

MAHARASHTRA POLLUTION CONTROL BOARD

E-TENDER NOTICE NO: **MPCB/JD(APC)/Mobile Calibration Van/2022-23**

E-Tender Document for

“Supply, Installation, Commissioning and Operation & Maintenance Services

of

Mobile Continuous Automated Air Quality Monitoring Station for Calibration of Sensors
and Ozone Monitoring for Maharashtra Pollution Control Board”



MAHARASHTRA POLLUTION CONTROL BOARD

Kalpataru Point, 3rd floor, Opp. Cine Planet Cinema,

Sion Circle, Sion (E), Mumbai –400022

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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*.

1 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
CAAQMS	Continues Automated Air Quality Monitoring Station
AAQMS	Automated Air Quality Monitoring System
VOC	Volatile Organic Compounds
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

2 DEFINITIONS

2.1 BID

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

2.2 BIDDER

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

2.3 PROJECT

To select an appropriate Supplier for Supply, Installation, Commissioning and Operation and Maintenance Services of Mobile Continuous Automated Air Quality Monitoring Station for Calibration of Sensors and Ozone Monitoring for Maharashtra Pollution Control Board

2.4 REQUEST FOR PROPOSAL

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

2.5 RESPONSIVE BIDDER

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

2.6 CONTRACTOR

Contractor is the successful bidder, who has been awarded the contract after due evaluation of technical and commercial bids and such a bidder has accepted the terms and conditions of the contract by signing the same. .

2.7 COUNTRY OF ORIGIN

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

3 PROJECT CONCEPT & OBJECTIVES

3.1 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.

Maharashtra Pollution Control Board is monitoring Ambient Air Quality at selected locations in the State of Maharashtra under National Air Quality Monitoring Program (NAMP) and State Ambient Air Quality Monitoring Program (SAMP). The Central Pollution Control Board (CPCB) is partly funding for NAMP and SAMP is funded by MPCB.

To meet the increasing requirement, MPCB is in the process of strengthening Air Quality Monitoring Network by installing CAAQMS and manual monitoring stations as per the CPCB matrix for monitoring network, which was endorsed by Hon'ble NGT in the OA No: 681/2018 and issued directions to all the SPCBs considering the geographical area, requirement of sufficient monitoring stations to cover all the hot spots with respect to ambient air pollution. MPCB intend to procure this Vans for calibration and optimum use of sensor monitoring and valid data generation with respect to Ambient Air Quality for PM 10 & 2.5.

Calibration of such sensors with CAAQMS analyzers certified by the EPA, TUV, MCERTS is essential to find out suitable sensors which can work in field conditions and generate acceptable values in comparison with CAAQMS analyzers. Presently, CSIR-NPL in India is only agency to certify and calibrate these low-cost sensors.

In view of the above, MPCB proposes to procure 5 Mobile calibration vans fitted with PM10 and PM2.5 analysers of CAAQMS for deployment and calibration of Sensors proposed to be installed across Maharashtra. This will facilitate the optimum use of sensor based monitoring and valid data generation with respect to Ambient Air Quality for PM10 and PM2.5 parameters.

Similarly, MPCB proposes to procure additional 2 Mobile Vans fitted with Ozone monitoring in urban area to understand the concentration levels at ground level. As per the available data of CAAQMS installed at selected locations, Ozone levels are seen on the rise at the ground level in urban areas and hence need to cover more locations for Ozone monitoring.

3.2 OBJECTIVE OF RFP

As a part of strengthening monitoring network, MPCB intends to procure Mobile vans fitted with selected analyzers as specified in Scope of work.

The RFP intends to select through e-tendering process, Supplier/s with requisite experience, resources, and capabilities to Supply, install , Commission and Operate & Maintain Mobile Monitoring Vans for Calibration of Sensors and Ozone monitoring. Out of

the total number of 7 of vans being procured, 5 vans will be fitted with PM 10 & PM 2.5 analysers and balance 2 Vans will be fitted with Ozone Analysers.

3.2.1 The broad scope of work is defined below.

1. Supply of CAAQMS Analysers: The Supply including packing, transportation, insurance, custom clearance, port clearance and handling, inland transportation, inland transit insurance and delivery to site, installation, testing and commissioning of equipment and provision of training of MPCB officials’.
2. Supply of 7 numbers of BS-VI certified vehicle frame model TATA Winger or its equivalent: The Monitoring Van designed will be used for monitoring of ambient air quality. The vehicle body shall be built as per the pre-requisite of analyzers for monitoring of PM10, PM2.5 and Ozone parameters along with multi-point gas calibration system. The Instrument Cabin shall be air conditioned and must be able to maintain constant temperature. The analysers must be easily accessible for calibration and maintenance.
3. The successful bidder shall be responsible for supply, installation and commissioning of all the sets of air quality monitoring analysers. The Bidder would provide complete set of Mobile CAAQMS ready to monitor the continuous ambient air quality.
4. Each Mobile Van will have a driver appointed by the bidder. The successful bidder shall pay monthly salary and expenses of the Driver as per prevailing government rules and regulations, from date of hand over and during O&M period.
5. The successful bidder would bear the insurance, repairs and maintenance of the vehicles during the O&M period. However, MPCB will bear the cost of fuel and oil, as per requirement.
6. Supply of Equipment’s / Instruments at Head Office, MPCB as per the specifications and quantities mentioned in the RFP document.
7. Configuration, Commissioning, Testing, Training, and providing Maintenance support of the equipment to meet MPCB’s requirements
8. Training MPCB personnel to operate the equipment’.
9. O & M of CAAQMS Analysers and Mobile Vehicle: Operation & Maintenance of Automated Air Quality Monitoring Systems along with Mobile Vehicle for a period of five (5) years from the date of commissioning of the station, which can be extended up to three (3) years at the mutually agreed rates and terms & conditions.
10. Warranty support services for Automated Air Quality Monitoring Systems for a period of ONE (1) year from the date of commissioning and FIVE (5) years of comprehensive AMC after completion of warranty period.
11. Data & Report of data pertaining to MCAAQMV to MPCB.
12. Submission of Data as per MPCB requirement in the formats prescribed. Online

transfer of data to MPCB and CPCB and establishing connectivity to AQI server at MPCB and CPCB, as and if required.

13. These vans will be stationed at Head Office of MPCB. The successful bidder would bear the cost of initial installation & commissioning and all the costs of monthly recurring usage.

14. SCHEDULE OF REQUIREMENTS

The Mobile CAAQMS shall have the following schedule of requirement. The system should be completely functional. Any balance of material not specified but required for the purpose must be supplied by the bidder.

