC | Annual Maintenance Contract |
| CAMC | Comprehensive Annual Maintenance Contract |
| O&M | Operate & Maintain |
| CoOP | Certificate of Operation |

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3 DEFINITIONS

3.1 BID

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

3.2 BIDDER

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

3.3 DOCUMENT / BID DOCUMENT

This Request for Proposal Document.

3.4 PROJECT

To select an appropriate Supplier for Supply, Installation, Commissioning and Support of Ambient Air Sampling, Stack Monitoring Kits to MPCB in the State of Maharashtra

3.5 REQUEST FOR PROPOSAL

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

3.6 RESPONSIVE BIDDER

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

3.7 COUNTRY OF ORIGIN

The place where the equipment or component parts thereof are produced.

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4 PROJECT CONCEPT & OBJECTIVES

4.1 BACKGROUND

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

One of the charters of the Board is to monitor the levels of pollution in the atmosphere and take necessary measures to ensure a safe environment within its jurisdiction. To meet the increasing requirement of such analysis Board has planned to strengthen Air/Stack pollution monitoring program by increasing Air, Stack monitoring by Board officials. To achieve goal of increased monitoring by Board officials, Board has decided to purchase new Air and Stack monitoring equipments.

4.2 OBJECTIVE OF RFP

MPC Board intends to purchase new Ambient Air and Stack Monitoring kits and phase out few old types of equipment as a part of technology up-gradation. MPC Board offers this exchange of old equipments on "as is where is basis" The details of the equipments offered under buyback are attached in Annexure-1 (Part-A)

The RFP intends to select Supplier/s, through e-tendering process, which has the requisite experience, resources and capabilities to supply and maintain Air, Stack monitoring Kits as per MPCB's requirements. The broad scope is defined below.

1. Decommission, Buy back and transport phased out equipments.
2. Supply of Equipments at designated locations as per the specifications mentioned and for quantities mentioned in the Price-Bid
3. Installation, Configuration, Commissioning and Testing of the equipments to meet MPCB's requirements
4. Training MPCB personnel to operate the equipments.
5. Warranty Support services for the product and solution support for a period of ONE (1) years from the date of commissioning of the solution and FIVE (5) years of comprehensive AMC after completion of warranty period

4.3 PROJECT COMPLETION SCHEDULE

The successful bidder is required to complete the supply, installation, commissioning and testing of the equipments at MPCB designated locations within FOUR (4) months of

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receipt of the LoA.

The warranty support period will begin from the date of Certificate of Operation by MPCB and will be in force for ONE (1) year.

The post-warranty support period will begin from date of end of warranty period and will be valid for FIVE (5) years.

5 DESCRIPTION OF THE SELECTION PROCESS

5.1 SUBMISSION OF BIDS

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

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

The bidder must quote the rates for all the equipments. The bid for each item should clearly mention the item code number, item name. Board reserves the right to accept the tender in full or in part.

5.2 RESPONSIVENESS OF BID

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

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

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

5.3 STEP 1 (COVER 1) – TECHNICAL BID EVALUATION

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

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

The Price Bid would seek to identify the Bidder making the most competitive price offer to MPCB. The evaluation criteria for assessment of the Price Bid are described in Section -8. The format for the Price Bid is specified in **Annexure - 4**

A ranked list of Bidders based on the results of the evaluation, as detailed in Section-8 of this Document, would be presented. The top ranked Bidder will be designated the Successful Bidder. MPCB is not bound to award a LoA to the lowest price bidder.

5.5 AWARD OF LoA

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

5.6 SIGNING OF ORDER ACCEPTANCE

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

5.7 SCHEDULE OF ACTIVITIES

| Sr. No. | ACTIVITY | Date |
|----------------|--|--|
| 1. | Date of Start of Sale of RFP document | 21 st March 2018 |
| 2. | Date of End of Sale of RFP document | 2 nd April 2018 |
| 3. | Last date for receipt of requests for clarifications | 24 th March 2018 |
| 4. | Pre-bid Conference | 26 th March 2018 15:00 Hrs |
| 5. | Training | 26 th March 2018 11:00 Hrs |
| 6. | Last time & date for receipt of e- Bids (Covers 1 & 2) | 5 th April 2018 |
| 7. | Time and Date of Opening of Cover-1 | 7 th April 2018 |

Bidders are also requested to read Annexure – 5 for detailed schedule of activities related to this RFP and bid submission process.

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

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6 PROCEDURES TO BE FOLLOWED

6.1 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, should be addressed to:

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

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

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

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

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

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

6.2 SUBMISSION OF THE BID

1. Cover 1 – Technical Bid

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

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2. Cover 2 – Price Bid

The Information to be submitted by the Bidders in the Price Bid (Cover 2) is described in Section 8 and Annexure 5.

3. Submission of the Bid

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

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

6.3 INITIALING OF THE BIDS

As prescribed in the Annexure 5, under this e-tender process the bids should be digitally signed. Any testimonials being presented should be self-attested before uploading.

6.4 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. Bids received after the scheduled time will not be accepted by MPCB under any circumstances. MPCB will not be responsible for any delay for any reason whatsoever.
2. Bid once submitted will be treated, as final and no further correspondence will be entertained on this. No Bids will be modified after the deadline for submission of Bids.
3. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* or those that do not contain the Covering Letter and other documentation as per the specified formats may be considered non-responsive and may be liable for rejection.
4. Scanned copies of the printed literature and catalogue/brochure giving full details should be included with technical bid to verify the specification quoted in the RFP document.
5. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
6. All communication and information should be provided in writing and in the English

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language only.

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

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reason whatsoever

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

6.5 VALIDITY OF THE PRICE BID

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

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

MPCB, reserves the right to vary the quantities by $\pm 30\%$ of the proposed quantities, add or remove locations, during the validity period of the contract. For any such changes made in quantities and the locations, the price mentioned only in the contract shall be considered. No revision in the prices, especially upwards, will be granted in the contracted prices.

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6.6 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

6.6.1 Fees for Request for Proposal (RFP) document

The RFP can be purchased by making a payment (non-refundable) of Rs. 10,000.00 (Rs. Ten Thousand only) through online payment. Please refer Annexure 5 of this document for the payment methodology.

It is mandatory for the bidders to display the proof of purchase of the RFP document to attend the pre-bid meeting. Prospective bidder failing to pay the fee for the RFP during the sale of RFP document will neither be allowed to attend the pre-bid meeting nor will his bid be accepted.

6.6.2 Earnest Money Deposit (EMD)

Bidders are required to submit an Earnest Money deposit (EMD) for an amount of **Rs. 92,400.00 (Rupees Ninety Two Thousand Four Hundred 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.

Details of item-wise EMD to be payable is tabulated below:

| ITEM | EMD AMOUNT IN Rs. |
|-----------------|-------------------|
| ITEM CODE-PM2.5 | 92,400.00 |

Please refer Annexure 5 for the payment of the same. Bids of the bidders, who have not paid the EMD as stipulated in this RFP, will be rejected by MPCB as non-responsive. No exemptions to this clause will be allowed.