Sr. No.	Brief Description (5 vans fitted with PM 10 & 2.5 and 2 Vans fitted with Ozone Analysers)	Qty. in nos.
1.	Continuous Automatic Air Quality Monitoring Analysers for O3	2 Unit
2.	Complete set of Multi-point gas calibration system for calibration of O3 analyser	2 Unit
3.	Continuous Automatic Air Quality Monitoring Analysers for Beta Gauge or β -RAY ATTENUATION PM2.5 and PM10 Monitors	5 Unit
4.	Arrangements like Thermally Stable Housing (Body Built up) for installation of CAAQM Analysers with Internal fitting, Instruments racks, Electrical and Fittings, Tools (electrical and mechanical), Portable A/C of 1 Ton Capacity, 5 KVA Generator with power cable drum for 100 mtr along with 5 KVA Online UPS with 4 hours battery backup	7 Unit

3.3 MINIMUM TECHNICAL SPECIFICATIONS

The minimum technical specification requirements for the Mobile CAAQMS to be commissioned and installed are given in Annexure –2 (Technical Specifications) of bid document. However, the actual technical proposal can have higher or better technical performance parameters and the minimum specifications proposed should not be taken as a constraint on the upper side. The technical specifications cannot be changed if not approved and authorized by MPCB, prior to bidding.

3.4 INSPECTION AND TEST

3.4.1 Unpacking Inspection

The Contractor shall immediately after arrival of the Equipment at Head Office of MPCB, will inspect and ensure that all the equipment received is in conformity with the packing list without any damage.

3.4.2 Performance Test

The Contractor shall carry out the performance test for all the equipment supplied, in presence of expert committee members appointed by the Member Secretary, MPCB.

Contractor shall at his own cost and expenses will arrange for any supplemental and/or

supporting equipment which may be required while carrying out the performance test of the equipment received.

3.5 PROVISION OF TRAINING

The contractor shall provide the training of minimum two weeks to at least 3 (the number will be mutually decided between MPCB and Successful Bidder) staff members of the board, at each of the location of the deployment of CAAQMS.

Training should include but not limit to the following:

- 1) Inspection of the Equipment.
- 2) Precautions in use of the Equipment.
- 3) Basic measurement principle.
- 4) Principles of operation of the Equipment.
- 5) Start-up and shutdown procedure.
- 6) Operation of the Equipment.
- 7) Calibration method.
- 8) QA/QC.
- 9) Data Validation & management and software application.
- 10) Safety precautions.
- 11) Basic maintenance procedure.
- 12) "Do's" and "Don'ts" in operation of the Equipment.
- 13) Handling of hazardous chemicals and gas.
- 14) Others, which are deemed to be necessary by the Supplier.

Contractor shall at his own cost and expenses will arrange for any supplemental and/or supporting Equipment which may be required for training. The contractor in consultation with MPCB shall finalize the detailed contents and schedule of the training. The Contractor shall furnish the training manual and/or CD as required for training for all the equipment supplied. Contents of training manual and/or CD shall include:

1. Principle of the Equipment.
1. Operation and calibration of the Equipment.
2. Maintenance and basic repair of the Equipment.
3. Safety instruction of the Equipment.
4. Others, which are deemed to be necessary by the Supplier.
5. QA/QC, Data Validation & management and software Application

3.6 Operation & Maintenance of Mobile CAAQMS

3.6.1 During the Operation & Maintenance of the Mobile CAAQMSs the contractor's responsibilities shall include without limitations, the following works to be carried out on the Mobile CAAQMS :

- a) Operation and Maintenance of all the commissioned equipment and amenities as supplied by the manufacturer under the contract including services during forced and planned outages and overhauls.
- b) The Operation and Maintenance of the vehicle would be carried out by the contractor. This maintenance will be as per the specifications / schedule specified by the manufacturer or as specified by MPCB.

- c) The Contractor shall take over the entire Mobile CAAQMS (including all equipment) for O&M after execution of Indemnity Bond as per format placed at Attachment- 5 of bid document.
- d) The Contractor shall provide to MPCB a monthly summary of all operation and maintenance activities performed by the contractor, within 2 weeks of completion of a particular month.
- e) Operation and Maintenance Obligations: In implementing its obligations to operate and maintain the facility under this Contract, the Contractor shall:
 - i. Undertake comprehensive maintenance including i.e. schedule and breakdown maintenance & repair at site and keep MPCB informed regarding status of vehicle & equipment and forward daily data as per Attachment 3 & 5 of Section - II.
 - ii. The Operation and maintenance of the Mobile vehicle along with chassis build-up would be the responsibility of the contractor and would ensure the maintenance of the vehicle as per the standard procedure / schedule prescribed by the manufacturing company and as per the laid out standards in the operating manual of the vehicle.
 - iii. Obtain permission from MPCB if any equipment under O&M, needs to be sent to the works.
 - iv. Take reasonable action to ensure that the personnel of the contractor deployed at Air Monitoring Stations are provided with a work place in compliance with applicable law.
 - v. Keep the CAAQMS clean, well maintained inside and in good working condition.
 - vi. Contractor shall secure all the movable, immovable and other properties of the MPCB. The Contractor shall indemnify the loss caused to MPCB on account of any damage, loss or theft caused to the property of MPCB.
 - vii. The contractor shall perform all required scheduled maintenance for all equipment.
 - viii. The contractor shall perform all unscheduled maintenance and repairs for all equipment, auxiliaries etc. within (24) hours of the occurrence of the event requiring unscheduled maintenance. The contractor shall provide MPCB with detailed written information on nature of the repair or replacement to be carried out, estimated down time and other necessary details as required
 - ix. The Contractor shall source all the spares required for maintenance & repairs of the installed equipment only from the OEMs.
- f) The Operator shall not:
 - i. Make any modifications as to the Van, other than in an Emergency, without the prior written approval of MPCB or
 - ii. Dispose of any assets, settle law-suits or engage in transactions relating thereto on behalf of MPCB without the prior written approval of MPCB.
- g) The Contractor shall purchase at his own cost and expenses, spare parts, materials, supplies and other consumable items, and maintain an inventory thereof. All such material supplied and other items shall be the property of the Contractor, however all the spares shall be sourced only from respective OEMs.

- h) The Contractor shall review all applicable laws and initiate and maintain such prosecution, procedures and operating plans relating to operation of the Air Monitoring Systems as are necessary to comply therewith or assist MPCB in complying therewith as the case may be.
- i) The Contractor shall operate the equipment as per the laid out standards in the operating manual of the equipment and providing data for ambient air to MPCB on daily basis in the suggested format. The daily monthly and yearly Reporting Formats are attached Annexure X1 to X5 OR as provided by the MPC Board later.
 - i. Provide data collected through operation of the equipment on daily basis in suggested output formats given in the bid document.
 - ii. Establish and maintain a daily and monthly and yearly reporting system to provide storage and ready retrieval of operation and maintenance data including such information necessary to verify calculations. The monthly reporting shall contain variances from targets.
 - iii. Provide access for MPCB to the Monitoring Vans and its data at all reasonable times, as and when required.
 - iv. Online transfer of data to MPCB/CPCB server and AQI server.
- j) The Contractor shall ensure accuracy of the data provided as per standards.
- k) The contractor shall ensure periodic re-calibration of all the equipment as per manufacturer's instructions and maintain "Protocol Calibration" as per Attachment 2 of Section II.
- l) MPCB shall arrange for the following and Contractor shall guide and assist MPCB
 - i. MPCB shall pay AMC and O&M charges to the Contractor at the end of each quarter after submission of validated data & report by the Contractor, in accordance with the payment terms detailed in special conditions of contract.
 - ii. MPCB shall pay all fees including applicable GST etc., imposed upon MPCB by the Applicable Law.
 - iii. Spare parts/ consumable replacement document is maintained and verified by MPCB. The contractor has to maintain records / Receipts/ bills paid and make the same available as and when required

3.6.2 Handing Over of Mobile CAAQMS:

On expiry/closure/termination of the Contract, Mobile CAAQMS shall be handed over to MPCB in working condition to the satisfaction of MPCB. Few or all the spares procured by the Contractor and unused as on date of handing over may be purchased by MPCB at his discretion provided Contractor is able to provide reasonability of the costs of such spares. In addition, the Contractor shall provide consumables equivalent to three months consumption on expiry/closure/termination of the Contract without any extra financial implication to MPCB.

3.6.3 Penalties:

During O&M period, in case of any analyser/ system failure, penalty will be charged by MPCB @ Rs.1,000/- (one thousand) per day per analyzer after a grace period of seven (7) continuous non-working days. The grace period of seven (7) continuous non-working

days shall be given only once per quarter (3 months). Total penalty per year during O&M period on account of above conditions shall be limited to 30% of total O&M charges for one year. Failing which defective/ malfunctioning analyser / system will be replaced.

In case penalty in a year exceeds 30% as above, the contractor shall replace the defective analyser/s or systems with new ones at his own cost, failing which the MPCB shall have the right to terminate the O&M contract and forfeiture of BG.

3.7 PROJECT COMPLETION SCHEDULE

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

4 DESCRIPTION OF THE SELECTION PROCESS

4.1 PREPERATION 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 item should clearly mention the item code number, item name. Board reserves the right to accept the tender in full or in part. Conditional Bids are not accepted and will be rejected.

4.2 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
7. Bids submitted under "Joint Venture" or in partnerships.

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

4.3 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-6.4.1. The Cover-2 of the Bid, viz: the Price Bid, of the Bidders whose Bids are not responsive / do not qualify in the technical evaluation will not be opened.

4.4 STEP2 (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.

4.5 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.

4.6 SIGNING OF ORDER ACCEPTANCE

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

4.7 SCHEDULE OF ACTIVITIES

Sr. No.	ACTIVITY	Date
1.	Date of Start of Sale / Download of RFP document	7 th July 2022
2.	Date of End of Sale / Download of RFP document	21 st July 2022
3.	Last date for receipt of requests for clarifications	12 th July 2022
4.	Pre-bid Conference (may also held online)*	13 th July 2022 @ 11:30 Hrs
5.	Last time & date for receipt of e- Bids (Covers 1 & 2)	21 st July 2022 @ 11:00 Hrs
6.	Time and Date of Opening of Cover-1	22 nd July 2022 @ 11:30 Hrs

Note: 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.

5 PROCEDURES TO BE FOLLOWED

5.1 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 or in pre Bid meeting. 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 on jdair@mpcb.gov.in prior a day of pre-bid meeting, kindly note that queries received after the last date mentioned in Section 5.7 will not be considered:

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

5.2 SUBMISSION OF THE BID

1. Cover-1 – Technical Bid: The information to be submitted by the Bidders as Cover-1 of their Bids is described in Section 7 and Annexure 5.
2. Cover-2 – Price Bid: 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.

5.3 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.

5.4 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 language only.
7. The metric system shall be followed for units.
8. All prices shall be expressed in Indian Rupees or US Dollars 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 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/EMD 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.

5.5 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.

5.6 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

5.6.1 Fees for Request for Proposal (RFP) document

The RFP can be purchased by making online payment (non-refundable) of ₹. 5,000.00 (₹. Five Thousand Only). Please refer Annexure 5 of this document for the payment methodology.

5.6.2 Earnest Money Deposit (EMD)

Bidders are required to submit an Earnest Money deposit (EMD) for an amount of **₹.10,00,000.00 (₹.Ten Lakhs only)**. The details of EMD payable is given below: 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.

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

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

In respect of the bids after Technical Evaluation and eligible for price bid evaluation, the EMD of the unsuccessful Bidders (after opening of Cover 2) can cease to be in force after 60 days following the announcement of award of the 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 15 days of award of contract to the successful Bidder.

6 SUBMISSION OF TECHNICAL BID: COVER - 1

6.1 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 evidence 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 partnership 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 /Supplier and support thereof for minimum FIVE (5) years as on 31st March 2022. No consortiums or Joint Ventures allowed.
3. The bidder should be a manufacturer, or an authorized agent must have supplied, manufactured, installed, commissioned minimum One (01) nos. of mobile ambient air quality monitoring station in their existing tenure and must have commissioned minimum Five (05) nos. of CAAQMSs with 08 notified parameters in the past FIVE (5) years and should be in satisfactory operation.
4. For all the items not manufactured by the Bidder i.e. Analysers, Monitors, Calibrators and Sensors, the bidders should be authorized by each of the manufacturers for these items as per the format "Form of letter of authorities" provided as Attachment 1.
5. Bidder or their associate as O&M partner should have adequate financial capability to execute the contract as per Attachment 2 A, B & C
6. Bids of bidders quoting as authorized representative of a manufacturer, who meets the above requirements in full, can also be considered, provided Bidder produces a MAF as per Exhibit-3 in testimony of it being authorized by respective Manufacturers / OEM to supply, install, and support the products required by MPCB
7. The O&M partner shall furnish an undertaking regarding carrying out satisfactory O & M of CAAQMSs covered in this document as per terms & conditions of the document on behalf of the bidder. This information is to be provided as per Attachment 3&4.
8. Financial Capability: The Bidder should be profitable for each of the past three financial years ending 31st March 2022.
9. 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.

10. The Bidder should submit the EMD as stipulated in section 5.6.2 and Annexure 5
11. The Bidder produces a MAF as per Exhibit-3 in testimony of it being authorized by respective Manufacturers / OEM to supply, install, and support the products required by MPCB
12. The product should be 100% compliant 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**.
13. The Bidder and their OEMs must give undertaking that they will continue the formal collaboration till the entire duration of O & M period. The spares/consumables will be supplied by the OEMs to the bidder till the expiry of the entire duration of O & M period.

6.2 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 6.1 e) Proof of Purchase of the RFP document for 6.1 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 6.1 i) Proof of address of offices as per section 6.1 j) Form of letter of authorities" provided as Attachment 1 k) Performance Statement" as per Attachment No. 2B & 2C respectively l) undertaking regarding carrying out satisfactory O & M Attachment 3&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 6.4.1 b) Necessary technical brochure / literature, duly highlighting the relevant features / specifications required by MPCB c) Proposed Support methodology for warranty period and post warranty

6.3 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 6.4.1

6.4 TECHNICAL BID: EVALUATION CRITERIA & PROCESS

The Bidder shall necessarily submit in Cover-1 of the Bid Document, the Technical Bid detailing his credentials for executing this project and the highlights of the 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 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, zero (0) marks will be assigned/awarded 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.