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

1. If the Bidder withdraws his Bid at any time during the stipulated period of Bid validity as per Section 9.1 (or as may be extended).
2. If the Bidder, for the period of Bid validity:
 - i) in MPCB's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from MPCB in this regard and / or
 - ii) fails or refuses to execute the LoA (in the event of the award of the Project to it) and/or
 - iii) fails or refuses to furnish the Performance Guarantee within the stipulated time
3. Any claim made or information provided by the Bidder in the Bid or any information

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provided by the Bidder in response to any subsequent query by MPCB, is found to be incorrect or is a material misrepresentation of facts

In the event that any Bid is non-responsive or rejected after technical evaluation, the EMD of such Bidders shall be refunded with the unopened Cover – 2 of their Bid.

In respect of the bids after Technical Evaluation and eligible for price bid evaluation, the EMD of the unsuccessful Bidders (after opening of Cover 2) can cease to be in force after 60 days following the announcement of award of the Project to the Successful Bidder through the issue of the LoA for the same. The EMD of the Successful Bidder will be returned only on submission of SPBG that Successful Bidder will provide at the time of signing Order acceptance & the SLA. EMD of the unsuccessful bidders will be returned after 45 days of award of contract.

7 SUBMISSION OF TECHNICAL BID: COVER - 1

7.1 CRITERIA FOR MINIMUM ELIGIBILITY AND BID RESPONSIVENESS:

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

1. All Indian manufacturers and Foreign manufacturers having their operations in India or their distributors in India, if any
2. The Bidder should be a firm or a corporate entity, public / private limited company registered / incorporated under The Companies Act, 1956, and in business of manufacturing, authorized representative of OEM providing environment related sampling and testing instruments/equipments and support thereof for minimum FIVE (5) years as on 31st March 2016. No consortiums allowed.
3. The Bidder should be profitable for each of the past three financial years ending 31st March 2017
4. Bidder should have office in Mumbai and minimum at two other locations in Maharashtra /India to cover the locations of MPCB offices.
5. The Bidder should have officially purchased the RFP by paying the necessary fees as per section 6.6.1 and Annexure 5 of the RFP.
6. The Bidder should submit the EMD as stipulated in section 6.6.2 and Annexure 5
7. The Bidder produces a MAF as per Exhibit-3 in testimony of it being authorised by

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respective Manufacturers / OEM to supply, install and support the products required by MPCB

8. The product should be 100% compliance to all the technical Specifications mentioned in Annexure-2. The bidder should submit a declaration to that effect by the Manufacturer / OEM as per **Exhibit 4**.

7.2 COVER 1: INFORMATION FORMATS

Bidders are required to organize Cover-1 as per the following checklist -

| Cover 1 | Compliance to Minimum Eligibility Criteria and Technical Bid |
|------------------|--|
| Section 1 | <ol style="list-style-type: none"> a) Covering Letter as per the format specified in EXHIBIT 1 b) Attested copy of Power of Attorney c) Certificate of incorporation / registration d) Certificate from CA for compliance to section 7.1 (3) e) Proof of Purchase of the RFP document for 7.1.(5) f) EMD as per section 6.6.2 g) Manufacturer's authorization form as per EXHIBIT 3 h) Declaration from OEM as per EXHIBIT 4 in compliance of section 7.1 (8) i) Proof of address of offices as per section 7.1 (4) |

| | |
|------------------|---|
| Section 2 | <ol style="list-style-type: none"> a) Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1 b) Necessary technical brochure / literature, duly highlighting the relevant features / specifications required by MPCB c) Proposed Support methodology for warranty period and post warranty |
|------------------|---|

7.3 TECHNICAL BID - COVER 1

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

1. The technical bid should be in line with the scope of work as described in the Section 4.
2. Technical literature for the product and services, covering full technical specifications, principal of operation, design features, test & monitoring facilities, description of operation.
3. The bid should have all relevant testimonials, so as to ensure they score maximum marks under the evaluation system defined in section 7.4.1

7.4 TECHNICAL BID: EVALUATION CRITERIA & PROCESS

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

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

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

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

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7.4.1 Evaluation of Technical Bid

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

| Sr. No. | Criteria | Graded Marks | Max. Marks | Testimonial to be presented |
|----------|---|------------------------|------------|--|
| 1 | Organisation constitution | | 10 | |
| | Partnership | 2 | | Certificate of Incorporation / Partnership deed etc. |
| | Private Limited | 5 | | |
| | Public Limited | 10 | | |
| 2 | Financial Capability | | 10 | |
| | Average Turnover (AT) of the organisation as on 31st March '17 | | | Certificate from CA |
| a | AT < Rs. 25.00 cr but ≥ Rs. 15.00 cr | 2 | | |
| | AT < Rs. 35.00 cr but ≥ Rs. 25.00 cr | 5 | | |
| | AT ≥ Rs. 35.00 crores | 10 | | |
| 3 | Past Performance (Orders executed in last 5 years ending 31st Dec 2017) | | 35 | |
| | Order for supply, implementation and commissioning of Equipments having Order value ≥ 2.00 Crores | One (1) Mark Per Order | | Copies of the orders executed in last 5 year ending 31/12/2017 Note: Bidder should submit proof of having supplied these equipments satisfactorily to CPCB, SPCB's and Govt. Research Institutes and working satisfactory for last 3 yrs |
| a | To Govt organisation (state / central / UT / urban local bodies / PSUs) | | 15 | |
| | To Private organisations | | 5 | |
| | Number of AMC orders having AMC ≥ 3 years | One (1) Mark Per Order | | |
| b | from Govt organisation (state / central / UT / urban local bodies / PSUs) | | 10 | |
| | from private organisation | 5 | | |
| 4 | Certification | | 5 | |
| | Certification for the organisation | | | Copy of certificate valid as on date of bidding |
| a | ISO 9000 | 1 | | |
| | ISO 14001 | 3 | | |
| b | Certification for the instrument | | | |
| | TUV / UL / CE | 1 | | |
| 5 | Service Support Infrastructure | | 20 | |
| | Certified Service Engineers | | | OEM Certified Service staff currently on the roll along with respective OEM certificate. |
| | Service staff ≥ 10 but < 15 | 5 | | |
| | Service staff ≥ 15 but < 20 | 10 | | |
| | Service staff ≥ 20 | 20 | | |
| 6 | Presentation on execution, Support | | 20 | |
| | TOTAL MARKS | | 100 | |

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

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

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

If in case, after technical evaluation, only one bidder is found to be responsive & eligible, i.e. if the technical marks of only one bidder are more than or equal to 80, the Board will decide an acceptable price band and open Price Bid of the only eligible bidder. If the price bid of the bidder falls within the price band specified by the Board, the bidder will be declared as the SUCCESSFUL BIDDER.