6.4.1 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	
a	Average Turnover (AT) of the organisation as on 31 st March '21 for the past three financial years			Certificate from CA
	AT < ₹.15.00 cr but ≥ ₹. 10.00 cr	2		
	AT < ₹.20.00 cr but ≥ ₹.15.00 cr	5		
	AT ≥ ₹. 35.00 crores	10		
3	Past Performance (Orders executed in last 5 years ending 31st March 2022)		35	
a	Order for supply, implementation and commissioning of Equipment having Order value ≥ 2.00 Crores	One (1) Mark Per Order		Copies of the orders executed in last 5 year ending 31/03/2022 Note: Bidder should submit proof of having supplied these equipment satisfactorily to CPCB, SPCB's and Govt. Research Institutes and working satisfactory for last 5 yrs
	To Govt organisation (state / central / UT / urban local bodies / PSUs)		15	
	To Private organisations		5	
b	Number of AMC orders having AMC ≥ 3 years	One (1) Mark Per Order		
	from Govt organisation (state / central / UT / urban local bodies / PSUs)		10	
	from private organization		5	
4	Certification		5	
a	Certification for the organisation			Copy of certificate valid as on date of bidding
	ISO 9000	1		
	ISO 14001	3		
b	Certification for the instrument			
	USEPA/Mcerts/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	

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

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

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

If in case, after technical evaluation, only one bidder is found to be responsive & eligible,

i.e. if the technical marks of only one bidder are more than or equal to 70, the Board will decide an acceptable price band based on the recent PO issued by SPCB/CPCB for similar product and open Price Bid of the only eligible bidder. If the price bid of the bidder falls within the price band specified by the Board, the bidder will be declared as the SUCCESSFUL BIDDER.

7 EVALUATION OF PRICE BID: COVER-2

7.1 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.

7.2 EVALUATION OF PRICE BIDS AND RANKING

The price bids of only technically successful bidders whose technical Bids have been awarded **70 or more** marks 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 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 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.

7.3 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.

7.4 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.

7.5 NOTIFICATION OF AWARD

MPCB will notify the successful bidder in writing that his bid has been accepted.

Within two calendar weeks of MPCB notifying the successful bidder of acceptance of his bid, the bidder will furnish a Performance Bank Guarantee of a nationalized bank for a value equivalent to 10% of the contract/work order value. Such PBG will be in force till 3 months past expiry of the AMC and O&M Period.

Upon the successful bidder's furnishing of PBG, MPCB issue a Work Order / Execute a Contract with detail terms and conditions.

8 PAYMENT TERMS

- 8.1. The Price Bid should be valid for a minimum period of 180 days from the last date of submission of bids
- 8.2. Upon receipt of LoA the Successful Bidder shall furnish a Performance Bank Guarantee for an amount equal to 10% of the Price Bid value (for foreign currency bids, the amount will be equivalent to amount converted to the Indian Rupee)
- 8.3. 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 Contractor 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 MPCB along with the Performance security.

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

Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of Invoice along with acceptance certificate 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 contractor within thirty (30) days after the date of the acceptance certificate issued by MPCB and subject to submission of performance security.
- (iii) All payments will be made vide a crossed cheque/NEFT/RTGS of a nationalized bank.

(c) For AMC and O & M in Indian Rupees:

- (i) The price quoted by the successful bidder for AMC and O & M is for Five years.
- (ii) The five year price will be divided in 20 equal quarterly amounts.
- (iii) The quarterly amount calculated as per (ii) above will be paid in arrears at the end of each of the 20 quarters.

NOTE: No advance payments are allowed under any circumstances.

9 LIQUIDITY DAMAGES AND PENALTY:

1) Delivery of equipments

For any delay in delivery beyond THREE(3) months from the date LoA / Work Order, MPCB 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, 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 Work Order the EMD, Implementation/ performance Security will be liable for forfeiture.

2) Installation, demonstration & training

The contractor is required to supply 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 which MPCB 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.

10 INDEMNIFICATION

The contractor 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 contractor, 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 Contractor,
- 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 are deployed by the contractor, under this Work order,
- f) Breach of confidentiality obligations of the contractor.
- g) Gross negligence or gross misconduct solely attributable to the contractor and their employees for the purpose of any or all of the obligations under this Work Order.

The contractor 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 contractor in writing immediately on being aware of such claim, and the contractor has sole control of defense and all related settlement negotiations.

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

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

- a) Non-compliance of the contractor with Laws / Governmental Requirements.
- b) Intellectual Property infringement or misappropriation.
- c) Negligence and misconduct of the contractor.
- 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 contractor 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 contractor in writing as soon as practicable when MPCB becomes aware of the claim however,

- a) The contractor has sole control of the defense and all related settlement negotiations
- b) MPCB provides the contractor 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 contractor, 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.

11 PATENT INDEMNITY

- a) The Contractor 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 Contractor 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 contractor a notice thereof and the contractor may at its own cost & expense and in the name of MPCB, conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

12 CONTRACTOR'S LIABILITY

The selected contractor will be liable for all the deliverables.

The contractor'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.

13 INSPECTION

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

- a) After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the contractor's plant by the contractor, 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.
- c) MPCB reserves the options to be present at the contractor'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/s in the presence of contractor'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 contractor 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 contractor 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 contractor.
- g) Before the goods and equipments are taken over by the MPCB, the contractor shall supply operation and maintenance manuals together with Drawings of the goods and equipments built. These shall be in such details as will enable MPCB 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 complete for the purposes of taking over until such Manuals and Drawing have been supplied to MPCB.
- j) On successful completion of acceptance test, receipt of deliverables, etc. and after the MPCB is satisfied with the working of the equipment, a certificate an authorized representative of 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.

14 DELIVERY AND DOCUMENTS

- a) Delivery of the goods and completion and related services shall be made by the contractor 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 contractor are specified further in this RFP.

- b) The mode of transportation shall be same as 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.

15 DETAILS OF SHIPPING AND OTHER DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR

- a) For Goods manufactured within India

Within 24 hours of dispatch, the contractor shall notify MPCB 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 contractor'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 contractor shall notify MPCB 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 contractor'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;
- 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 contractor will be responsible for any consequent expenses.

16 TRANSPORTATION

- Contractor 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 contractor, and the related costs shall be included in the Price Bid.

17 PACKING

- a) The contractor 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.

18 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 contractor 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 equipment to be supplied will be insured by the contractor 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 contractor 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 contractor would be viewed seriously

and he shall be directly responsible for any loss sustained by the MPCB on the event of the delay.

19 WARRANTY

- a) The contractor 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 contractor further warrants that the Goods shall be free from defects arising from any act or omission of the contractor 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 warranty for a period of FIVE (5) years 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 contractor 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 5 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 contractor will have to arrange for all the testing equipment & tools required for performance testing & maintenance etc.
- j) The contractor 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.
- k) MPCB shall give notice to the contractor 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 contractor to inspect such defects.

- l) Upon receipt of such notice, the contractor 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, 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 contractor 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 contractor's risk and expense and without prejudice to any other rights which the MPCB may have against the contractor under the Work order.
- n) Goods requiring warranty replacements must be replaced on free of cost basis to MPCB.

20 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.

21 INSPECTIONS, TESTS AND TRAINING

- a) Bidder shall be responsible for demonstration wherever applicable and for after sales service during the warranty and thereafter.
- b) Demonstration to be arranged by the contractor free of cost and the same is to be done within ONE (1) month of the arrival of the equipment at site.
- c) The contractor 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 contractor in writing in a timely manner of the identity of any representatives retained for these purposes.
- e) The inspections and tests may be conducted on the premises of the contractor, at the point of delivery and/or at the Goods final destination. If conducted on the premises of the contractor, 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 contractor 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 contractor 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) Contractor should provide AMC (Annual Maintenance Contract) which shall include emergency call attending and routine calibration of the instrument. Rates for the AMC should be quoted separately.
- h) Should any inspected or tested goods fail to conform to the specifications, the MPCB may reject the goods and the contractor 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 contractor shall provide MPCB with a report of the results of any such test and/or inspection.
- k) The contractor shall provide training on Operation and Maintenance of the instruments to minimum of the two nos. of MPCB Personnel at the site of installation.

22 ASSIGNABILITY

The successful bidder or contractor 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 fit and proper. MPCB's decision to grant such consent or refusal to grant such consent shall be final.

23 EXTENSION OF TIME

- a) Delivery of the Goods and performance of the Services shall be made by the contractor in accordance with the time schedule (Annexure -6) specified by the MPCB.
- b) If at any time during execution of the work order, the contractor should encounter conditions impeding timely delivery of the Goods and performance of Services, the contractor shall promptly notify the MPCB in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the MPCB shall evaluate the situation and may, at its discretion, extend the contractor'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 contractor in the performance of its delivery obligations shall render the contractor 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.

24 CONFIDENTIALITY

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

25 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.

26 TERMINATION OF CONTRACT

- a) **For Convenience:** MPCB by written notice sent to the contractor 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 contractor’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 contractor, if the contractor becomes bankrupt or insolvent. In this event, termination will be without compensation to the contractor, 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 contractor fails to supply / install / Commission / provide support to the equipment supplied as per the provisions of RFP.

27 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.

28 LEGAL JURISDICTION

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

29 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(Annexure -6), 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://mahatenders.gov.in/nicgep/app>

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://mahatenders.gov.in/nicgep/app>

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

The Contractors participating first time for e-Tenders on Maha e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal.

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal:

<https://mahatenders.gov.in/nicgep/app?page=HelpForContractors&service=page>

Empanelment: The Contractors interested in participating in the Tenders of Maharashtra Pollution Control Board processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain Login ID and password.

The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk support team or enrolled directly on Web site
<https://mahatenders.gov.in/nicgep/app>

e-Tendering Tool Kit for Bidders:

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

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

Similarly, Bidders will have to pay Earnest Money Deposit by bank guarantee as per clause number 5.1. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

For any assistance on the use of Electronic Tendering System, the Users may call the

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

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

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

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

TENDER DOCUMENT PURCHASE AND DOWNLOAD:

The tender document is uploaded / released on Mahaetenders website <https://mahatenders.gov.in/nicgep/app?page=Home&service=page> Tender document and supporting documents may be purchased and downloaded from following link as above by making payment through Online Payment Modes i.e. Net Banking Only.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder proceed further for next stage resulting in his/her elimination from Online Bidding Process. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Subsequently, bid has to be prepared and submitted online ONLY as per the schedule. The Tender form will be available online only. Tender forms will not be sold / issued manually. The bidders are required to download the tender document within the prescribed 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.

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)

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

INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION

Bidders will have to pay Earnest Money Deposit by bank guarantee (Attachment 6) as per clause number 5.6 This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

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 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 prescribed schedule given for bid preparation.

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

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

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

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

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.

The list of documents for Technical Envelope is as follows:

Sr. No.	List of Documents	Compulsory / Additional
1	Covering Letter as per the format specified in EXHIBIT 1	Compulsory
2	Attested copy of Power of Attorney	Compulsory
3	Certificate of incorporation / Registration Service Tax registration certificate	Compulsory
4	Certificate from CA for compliance to section 6.	Compulsory
5	Proof of Purchase of RFP &EMD	Compulsory
6	Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 6.4.1	Compulsory
7	Technical Proposal as mentioned in section 3.3	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	Format for Certification of Country of Origin of Equipment as per EXHIBIT-5	Compulsory
12	Duly filled Technical Compliance form as per Annexure 2	Compulsory
13	Proof of address of offices as per section 6	Compulsory
14	Form of letter of authorities" provided as Attachment 1	Compulsory

15	Performance Statement” as per Attachment No. 2B & 2C respectively	Compulsory
16	undertaking regarding carrying out satisfactory O & M Attachment 3 & 4	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.

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.

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.

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.

Sr. No.	List of Documents	Compulsory / Additional
	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

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.

30 EXHIBIT-1

FORMAT OF THE COVERING LETTER

{To be uploaded in the Technical Bid-(Online)}

(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 – 400022**

Dear Sir,

Sub: Supply, Installation, Commissioning and Operation & Maintenance Services of MCAAQMS

Please find enclosed our Bid for “Selection of Supplier for Supply, installation, Commissioning and Operation & Maintenance services of Mobile Monitoring Vans for Calibration of Sensors and Ozone monitoring 7 nos for the Maharashtra Pollution Control Board” 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:

31 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: Supply, Installation, Commissioning and Operation & Maintenance Services of MCAAQMS

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

The cost of the supply and providing Maintenance support for Mobile Monitoring Van and Instrumentation; for ONE (1) year 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:

32 EXHIBIT – 3

MANUFACTURER’S AUTHORISATION FORM
{To be uploaded in the Technical Bid-(Online)}

(This letter of authority must be on the letterhead from each 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: Supply, Installation, Commissioning and Operation & Maintenance Services of MCAAQMS

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 .:

33 EXHIBIT – 4

MANUFACTURER'S DECLARATION ABOUT TECHNICAL COMPLAINE

{To be uploaded in the Technical Bid-(Online)}

(This declaration must be on the letterhead of each 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.>
Supply, Installation, Commissioning and Operation & Maintenance Services of MCAAQMS

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 :.

34 EXHIBIT – 5

FORMAT FOR CERTIFICATE OF COUNTRY OF ORIGIN OF EQUIPMENT

{To be uploaded in the Technical Bid-(Online)}

(This declaration must be on the letterhead of each 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.> **Supply, Installation, Commissioning and Operation & Maintenance Services of MCAAQMS**

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 :.

35 ANNEXURE – 1

LOCATION FOR INSTALLATION

The equipment's should be supplied / Delivered, installed, commissioned, and maintained at following locations.

Sr	Office	Address
1	MPCB Head Office	Maharashtra Pollution Control Board, Kalpataru Point, 3rd and 4th floor, Opp. PVR Cinema, Sion Circle, Mumbai-400 022.