8 EVALUATION OF PRICE BID: COVER 2

8.1 PRICE BID PARAMETERS

Bidders are requested to quote the Prices inclusive of all taxes/duties, packing, forwarding, freight, insurance, customs clearance, handling charges, transportation, delivery and commissioning etc. at the destination site as per delivery schedule at Annexure – 1 (Part-B).

8.2 EVALUATION OF PRICE BIDS AND RANKING

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

To facilitate evaluation and comparison, MPCB will convert all bid prices expressed in the amounts in foreign currency (USD, EUR, GBP, JPY) in which the bid prices are payable to Indian Rupees at the selling exchange rate established by www.xe.com or www.rbi.org Valid on the date of Price Bid Opening

For the Bidders bidding in foreign currency, the prices will be considered on CIF basis

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only. Bids not specifying the necessary components such as Freight, Custom and / CVD duty, insurance will be termed as non-responsive and as such will not be considered for evaluation.

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

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

8.3 COMPUTING THE FINAL SCORE

The composite score is a weighted average of the Technical and Price Scores. The weightages of the Technical vis-à-vis the Price score is 0.60 of the Technical score and 0.40 of the Price score. The composite score (S) will be derived using following formula:

$$S = (S (t) * 0.60) + (S (p) * 0.40)$$

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

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

8.4 AWARD CRITERIA

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

8.5 NOTIFICATION OF AWARD

MPCB will notify the successful bidder in writing that his bid has been accepted. Upon the successful bidder's furnishing of performance security, MPCB will promptly notify each unsuccessful bidder and will discharge their bid security.

9 PAYMENT TERMS

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

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

(a) For Bids in Foreign Currency:

Payment of foreign currency portion shall be made in Bidding Currency in the following manner:

- (i) On Shipment: **80%** of the Contract Price of the Goods shipped shall be paid by Sight Draft or through irrevocable Letter of Credit opened in favor of the Supplier through the State Bank of India, Matunga Branch, Mumbai for the Order value, and upon submission of documents specified in section 15
- (ii) On Acceptance: **20%** of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security.

The L/C will be confirmed at the suppliers cost. All bank charges shall be to the account of the beneficiary i.e. supplier. If L/C is requested to be extended/ reinstated for reasons not attributable to MPCB, the charges thereof would be to the suppliers' account.

Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of Invoice along with CoOP from MPCB declaring that the Goods have been delivered and that all other contracted Services have been performed.

(b) For Bids in Indian Rupees:

Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:

- (i) 80% percent payment shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site.
- (ii) The remaining 20% percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security.

NOTE: No advance payments are allowed under any circumstances.

10 LIQUIDITY DAMAGES AND PENALTY:

1) Delivery of equipments

For any delay in delivery beyond THREE (3) months from the date LoA / Purchase Order, the Board reserves the right to charge an LD (Liquidated Damages) at the rate of 2% of the total order value for the delay of every week or part thereof, subject to a maximum of 10% of the total supply contract value. Beyond which,

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without any prejudice MPCB may cancel the order in part or full. On such cancellation of the order, in addition to any other remedy available under the supply contract the EMD, Implementation/ performance Security will be liable for forfeiture.

2) Installation, demonstration & training

The supplier is required to do the installation of the equipment at designated sites and demonstration, training to the nominated persons of MPCB within ONE (1) month of arrival of equipments at the designated sites of installation, failing to this the Board reserves the right to charge a penalty at the rate of 2% of the total order value for the delay of every week or part thereof, subject to a maximum of 10% of the total supply contract value.

11 INDEMNIFICATION

The Supplier shall indemnify, protect and save MPCB and hold MPCB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- a) An act of omission or commission of the Supplier, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Work Order,
- b) Breach of any of the terms of this Work Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the service provider,
- c) Bonafide use of the deliverables and or services provided by the Supplier,
- d) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- e) Claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the service provider, under this Work order,
- f) Breach of confidentiality obligations of the Supplier,
- g) Gross negligence or gross misconduct solely attributable to the Supplier or by any agency, contractor, subcontractor or any of their employees by the Supplier for the purpose of any or all of the obligations under this Work Order.

The Supplier shall further indemnify MPCB against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, patents, and third-party claims on MPCB for malfunctioning of the equipment or software or deliverables at all points of time, provided however, MPCB notifies the Supplier in writing immediately on being aware of such claim, and the Supplier has sole control of defense and all related

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settlement negotiations.

Supplier shall be responsible for any loss of data, loss of life, etc, due to acts of Supplier's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

The Supplier shall indemnify MPCB (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Supplier with Laws / Governmental Requirements.
- b) Intellectual Property infringement or misappropriation.
- c) Negligence and misconduct of the Supplier, its employees, sub-contractor and agents.
- d) Breach of any terms of Work Order, Representation or Warranty.
- e) Act of omission or commission in performance of service.
- f) Loss of data.

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

The Supplier shall indemnify, protect and save MPCB against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied by them to MPCB from whatsoever source, provided MPCB notifies the Supplier in writing as soon as practicable when MPCB becomes aware of the claim however,

- a) The Supplier has sole control of the defense and all related settlement negotiations
- b) MPCB provides the Supplier with the assistance, information and authority reasonably necessary to perform the above and
- c) MPCB does not make any statements or comments or representations about the claim without the prior written consent of the service provider, except where MPCB is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by MPCB arising out of claims made by its customers and/or regulatory authorities.

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12 PATENT INDEMNITY

- a) The Supplier shall, indemnify and hold harmless MPCB and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which MPCB may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.
- b) If any proceedings are brought or any claim is made against MPCB, MPCB shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the MPCB's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

13 SUPPLIER'S LIABILITY

The selected Supplier will be liable for all the deliverables.

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

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

14 INSPECTION

The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows:

- a) After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications.
- b) Manufacturer's test certificate with data sheet shall be issued to this effect and submit along with the delivery documents.

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- c) MPCB reserves the options to be present at the supplier's premises during such inspection and testing.
- d) The acceptance test will be conducted by the MPCB, their consultant or other such person nominated by the MPCB at its option after the equipment is installed at MPCB designated site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the MPCB, the successful completion of the test specified.
- e) In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the MPCB reserve the right to get the equipment replaced by the Supplier at no extra cost to the MPCB.
- f) Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.
- g) Before the goods and equipments are taken over by the MPCB, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipments built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- h) The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.
- i) Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the MPCB.
- j) On successful completion of acceptability test, receipt of deliverables, etc. and after the MPCB is satisfied with the working of the equipment, the CoOp signed by the Supplier and the representative of the MPCB will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment and start of the warranty period.

15 DELIVERY AND DOCUMENTS

- a) Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the MPCB in the work order. The details of shipping and/or other documents to be furnished by the supplier are specified further in this RFP.

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- b) The mode of transportation shall be as same specified by the bidder in the bid.
- c) The bidders may please note that the delivery of the system should be strictly as per Section 4.3 of this contract.
- d) Goods should not be dispatched until the Supplier receives a firm order.

16 DETAILS OF SHIPPING AND OTHER DOCUMENTS TO BE FURNISHED BY THE SUPPLIER

- a) For Goods manufactured within India

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX or scanned copies by email.