TECHNICAL SPECIFICATIONS

Instrument Name: PM 10, PM 2.5 & O3 Analysers

The minimum technical specification requirements for the **PM 10, PM 2.5 & O3 Analysers** to be installed in Mobile Vans per **CPCB's Technical Specifications for Continuous Ambient Air Quality Monitoring (CAAQMS) Station (Real Time) dated July, 2019 (Also available on CPCB website)**. However, the actual technical proposal can have higher or better technical specification and performance parameters and the minimum specifications proposed should not be taken as a constraint on the upper side.

The technical specifications given in the above document include brief requirements and Technical Evaluation Committee will consider technical proposals having similar / better specifications. The technologies applied for the analyzers must however conform to the National Ambient Air Quality Standard, 2009 notification published by the Government of India in November 2009.

The analyzers should be approved by USEPA/TUV/Mcert

CONTINUOUS PM10 MONITORING ANALYSER (β -RAY ATTENUATION) (Qty 5 Nos.)

Based on the principle of β -ray attenuation, particulate sampled through the instrument and collected on fiberglass filter tape. Before and after sampling, β -ray radiation is measured by scintillation / G.M. counter. An internal microprocessor handles all sequences and automatically calculates the concentration of PM10.

01.	Principle	:	β -ray attenuation
02.	Particle Size Cut Off	:	0 - 10 Microns
03.	Measuring Range	:	0 - 1000 $\mu\text{g}/\text{m}^3$
04.	Resolution	:	1% of the measurement range
05.	Lower Detection Limit	:	< 4.8 $\mu\text{g}/\text{m}^3$ (1 hour)
06.	Detector	:	Plastic Scintillator / GM Counter / Silicon-Semiconductor base
07.	Air Flow Rate	:	16.7 Liters / minute
08.	Filter Material	:	Glass Fiber Filter
09.	Display	:	LED / LCD
10.	Sampling Head	:	Dynamic heated sampling line with proper outer insulation for measurement of PM ₁₀ , with adjustable temperature 20 - 70 °C
11.	Calibration	:	Reference membrane facility should be provided for calibration of analyzer.
12.	Compatibility	:	Analyzer should be compatible with protocols of DAS system to be used in station.
13.	Analog Output	:	0 - 1 V, 0 - 10 V, 2 - 20 mA / 4 - 20 mA
14.	Digital Output	:	Multi drop RS 232 port USB port /TCP/IP

			/Ethernet
15.	Roll Length	:	Minimum 20 meters
16.	Measurement cycle time	:	1 hour
17.	Approval	:	USEPA/TUV approved Analyzer

**CONTINUOUS PM2.5 MONITORING ANALYSER (β -RAY ATTENUATION)
(Qty 5 Nos.)**

Based on the principle of β -ray attenuation, particulate sampled through the instrument and collected on fiberglass filter tape. Before and after, sampling β -ray radiation is measured by scintillation / G.M. counter. An internal microprocessor handles all sequences and automatically calculates the concentration of PM2.5.

01.	Principle	:	β -ray attenuation
02.	Particle Size Cut Off	:	0 – 2.5 Microns
03.	Measuring Range	:	0 – 1000 $\mu\text{g}/\text{m}^3$
04.	Resolution	:	1% of the measurement range
05.	Lower Detection Limit	:	< 4.8 $\mu\text{g}/\text{m}^3$ (1 hour)
06.	Detector	:	Plastic Scintillator / GM Counter / Silicon- Semiconductor base
07.	Air Flow Rate	:	16.7 Liters / minute
08.	Filter Material	:	Glass Fiber Filter
09.	Display	:	LED / LCD
10.	Sampling Head	:	Dynamic heated sampling line with proper outer insulation for measurement of PM _{2.5} with adjustable temperature 20 – 70 °C
11.	Calibration	:	Reference membrane facility should be provided for multipoint calibration of analyzer.
12.	Compatibility	:	Analyzer should be compatible with protocols of DAS system to be used in station.
13.	Roll Length	:	Minimum 20 meters
14.	Analog Output	:	0 – 1 V, 0 – 10 V, 2 – 20 mA / 4 – 20 mA
15.	Digital Output	:	Multi drop RS 232 port ,USB port /TCP/IP ,Ethernet
16.	Measurement Cycle Time	:	1 hour
17.	Approval	:	USEPA/TUV approved Analyzer

Note: A distance of around 1.5 meter should be maintained between two sampling heads of PM2.5 and PM10samplers.

AMBIENT OZONE (O3) ANALYSER(Qty 2 Nos.)

01.	Principle	:	UV Photometric / Chemiluminescence
02.	Measurement	:	O3 in Ambient Air
03.	Display	:	Digital
04.	Range	:	Auto ranging 0 - 500 ppb
05.	Lower Detectable Limit	:	1.0 ppb
06.	Noise level	:	± 0.5 ppb
07.	Zero Drift	:	< ½% per month
08.	Span Drift	:	< 1% per month
09.	Linearity	:	Continuous + 1%
10.	Response Time	:	30 seconds or less
11.	Calibration	:	With built in Zero and span generator and also see Multi-calibration system
12.	Analog Output	:	0 – 1 V, 0 – 10 V, 2 – 20 mA / 4 – 20 mA
13.	Digital Output	:	Multiple drop RS 232 port, USB port /TCP/IP ,Ethernet

MULTI POINT GAS CALIBRATION SYSTEM:

1. The Gas Calibration System should be capable to do the following:
 - (i) Multipoint calibration using automatic dilution system for the calibration of SO₂, NO, CO, NH₃ and BTEX analyser.
 - (ii) Auto calibration (user selectable).
 - (iii) Generate zero air of 99.9% purity (High Performance Zero Air Generator to be provided).
 - (iv) Having facility for O₃ Generator for stable and repeatability calibration.
 - (v) Gas Phase Titration (GPT) with O₃ generator having 100% converter efficiency for conversion of NO to NO₂.
 - (vi) Calibration using permeation tubes for which at least two chambers based Permeation system has to be provided.
 - (vii) The Permeation System should be capable to accept permeation tubes up to 6 cm in length and 2cm in diameter with user selectable temperature setting of 40 OC and 50 OC.
2. System should be 19" rack mountable.
3. System should be DAS compatible for remote calibration from Central Server.
4. The system should also have facility for multipoint calibration of Ozone analyzer.

NOTE: Measurement shall be done only as per stipulated method mentioned in NAAQS-2009 (Gazette Notification) & No deviation shall be permitted at any point of time. Site specific parameters from above can be chosen.