- i. Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value;
- ii. Packing list;
- iii. Certificate of country of origin;
- iv. Insurance certificate,;
- v. Railway receipt/Consignment note;
- vi. Manufacturer's guarantee certificate and in-house inspection certificate;
- vii. Inspection certificate issued by purchaser's inspector, if any and
- viii. Any other document(s) as and when required in terms of the work order.

- b) For Goods manufactured abroad

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX or scanned copies by email.

- i. Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
- ii. Packing list;
- iii. Certificate of country of origin;
- iv. Manufacturer's guarantee and Inspection certificate;
- v. Inspection certificate issued by the Purchaser's Inspector, if any;
- vi. Insurance Certificate;
- vii. Name of the Vessel/Carrier;
- viii. Bill of Lading/Airway Bill;

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- ix. Port of Loading;
- x. Date of Shipment;
- xi. Port of Discharge & expected date of arrival of goods and
- xii. Any other document(s) as and when required in terms of the work order.

- Note: 1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
2. The above documents should be received by MPCB before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

17 BUYBACK

The equipments under “as is where is basis” buyback offered by MPCB are mentioned in annexure-1 (Part-A).

1. The bidders, who have purchased RFP, at their own cost need to inspect condition of the equipments on the respective location with prior permission and during office hours of MPCB.
2. Bidders must offer buyback to all the equipments mentioned in Annexure-1 (Part-A) irrespective of the condition and location of the equipment.
3. The Successful Bidder, on his own, is required to decommission, remove and transport the equipments from the respective locations.
4. All the related cost for such buyback shall be included in the Price Bid.
5. The Successful Bidder can decommission the phased out equipment only after CoOP of the new equipments.

18 TRANSPORTATION

- Supplier is required to transport the Goods from Origin to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, shall be arranged by the Supplier, and the related costs shall be included in the Price Bid.
- Supplier is required to transport the Buyback Goods out of MPCB locations. Transport shall be arranged by the Supplier, and the related costs shall be included in the Price Bid.

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19 PACKING

- a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking and documentation within and outside the packages shall comply strictly with any subsequent instructions ordered by the MPCB.

20 INSURANCE

- a) For bids in Foreign Currency, in case of being Successful Bidder, the Goods supplied shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- b) In such cases the supplier shall arrange and pay for Cargo Insurance, naming MPCB as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.
- c) The equipments to be supplied will be insured by the Supplier against all risks of loss or damage from the date of shipment till such time it is delivered at MPCB site in case of bidders in Indian currency.
- d) The Insurance shall be for an amount equal to 110% of the value of the work order from within "warehouse to final destination as specified in work order on "all risk basis" including strikes, riots and civil commotion
- e) With a view to ensure that claims on insurance companies, if any, are lodged in time, the Supplier shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to MPCB and he shall also liaise with MPCB to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the Supplier would be viewed seriously and he shall be directly responsible for any loss sustained by the MPCB on the event of the delay.

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21 WARRANTY

- a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Work Order.
- b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- c) Unless otherwise specified, the equipment shall carry a comprehensive warranty for a period of ONE (1) year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination or for FIFTEEN (15) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- d) The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary.
- e) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- f) The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- g) The equipment must be supported by a Service Centre manned by the OEM's technical support engineers or OEM certified Engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the OEM support Centre on a toll free number/web/mail.
- h) An undertaking from the manufacturer is required in this regard stating that they would facilitate the bidder on regular basis with technology / product updates & extend support for the warranty as well.
- i) The vendor will have to arrange for all the testing equipment & tools required for installation, performance testing & maintenance etc.
- j) The Successful Bidder must have a local logistics support by maintaining a local spares depot in India. This is to ensure immediate delivery of spares parts from the OEM.

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- k) MPCB shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. MPCB shall afford all reasonable opportunity for the Supplier to inspect such defects.
- l) Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the MPCB. This includes cost, insurance, freight, custom duty, octroi, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.
- m) If having been notified, the Supplier fails to remedy the defect within reasonable period of time, the MPCB may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the MPCB may have against the Supplier under the Work order.
- n) Goods requiring warranty replacements must be replaced on free of cost basis to MPCB.

22 ANNUAL MAINTENANCE CONTRACT

- a) The bidders should also quote for Annual Maintenance Contract (comprehensive) after warranty for subsequent years.
- b) No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.

23 INSTALLATION / INSPECTIONS, TESTS AND TRAINING ON O&M

- a) Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- b) Installation and demonstration to be arranged by the supplier free of cost and the same is to be done within ONE (1) month of the arrival of the equipment at site.
- c) The Supplier shall at its own expense and at no cost to the MPCB carry out all such tests and/or inspections of the Goods and Related Services as discussed and agreed to during the course of finalization of contract.
- d) MPCB or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the RFP specifications at no extra cost to the MPCB. MPCB shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

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- e) The inspections and tests may be conducted on the premises of the Supplier, at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the MPCB.
- f) Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to MPCB. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the MPCB or its designated representative to attend the test and/or inspection.
- g) The Bidder has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid. Subsequently, before the consignment lands in MPCB, the bidder shall confirm that the pre installation requirements are sufficient for installation of the equipment. In other words the bidder -should continuously monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation. It may be noted that MPCB responsibility is only to provide/facilitate space, clean power supply with electrical earth and water. Any additional requirements will have to be completed by the supplier at their own costs and such costs should be considered while bidding.
- h) Should any inspected or tested Goods fail to conform to the specifications, the MPCB may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to MPCB.
- i) MPCB 's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by MPCB or its representative prior to the Goods shipment.
- j) The Supplier shall provide MPCB with a report of the results of any such test and/or inspection.
- k) The supplier shall provide training on Operation and Maintenance of the instruments to minimum of the two nos. of MPCB Personnel at the site of installation.

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24 ASSIGNABILITY

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

25 EXTENSION OF TIME

- a) Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the MPCB.
- b) If at any time during execution of the work order, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the MPCB in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the MPCB shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the work order.
- c) Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause in the RFP unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

26 PROTECTION AGAINST DAMAGE

The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

- a) Voltage 230 volts – Single phase/ 415 V 3 phase ($\pm 10\%$)
- b) Frequency 50 Hz.

27 CONFIDENTIALITY

Successful Bidder shall hold data and information about MPCB, obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of MPCB.

Successful Bidder and MPCB shall maintain in confidence any information relating to the terms and conditions of this contract, information received from each other hereto in connection with this agreement as well as the business operations and affairs of MPCB or

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the successful bidder and their affiliates and shall not provide access to such information to any third party. This obligation shall expire 2 years after completion of the contract.

28 CORRUPT & FRAUDULENT PRACTICES

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

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

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

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

29 TERMINATION OF CONTRACT

- a) **For Convenience:** MPCB by written notice sent to the Supplier may terminate the contract in whole or in part at any time for its convenience giving one months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Supplier's performance under the work Order is terminated and the date upon which such termination become effective
- b) **For Insolvency:** MPCB may at any time terminate the Work Order by giving written notice to the Supplier, if the Supplier becomes bankrupt or insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MPCB.
- c) **For Non-Performance:** MPCB reserves its right to terminate the Work Order in the event of the Supplier fails to supply / install / Commission / provide support to the equipment supplied as per the provisions of RFP.

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30 ARBITRATION

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

31 LEGAL JURISDICTION

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

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32 EXHIBIT-1

FORMAT OF THE COVERING LETTER

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

Date:

Place:

To,

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

Dear Sir,

Sub: Selection of Supplier for Supply, Installation, Commissioning and Support of Ambient Air Sampling, Stack Monitoring Kits to MPCB in the State of Maharashtra

Please find enclosed our Bid for "Selection of Supplier for Supply, Installation, Commissioning and Support of Ambient Air Sampling, Stack Monitoring Kits to MPCB in the State of Maharashtra" in response to the Request for Proposal (RFP) Document issued by **MPCB** dated

We hereby confirm the following:

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

For and on behalf of:

Signature:

(Authorized Representative and Signatory)

Name & Designation of the Person:

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33 EXHIBIT – 2

FORMAT FOR COVERING LETTER SUBMISSION- WITH PRICE BID

(The Price Bid should be submitted along with the following cover letter. Format of Price Bid is given in **Annexure - 4**)

Date:
Place:

To,

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

Dear Sir,

Sub: Selection of Supplier for Supply, Installation, Commissioning and Support of Ambient Air Sampling, Stack Monitoring Kits to MPCB in the State of Maharashtra

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

The cost of the Supply, Installation, Commissioning and Warranty Support of Ambient Air Sampling, Stack Monitoring Kits for ONE (1) years and Comprehensive AMC for FIVE (5) years is mentioned in the Price Bid as per Annexure – 4 of the RFP.

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

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

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34 EXHIBIT – 3

MANUFACTURER'S AUTHORISATION FORM

(This letter of authority must be on the letterhead of the Manufacturer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.)

Date:
Place:

To,

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

Sub: Selection of Supplier for Supply, Installation, Commissioning and Support of Ambient Air Sampling, Stack Monitoring Kits to MPCB in the State of Maharashtra RFP Ref <RFP reference No.>

Dear Sir,

WHEREAS <Name and address of the Manufacturer> who are official producers of < Name of the product and product code > do hereby authorize <name of the Bidder> located at <Address of the Bidder> (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids. When resold by Name of the Bidder>, these products are subject to our applicable standard end- user warranty terms.

We assure you that in the event of <Name of the Bidder>, not being able to fulfil its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that <Name of the Bidder> is our authorized Service Provider / System Integrator and can hence provide maintenance and upgrade support for our products.

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of : _____

Dated :.

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35 EXHIBIT – 4

MANUFACTURER'S DECLARATION ABOUT TECHNICAL COMPLAINCE

(This declaration must be on the letterhead of the Manufacturer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.)

Date:
Place:

To,

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

Sub: Declaration of 100% Technical compliance as required by your RFP <RFP reference No.> Selection of Supplier for Supply, Installation, Commissioning and Support of Ambient Air Sampling, Stack Monitoring Kits to MPCB in the State of Maharashtra.

Dear Sir,

WHEREAS <Name and address of the Manufacturer> who are official producers of <Name of the product and product code> do hereby solemnly declare that

1. We have read and understood the technical specifications mentioned in Annexure 2 of this RFP and our product <Name of the product and product code> is 100% compliant to every specification mentioned therein.

We understand that if any of the points in this declaration is found to be incorrect, the bid will be declared as non-responsive and will not be considered for further evaluation.

Name
In the capacity of
Signed
Duly authorized to sign the authorization for and on behalf of : _____
Dated : .

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36 EXHIBIT – 5

FORMAT FOR CERTIFICATE OF COUNTRY OF ORIGIN OF EQUIPMENT

(This declaration must be on the letterhead of the Manufacturer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.)

Date:
Place:

To,

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

Sub: Declaration of country of origin of equipment by your RFP <RFP reference No.> Selection of Supplier for Supply, Installation, Commissioning and Support of Ambient Air Sampling, Stack Monitoring Kits to MPCB in the State of Maharashtra.

Dear Sir,

We, <bidder name>, hereby certify that the quoted instrument for procurement and installation from Maharashtra Pollution Control Board ins State of Maharashtra, India is manufactured in the country mentioned below.

| Item No. | Name of the Equipment | Country of Origin |
|----------|-----------------------|-------------------|
| | | |

We understand that if any of the points in this declaration is found to be incorrect, the bid will be declared as non-responsive and will not be considered for further evaluation.

Name
In the capacity of
Signed
Duly authorized to sign the authorization for and on behalf of : _____
Dated :.

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37 ANNEXURE – 1

PART-A

DETAILS OF PHASED OUT INSTRUMENTS

| Sr. No | Item / Description | Qty | Make / Model | Year of Purchase / Mfg | Condition | Location |
|--------|--------------------|-----|--------------|------------------------|---------------------|----------|
| | | | | | Working/Non-working | |
| | | | | | | |
| | | | | | | |
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* **Note:** Successful Bidder should visit MPCB offices and get the list of equipments to be phased out under Buy-Back scheme.

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ANNEXURE – 1
PART-B

LOCATION FOR INSTALLATION

The equipments should be supplied, installed, commissioned, and maintained at following locations.

| Sr | Office | Address |
|-----|-----------------------------------|---|
| 1 | Head Office | Kalpataru Point, 3rd floor, Opp. Cine Planet Cinema, Sion Circle, Sion (E), Mumbai – 400 022 |
| 2 | Regional Office Amravati | Maharashtra Pollution Control Board “Sahkar Surbhi” Bapatwadi, Near Vivekanand Colony, Amravati- 444606 |
| i | S.R.O. Amravati I | “Sahkar Surbhi” Bapatwadi, Near Vivekanand Colony, Amravati- 444606 |
| ii | S.R.O. Amravati II | “Sahkar Surbhi” Bapatwadi, Near Vivekanand Colony, Amravati- 444606 |
| iii | S.R.O. Akola | Near, Shashtri Nagar, Akola-444005 |
| 3 | Regional Office Aurangabad | Paryavaran Bhavan, A - 4/1, MIDC Area , Chikalthana, Near Seth Nandlal Dhoot Hospital, Jalna Road, Aurangabad- 431210 |
| i | Aurangabad I | Paryavaran Bhavan, A - 4/1 , MIDC Area , Chikalthana, Near Seth Nandlal Dhoot Hospital , Jalna Road , Aurangabad - 431 210 |
| ii | Aurangabad II | Paryavaran Bhavan, A - 4/1 , MIDC Area , Chikalthana, Near Seth Nandlal Dhoot Hospital , Jalna Road , Aurangabad - 431 210 |
| iii | Latur | Dev Towers, Opposite Tahsil Office, Latur - 413512 |
| iv | Nanded | Lahoti Complex, 2nd Floor, Near Shivaji Statue, Vajirabad, Nanded - 431601 |
| v | Parbhani | Devkripa Building, Rangnath Maharaj Nagar, Nandkheda Road, Parbhani - 431401 |
| 4 | Regional Office Kalyan | Maharashtra Pollution Control Board, Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, Kalyan (West) |
| i | S.R.O. Kalyan I | Maharashtra Pollution Control Board, Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, Kalyan (West) |
| ii | S.R.O. Kalyan II | Maharashtra Pollution Control Board, Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, Kalyan (West) |
| iii | S.R.O. Kalyan III | Maharashtra Pollution Control Board, Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, Kalyan (West) |
| 5 | Regional Office Kolhapur | Maharashtra Pollution Control Board, Udyog Bhavan Building, Near Collectarate Office, Kolhapur - 416 002 |
| i | S.R.O. Kolhapur | Udyog Bhavan Building , Near Collectarate Office, Kolhapur - 416 002 |
| ii | S.R.O. Sangli | 300/2 , Udyog Bhavan , Near Government, Rest House , Vishrambaug , Sangli - 416 416 |
| iii | S.R.O. Ratnagiri | Revenue Department Employees Co-Op Credit Society Ltd., Office Building, Collectors Office Compound, Zandgaon, Ratnagiri 415639 |
| iv | S.R.O. Chiplun | Parkar Complex , 1st floor, Behind Nagar Parishad Office, Chiplun Taluka. Chiplun Dist . Ratnagiri |