SPECIFICATION OF THE VEHICLE:

Technical Specifications of Body Fabrication of Mobile AAQMS Van	
Vehicle Interior	Internal system to work as environment lab. Hinged door for driver and co-driver, rear side two flap full opening doors with glass window. Glass window & frames as per original shape of Chassis, glasses of lab compartment shall be tinted half of the height with provision of curtains. Driver compartment - partition between driver compartment and lab
Flooring	Flooring Aluminium alloy checkered plate 10/12 mm thick to be screwed with floor frame counter sunk screws finished with vinyl sheet/ Prebuilt Vehicle body equivalent to Inbuilt Vehicle AC vehicle
Insulation	All walls and roof shall be properly insulated
	External - G.I. sheets of 18 SWG Roof - G.I. sheets of 20 SWG Internal - Pre coated sheets of 22 SWG Aluminum extruded beading of suitable width (3 mm thick) will be provided OR Prebuilt Vehicle body equivalent to Inbuilt Vehicle AC vehicle
Air conditioning	Portable Air Conditioning unit of 1 Ton Capacity / Inbuilt Vehicle AC will be considered
Ventilator	One ventilator, in the roof above the 19"-racks for fresh air
Other specifications	Van will be fabricated as per standard fabrication practice and specifications confirming to all India Motors Vehicles Act. Provision of standard fitments such as first aid box, Fire extinguishers, stepney, cradle, footsteps, toolbox, side view mirrors etc. Fire extinguishers fixed to the separating wall next to the workbench/ Prebuilt Vehicle body equivalent to Inbuilt Vehicle AC vehicle
Painting	The interior and exterior body of van will be painted first by a coat of antirust paint and further applied with white color good quality paint ICI / Dulux / DUCO /Asian paint- as per colour shades and Design approved by MPCB.
Suspension	Compulsory Air / Pneumatic suspension
Generator	Suitable Generators of at least 5KVA to be provided (01 Nos.) for powering the instruments and for AC OR Power Bank sufficient for 24 hrs analyzer & AC operations
Power Cable Drum	100 mtrs- branded one for each generator
On Line UPS	One (1) number of 5 KVA rating and with minimum 4 hours battery backup

37 ANNEXURE –3

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 authorized person of the Manufacturer / OEM)

CONTINUOUS PM10 MONITORING ANALYSER (β -RAY ATTENUATION) (Qty 5 Nos.)

	Feature		Mandatory Specifications	Compliance Y/N	Deviation
01.	Principle	:	β -ray attenuation		
02.	Particle Size Cut Off	:	0 - 10 Microns		
03.	Measuring Range	:	0 - 1000 $\mu\text{g}/\text{m}^3$		
04.	Resolution	:	1% of the measurement range		
05.	Lower Detection Limit	:	< 4.8 $\mu\text{g}/\text{m}^3$ (1 hour)		
06.	Detector	:	Plastic Scintillator / GM Counter / Silicon-Semiconductor base		
07.	Air Flow Rate	:	16.7 Liters / minute		
08.	Filter Material	:	Glass Fiber Filter		
09.	Display	:	LED / LCD		
10.	Sampling Head	:	Dynamic heated sampling line with proper outer insulation for measurement of PM ₁₀ , with adjustable temperature 20 - 70 °C		
11.	Calibration	:	Reference membrane facility should be provided for calibration of analyzer.		
12.	Compatibility	:	Analyzer should be compatible with protocols of DAS system to be used in station.		
13.	Analog Output	:	0 - 1 V, 0 - 10 V, 2 - 20 mA / 4 - 20 mA		
14.	Digital Output	:	Multi drop RS 232 port USB port /TCP/IP /Ethernet		
15.	Roll Length	:	Minimum 20 meters		
16.	Measurement	:	1 hour		

	cycle time			
17.	Approval	:	USEPA/TUV approved Analyzer	

**CONTINUOUS PM2.5 MONITORING ANALYSER (β-RAY ATTENUATION)
(Qty 5 Nos.)**

	Feature		Mandatory Specifications	Compliance Y/N	Deviation
01.	Principle	:	β-ray attenuation		
02.	Particle Size Cut Off	:	0 – 2.5 Microns		
03.	Measuring Range	:	0 – 1000 µg/m ³		
04.	Resolution	:	1% of the measurement range		
05.	Lower Detection Limit	:	< 4.8 µg/m ³ (1 hour)		
06.	Detector	:	Plastic Scintillator / GM Counter / Silicon- Semiconductor base		
07.	Air Flow Rate	:	16.7 Liters / minute		
08.	Filter Material	:	Glass Fiber Filter		
09.	Display	:	LED / LCD		
10.	Sampling Head	:	Dynamic heated sampling line with proper outer insulation for measurement of PM _{2.5} with adjustable temperature 20 – 70 °C		
11.	Calibration	:	Reference membrane facility should be provided for multipoint calibration of analyzer.		
12.	Compatibility	:	Analyzer should be compatible with protocols of DAS system to be used in station.		
13.	Roll Length	:	Minimum 20 meters		
14.	Analog Output	:	0 – 1 V, 0 – 10 V, 2 – 20 mA / 4 – 20 mA		
15.	Digital Output	:	Multi drop RS 232 port ,USB port /TCP/IP ,Ethernet		
16.	Measurement Cycle Time	:	1 hour		
17.	Approval	:	USEPA/TUV approved Analyzer		

AMBIENT OZONE (O₃) ANALYSER(Qty 2 Nos.)

	Feature		Mandatory Specifications	Compliance Y/N	Deviation
01.	Principle	:	UV Photometric / Chemiluminescence		
02.	Measurement	:	O ₃ in Ambient Air		
03.	Display	:	Digital		

04.	Range	:	Auto ranging 0 - 500 ppb		
05.	Lower Detectable Limit	:	1.0 ppb		
06.	Noise level	:	± 0.5 ppb		
07.	Zero Drift	:	< 1/2% per month		
08.	Span Drift	:	< 1% per month		
09.	Linearity	:	Continuous + 1%		
10.	Response Time	:	30 seconds or less		
11.	Calibration	:	With built in Zero and span generator and also see Multi-calibration section (Sl. No. 7)		
12.	Analog Output	:	0 - 1 V, 0 - 10 V, 2 - 20 mA / 4 - 20 mA		
13.	Digital Output	:	Multiple drop RS 232 port, USB port /TCP/IP ,Ethernet		

38 ANNEXURE – 4

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 (C1) 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.

Note: ONLY THE PRICES MENTIONED IN THE PRICE BID FORMAT WILL BE CONSIDERED FOR BID EVALUATION

WARRANTY will start from the date of successful commissioning and will be valid for ONE (1) yr.

AMC will be start form date of expiry of warranty and will be valid for FIVE (5) calendar years. AMC 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 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 and behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

Date

PRICE BID FORMAT										
Sr. No.	Equipment Description	Qty.	Equipment Supply Price			5 years AMC and O & M Price			Unit Price	Total Price
			Basic Price	Taxes	Unit Price	Basic Price	Taxes	Unit Price		
		(Q)	In figures(A)	(B)	(C=A+B)	In figures(D)	(E)	(F=D+E)	(G=C+F)	T=(Q x G)
1	CAAQMS Analyser for O3	2								
2	Complete set of Multi-point gas calibration system for calibration of O3 analyser	2								
3	Continuous Automatic Air Quality Monitoring Analysers for Beta Gauge or β-RAY ATTENUATION PM2.5 and PM10 Monitors	5								
4	Arrangements like Thermally Stable Housing (Body Built up) for installation of CAAQM Analysers with Internal fitting, Instruments racks, Electrical and Fittings, Tools (electrical and mechanical), Portable A/C of 1 Ton Capacity, 5 KVA Generator with power cable drum for 100 mtr along with 5 KVA Online UPS with 4 hours backup etc.	7								
GRAND PRICE IN Rs.										
GRAND PRICE IN Rs. (WORDS)										