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| Sr No | Regional Office | Address |
|-------|-----------------------------|--|
| 6 | Regional Office Mumbai | Shri Chatrapati Shivaji Maharaj Municipal Market Building, 4th floor, Mata Ramabai Ambedkar Road, Mumbai 400 001 |
| 7 | Regional Office Nagpur | Udyog Bhavan , 6th floor , Near Sales Tax Office, Civil Line , Nagpur - 440 001 |
| i | S.R.O. Nagpur I | Udyog Bhavan , 6th floor , Near Sales Tax Office, Civil Line , Nagpur - 440 001 |
| ii | S.R.O. Nagpur II | Udyog Bhavan , 6th floor , Near Sales Tax Office, Civil Line , Nagpur - 440 001 |
| iii | S.R.O. Bhandara | Petkar Building, Sant Tukdoji Ward, Behind LIC Building, Bhnadara, Nagpur - 440 001 |
| 8 | Regional Office Nashik | Udyog Bhavan, First Floor, Trimbak Road, Near ITI, Satpur, Nashik - 422007 |
| i | S.R.O.Nashik | Udyog Bhavan, First Floor, Trimbak Road, Near ITI, Satpur, Nashik - 422007 |
| ii | S.R.O. Jalgaon I | Late Shri Bhikamchand Jain Municipal Market Building , Hall No. A , 3rd floor, Jalgaon - 425 001 |
| iii | S.R.O. Jalgaon II | Late Shri Bhikamchand Jain Municipal Market Building , Hall No. A , 3rd floor, Jalgaon - 425 001 |
| iv | Ahmednagar | Hall No. 2 & 3, Savitribai Phule, Vyaparsankul, Near T.V. centre, Savedi, Ahmednagar -441 003 |
| 9 | Regional Office Navi Mumbai | Maharashtra Pollution Control Board, Raigad Bhavan, 7th floor, Sector - 11, C.B.D Belapur, Navi Mumbai |
| i | S.R.O. Navi Mumbai - I | Raigad Bavan, 7th floor Sector - 11, C.B.D Belapur, Navi Mumbai |
| ii | S.R.O. Navi Mumbai - II | Raigad Bavan, 7th floor Sector - 11, C.B.D Belapur, Navi Mumbai |
| iii | S.R.O. Taloja | Raigad Bavan, 7th floor Sector - 11, C.B.D Belapur, Navi Mumbai |
| 10 | Regional Office Pune | Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003. |
| i | S.R.O.Pune I | Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003. |
| ii | S.R.O.Pune II | Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003. |
| iii | S.R.O.Pimpri-Chichwad | Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003. |
| iv | S.R.O.Satara | Manjunath Major Commercial Building, 531, Sadar Bazar, Opp. Science College, Dist Satara - 415002. |
| v | S.R.O. Solapur | 4/B, Bali Block, Civil Lines, Oppsite Government Milk Scheme, Saat Rasta, Solapur - 413003 |

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| Sr No | Regional Office | Address |
|-------|------------------------------------|--|
| 11 | Regional Office Raigad | Maharashtra Pollution Control Board, Raigad Bhavan, 6th floor, Sector - 11, C.B.D Belapur, Navi Mumbai |
| i | S.R.O. Raigad I | Maharashtra Pollution Control Board, Raigad Bhavan, 6th floor, Sector - 11, C.B.D Belapur, Navi Mumba |
| ii | S.R.O. Raigad II | Maharashtra Pollution Control Board, Raigad Bhavan, 6th floor, Sector - 11, C.B.D Belapur, Navi Mumba |
| iii | S.R.O. Mahad | Samaik Suvidha Kendra Building, MIDC - Mahad, District Raigad - 402 309 |
| 12 | Regional Office Thane | Maharashtra Pollution Control Board, Plot No P-30, 5th floor Office Complex Building Mulund Checknaka, Thane. |
| i | SRO Thane I | Plot No. P-30, 5th floor, Office Complex Building Mulund Checknaka, Thane |
| ii | SRO Thane II | Plot No. P - 30, 5th floor, Office Complex Mulund Checknaka , Thane |
| iii | SRO Tarapur I | MIDC Office Building, Boisar Station, Post Taps, Tarapur, Dist.Thane |
| iv | SRO Tarapur II | MIDC Office Building Boisar Station, Post Taps, Tarapur , Dist Thane |
| 13 | Regional Officer Chandrapur | Mahaveer Tower, 2nd floor, Mul Road, Chandrapur, 442 401 |
| i | SRO Chandrapur | Mahaveer Tower, 2nd floor, Mul Road, Chandrapur, 442 401 |

* **Note:** Successful Bidder should visit MPCB offices and get the list of equipments to be given under Buy-Back scheme.

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38 ANNEXURE – 2

TECHNICAL COMPLIANCE

(The following pages of the annexure have to be duly filled indicating compliance in YES(Y) or NO (N). Any other remarks such as partially complied etc. will be considered non-compliance. The compliance statement should be printed on the letterhead of Manufacturer / OEM and the same should be signed by the authorised person of the Manufacturer / OEM)

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Instrument Name: PM_{2.5} Sampler

Code: PM2.5

Quantity: 22 Nos.

| Sr No. | Feature | Mandatory Specifications | Compliance Y/N | Deviation |
|--------|---|---|----------------|-----------|
| 1 | Design Compliance | Should comply with USEPA published design & the compliance should be certified by a reputed CSIR Lab of India | | |
| 2 | Flow Rate | 1 m ³ /hr maintained by Mass Flow controller only | | |
| 3 | Elapsed time indicator | Real Time clock based records the operating time for each sample in hours and minutes. | | |
| 4 | Volumetric Flow rate Compensation | Performed automatically by the system using Sensors for Ambient Temperature and Barometric Pressure. | | |
| 5 | Volume Totalizer | MCU unit totalizes and displays volume of air sampled. | | |
| 6 | Flow Recorder | USB flash memory based system records flow rate, volume of air sampled, air temperature, filter temperature, filter pressure and barometric pressure. | | |
| 7 | Size selective inlets | PM10 Impactor and WINS Impactor for PM2.5 conform to USEPA design. | | |
| 8 | Special Features | Auto shut-off of sampler if flow rate drops by more than 10% from designed value of 16.7 LPM. | | |
| 9 | Vacuum Pump | Oil free, pump driven by induction motor for stable flow rate. | | |
| 10 | Data File compatible with MS EXCEL | Downloaded data directly opens in an Excel Sheet. No additional software is required. | | |
| 11 | Calibration Unit | Leak Check & Flow rate Calibration system provided. | | |
| 12 | Previous Experience | Bidder should submit proof of having supplied these equipments satisfactorily to CPCB and to at least 5 SPCB's. | | |
| 13 | Calibration Certificate | Calibration Certificate with NABL Logo must be provided to ensure reliability of Calibration. | | |

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39 ANNEXURE – 3

SCOPE OF WORK

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SCOPE OF WORK

1 Supply of Equipment

- The supplier will supply the required equipment which is matching the technical and performance specifications as given by MPCB in this RFP.
- The equipment will be supplied by the supplier at its own cost to any / all of the delivery address mentioned in Annexure – 1 (Part-B)
- In case the equipment is being imported, the Supplier will do the necessary Custom Clearance before delivery. The necessary documents regarding Custom Duty benefits, if any, will be provided by MPCB.
- In case the equipment is found damaged on arrival at MPCB, the supplier at its own cost will replace the equipment.

2 Buy Back of Phased out Equipments

- Buy back phased out equipments on “as is where is basis”
- Inventorise the equipments as per Annexure-1 (Part-A)
- Supplier on its own cost will Decommission, remove and transport the equipments from MPCB locations.

3 Pre-installation site survey and ensuring site readiness

- Supplier at its own cost will conduct a pre-installation site survey and ensure all necessary conditions exist for proper installation and commissioning of the equipment.
- The prospective bidders are advised to undertake a survey of the location before bidding to assess the site readiness. Any specific and unique site requirement for the installation and commissioning of the equipment should be considered the overall costing of the equipment.
- MPCB’s responsibility will be to solely provide/facilitate required space, clean electricity with electrical earth and water supply, as may be needed for the equipment.

4 Installation, testing and commissioning of equipment

- The Supplier will do the physical installation of the equipment at the location and space provided by MPCB.
- The Supplier will do the pre-commission testing of the equipment as may be required.
- The supplier will configure and commission the equipment. The commissioning test results will be documented and submitted to MPCB for their approval.
- At all times during the entire process, the supplier will notify and pre-empt MPCB about the activities to be conducted and ensure their presence.

5 Documentation

All documentation relating to technical specifications, operating instructions,

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configuration details, etc. have to be neatly documented. The relevant printed literature and soft copies of literature should be handed over to MPCB. In case such literature is not sufficient, the Supplier at their own cost will create and give the necessary documentation.

The warranty details and equipment identification details will be provided to MPCB. In case of routine and periodic maintenance schedule during warranty, such schedule should be given to MPCB.

6 Training of equipment operation

A minimum training to operate, care, reporting faults about equipments must be provided by the supplier. The training material should be given in hard copy format to each of the participants and ONE copy of the same should be submitted to the office JDAIR, MPCB.

7 Support during warranty and post warranty period

- Preventive Maintenance: The supplier is required to undertake periodic preventive maintenance of the equipment supplied as per the Manufacturer's recommendation. In absence of such recommendations, a preventive maintenance should be conducted at least on a six monthly basis
- Breakdown Maintenance: In case of break down, the Supplier, at its own cost, will ensure that the equipment is restored to working condition in ONE (1) business day. The Supplier will make the necessary replacements of the spares / parts with genuine spares / parts from the OEM. The maintenance will be completed at MPCB site. In case the equipment needs to be taken off the site / the repairs are likely to take more than ONE business day, the supplier will at its own cost, give stand-by equipment.

8 Single Point of Contact

The service provider shall appoint a single point of contact with whom MPCB will interact for any activity pertaining to the requirements of this RFP.

9 Schedule

The selected agency will be required to complete the supply, installation, configuration and commissioning of the equipment within FOUR (4) months from the date of issue of Purchase Order / LoA.

The warranty support period will begin from the date of Certificate of Operation by MPCB and will be in force for ONE (1) year.

The post-warranty support period will begin from date of end of warranty period and will be valid for FIVE (5) years.

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PRICE BID FORMAT

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 (CE) during Online Bid Preparation stage where bidders would quote their offer.
 The bidders should strictly follow the format given below for submitting the price –bids

| Sr.No. | Equipment | Equipment supply Price | | | Installation, Commissioning, Training Price | | | 5 year AMC / CAMC Price | | | Unit Price (J=C+F+I) | BUY BACK PRICE IN Rs. K | Total Price T=(Qx)JK |
|-----------------------------------|-----------|--------------------------------|-------------------|---------------------------|---|----------------------------|-------------------|-------------------------|--|--|----------------------|-------------------------|---------------------------|
| | | (Q) Basic Price In figures (A) | (B) Taxes (C=A+B) | Unit Price In figures (D) | (E) Basic Price Taxes Unit Price (F=D+E) | Basic Price In figures (G) | (H) Taxes (I=G+H) | Unit Price (J=C+F+I) | | | | | |
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| GRAND PRICE IN Rs. (WORDS) | | | | | | | | | | | | | GRAND PRICE IN Rs. |

Note: ONLY THE PRICES MENTIONED ABOVE WILL BE CONSIDERED FOR BID EVALUATION
 WARRANTY OF ONE (1)yr will start from the date of successful commissioning and will be valid for ONE (1) calendar yr. AMOCAMC will start from the date of expiry of Warranty and will be valid for FIVE (5) calendar yrs
 AMOCAMC will include all the cost of free on-site replacement of all the spares except for consumables as defined by MPCB
 MPCB will convert all bid prices expressed in the amount in foreign currency (USD, EUR, GBP, JPY) in which the bid prices are payable to Indian Rupees at the selling exchange rate established by www.ie.com or www.rbi.org valid on the date of Price Bid Opening
 For and on behalf of:
 Signature (Authorized Representative and Signatory of the Bidder):
 Name of the Person:
 Designation:
 Date:

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DETAILS FOR E-TENDER PROCEDURE

NOTICE DETAILS

| | |
|--|---|
| Tender Reference no. | MPCB/JDAIR/02/2018-19, Date :21/03/2018 |
| Name of Work / Item | Selection of appropriate Supplier for Supply, Installation, Commissioning and Support of Ambient Air Sampling, Stack Monitoring Kits to MPCB in the State of Maharashtra |
| Cost of blank tender document & Mode of Payment | Rs. 5,000/- (Rupees Five Thousand Only) (Non Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage. |
| EMD Amount & Mode of Payment | Rs.92,400/- (Rupees Ninety Two Thousand Four Hundred Only) through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage. |
| Date ,Time and Place for Training on e-Tendering Process | 26th March 2018 11:00 Hrs at MPCB Conference Hall, Kalpataru Point, 4th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022 |
| Date ,Time and Place of Pre Bid Meeting | 26th March 2018 15:00 Hrs at MPCB Conference Hall,Kalpataru Point, 4th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (E), Mumbai-400 022 |
| Venue of online opening of tender | MPCB Conference Hall, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022 |
| Address for Communication | Member Secretary MPC Board, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022 |
| Contact Telephone & Fax Numbers | Tel.No. - 022- 240 87 295, 022- 240 10437 Fax - 022- 240 87 295 Email - jdair@mpcb.gov.in |
| e-Tendering Helpline Support: Monday-Friday: 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM | <u>Telephone:</u> 020 - 3018 7500 <u>Email: support.gom@nextenders.com</u> |

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e-TENDER TIME SCHEDULE

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

| Sr. No. | Activity | Performed by | Start | | Expiry | |
|---------|--|-------------------|-------------------|--------------|-------------------|--------------|
| | | | Date | Time | Date | Time |
| 1 | <i>Release of Tender</i> | <i>Department</i> | <i>21-03-2018</i> | <i>11.00</i> | <i>21-03-2018</i> | <i>17.00</i> |
| 2 | Tender Download | Bidders | 21-03-2018 | 11.00 | 02-04-2018 | 17.00 |
| 3 | Bid Preparation | | 21-03-2018 | 11.00 | 05-04-2018 | 13.00 |
| 4 | <i>Superhash Generation & Bid Lock</i> | <i>Department</i> | <i>05-04-2018</i> | <i>13.01</i> | <i>05-04-2018</i> | <i>17.00</i> |
| 5 | Control Transfer of Bid | Bidders | 05-04-2018 | 17.01 | 06-04-2018 | 17.00 |
| 6 | <i>Envelope 1 Opening</i> | <i>Department</i> | <i>06-04-2018</i> | <i>14.00</i> | <i>07-04-2018</i> | <i>17.00</i> |
| 7 | <i>Envelope 2 Opening</i> | | <i>16-04-2018</i> | <i>14.00</i> | <i>16-04-2016</i> | <i>17.00</i> |

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

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INSTRUCTIONS TO BIDDERS FOR e-Tendering

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 for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra**:
<https://maharashtra.etenders.in>

The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <https://maharashtra.etenders.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.

An important Training Workshop on e-Tendering procedure will be held on 26-03-2018 at 11:00 Hrs. at 4th floor Conference Hall, MPCB, Sion.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in 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 such as **Net Banking, Debit Card and Credit Card** 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 modes of payment such as **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking) of Rs. **1054/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

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If any assistance is required regarding e-Tendering (registration / upload / download) please contact GoM e-Tendering Help Desk on number: **020 – 3018 7500 (Pune Helpline)**, Email: support.gom@nextenders.com

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 Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of Maharashtra Pollution Control Board on e-Tendering website of Government of Maharashtra, <https://allgom.maharashtra.etenders.in> by making payment through **Online Payment Modes i.e. Net Banking, Debit Card and Credit Card.**

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 from M.P.C.Board office

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.

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PREPARATION & SUBMISSION OF BIDS

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

Online Bid Preparation

EARNEST MONEY DEPOSIT (EMD)

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

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

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

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

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

TECHNICAL BID

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, if required can be zipped as well and then uploaded during **Online Bid Preparation stage**.

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The list of documents for Technical Envelope is as follows:

| Sr. No. | List of Documents | Compulsory / Additional |
|---------|--|-------------------------|
| 1 | Covering Letter As per Format in EXHIBIT 1 | Compulsory |
| 2 | Attested copy of Power of Attorney | Compulsory |
| 3 | Proof of Purchase of RFP | Compulsory |
| 4 | EMD as per Section 6.6.2 | Compulsory |
| 5 | Certificate of incorporation / Registration Service Tax registration certificate | Compulsory |
| 6 | Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1 | Compulsory |
| 7 | Technical Proposal as mentioned in section 7.2 PART 2 (b) | Compulsory |
| 8 | Covering Letter As per Format in EXHIBIT 2 | Compulsory |
| 9 | Manufacturer's Authorisation Form as per EXHIBIT 3 | Compulsory |
| 10 | Manufacturer's Declaration about Technical Compliance as per EXHIBIT 4 | Compulsory |
| 11 | Duly filled Technical Compliance form as per Annexure 2 | Compulsory |

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.

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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.

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, Debit Card, Credit Card and NEFT/RTGS** 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, 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 pre-scribed schedule without which the tender will not be submitted.

Interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. **1054/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of commencing **Online Bid Submission** stage of the tender schedule.

Non-payment of processing fees will result in non submission of the tender and Department will not be responsible if the tenderer is not able to submit their offer due to non- payment of processing fees to the e-tendering agency.

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Detailed list of different modes of online payment to e-tendering service provider (**E-Payment Options**) has been provided under **E-Tendering Toolkit for Bidders** section of **<https://maharashtra.etenders.in>** .

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 e-tendering portal of the Govt. of Maharashtra. 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 it's duly authorised representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

TECHNICAL ENVELOPE (T1):

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

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.

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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.

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,

PRICE SCHEDULE

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.

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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.

| Sr. No. | List of Documents | Compulsory / Additional |
|-----------------------------------|--|-------------------------|
| FOR TECHNICAL BID | | |
| 1 | Covering Letter As per Format in EXHIBIT 1 | Compulsory |
| 2 | Attested copy of Power of Attorney | Compulsory |
| 3 | Proof of Purchase of RFP | Compulsory |
| 4 | EMD as per Section 6.6.2 | Compulsory |
| 5 | Certificate of incorporation / Registration Service Tax registration certificate | Compulsory |
| 6 | Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1 | Compulsory |
| 7 | Technical Proposal as mentioned in section 7.2 PART 2 (b) | Compulsory |
| 8 | Covering Letter As per Format in EXHIBIT 2 | Compulsory |
| 9 | Manufacturer's Authorisation Form as per EXHIBIT 3 | Compulsory |
| 10 | Manufacturer's Declaration about Technical Compliance as per EXHIBIT 4 | Compulsory |
| 11 | Duly filled Technical Compliance form as per Annexure 2 | Compulsory |
| FOR COMMERCIAL / PRICE BID | | |
| 1 | Covering Letter As per Format in EXHIBIT 2 | Compulsory |
| 2 | Price Bid in the format given in Annexure 4, duly signed and sealed | Compulsory |
| 3 | | |

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.