39 ANNEXURE – 5

DETAILS FOR E-TENDER PROCEDURE

NOTICE DETAILS

Tender Reference no.	MPCB/JD(APC)/Mobile Calibration Van/2022-23
Name of Work / Item	Selection of Supplier for Supply, installation, Commissioning and Operation & Maintenance services of Mobile Monitoring Vans for Calibration of Sensors and Ozone monitoring 7 nos for the Maharashtra Pollution Control Board
Cost of blank tender document & Mode of Payment	₹.5,000/- (Rupees Five Thousand Only) (Non Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card
EMD Amount & Mode of Payment	₹.10,00,000.00/- (Rupees Ten Lakhs Only) through Online Payment Modes i.e., Net Banking, Debit Card, Credit Card and NEFT/RTGS or as provided by the E-Tender website during Bid Preparation Stage.
Date ,Time and Place of Pre Bid Meeting	13/07/2022 @ 11:30 Hrs at MPCB Conference Hall, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8, Opp. Sion Circle. Sion (E), Mumbai-400 022 or Through Online (Link will be provided at MPCBs Website)
Venue of online opening of tender	MPCB Conference Hall, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Address for Communication	Member Secretary MPC Board, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Contact Telephone & Fax Numbers	Tel.No. - 022- 240 87 295, 022- 240 10437 Fax - 022- 240 87 295 Email - jdair@mpcb.gov.in

40 ANNEXURE – 6

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	Release of E-tender	Department	07/07/2022	-	-	
2	E-tender Download	Bidders	07/07/2022	11.00	21/07/2022	11:00
3	Request for Clarification to MPCB		07/07/2022	11.00	12/07/2022	17.00
4	Pre-Bid Meeting	Department and Bidders	13/07/2022 @ 11:30			
5	Bid Submission start Date	Bidders	07/07/2022	11.00	21/07/2022	11:00
6	Envelope Opening Date (Technical Bid)	Department	22/07/2022	11:30	-	-
7	Date of presentation and Envelope Opening Date (Price Bid)	Department	To be announced later			

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

41 Attachment 1

FORM OF LETTER OF AUTHORITY

To,
The Member Secretary,
Maharashtra Pollution Control Board, Kalpataru Point, 3rd Floor, opp. Cine Planet, Near
Sion Circle, Sion (East), Mumbai – 400 022.

Name of Manufacturer

Subject: -Letter of Authority from Manufacturer Dear Sirs,

We, (Name of Manufacturer), a manufacturer duly organized and existing under the law of (Country Name) with its principal office of business as (Address) hereby make, constitute and appoint (name of Bidder), a company duly organized and existing under the laws of (Country Name) with its principal office of business at (Address) to be our true and lawful attorney in fact to do the following sets and deeds:

To present and bind us in the for Selection of Supplier for Supply, installation, Commissioning and Operation & Maintenance services of Mobile Monitoring Vans for Calibration of Sensors (5 Nos) and Ozone monitoring (2 nos) for the Maharashtra Pollution Control Board at in the State of India, regarding the Supply and installation of the following equipment proposed in the bid which we manufacture or produce.

Item No.	Name of Equipment

We, as a manufacturer bind ourselves as co-worker of the bid and are jointly and severally responsible for the compliance of the said bid and once (Name of Bidder) has been selected as a successful bidder, we shall manufacture, delivery and install the equipment in accordance with the terms and conditions of contract with (Name of Bidder) and the State Pollution Control Board.

We hereby give and grant to the said (Name of Bidder) full power and authority to do and perform all and every act and thing whatsoever, requisite necessary and proper to be done in the premises, as fully, to all intents and purposes as we might or could do with full power of submission and renovation hereby ratifying and conforming all that (Name of Bidder) or its duly authorized representative shall lawfully do or cause to do done by virtue hereof.

IN WITNESS WHEREOF, we have hereto signed this document on -----

ACCEPTED ON-----, 2021

NAME OF BIDDER, MANUFACTURER

NAME OF ISSUING AUTHORITY

(Name of duly authorized Representative
to sign and signature)

(Name of duly authorized Representative
to sign and signature)

(Rank of position and department)

(Rank of position and department)

42 Attachment 2 A

PROFORMA FOR FINANCIAL CAPABILITY OF BIDDER
(for a period of last three years)

Bid No. -----Package Code -----Date of Opening -----
Time Name of the Bidder

Year	Currency	Turnover
2019-2020 financial year		
2020-2021 financial year		
2021-2022 financial year		
Average		

Note:

- 1. The annual turnover amount is to be supported by annual report.**
- 2. Enclose supporting document such as audited balance sheet/CA Certificate.**

Signature of the Authorized Representative

Name of the Person

Position

43 Attachment 2 B

PROFORMA FOR PERFORMANCE STATEMENT FOR MANUFACTURER

(for a period of last five years)

Bid No. _____ Name of Equipment _____

Date of Opening _____ Time _____

Name of the Manufacturer _____

Order placed by (full address of Purchaser)	Order No. & Date	Description of ordered equipment (Model no.)	Quantity supplied	Value of order	Date of commissioning and handing over	Has the equipment been satisfactory Functioning? (Attach certificates from the Purchaser/ Consignee for each equipment)
1	2	3	4	5	6	7

NOTE: Bidder to furnish above detail for each equipment of the quoted package on separate sheet.

Signature of the Authorized Representative
 Name of the Person
 Position

44 Attachment 2 C

**PROFORMA FOR PERFORMANCE STATEMENT FOR
 BIDDER (O&M OPERATOR) AS AUTHORIZED
 REPRESENTATIVE OF THE MANUFACTURER**

(for a period of last five years)

Bid No. _____ Name of Equipment _____

Date of Opening _____ Time _____

Name of the Manufacturer _____

Order placed by (full address of Purchaser)	Order No. & Date	Description of ordered equipment (Model no.)	Quantity supplied	Value of order	Date of Commission in g and handing over	Has the equipment been satisfactory Functioning. (Attach certificates from the Purchaser/ Consignee for each equipment)
1	2	3	4	5	6	7

NOTE : Bidder to furnish above detail for each equipment of the quoted package on separate sheet.

Signature of the Authorized Representative
 Name of the Person
 Position

45 Attachment 3

<Letterhead of the O&M Partner>

FORM OF CERTIFICATE OF CARRYING OUT O&M OF MCAAQMV's BY THE O&M PARTNER IN INDIA

Date:

**To,
The Member Secretary,
Maharashtra Pollution Control Board, Kalpataru Point, 3rd Floor,
opp. Cine Planet, Near Sion Circle, Sion (East), Mumbai – 400 022.**

**Sub:-Certificate of carrying out O&M of MCAAQMV's by the O&M partner in
India.**

This is to certify that we <Name of O&M Partner> hereby agree to carry out day to day Operation and maintenance of the one (1) MCAAQMV installed and commissioned by <Name of the main bidder> for minimum of five years from the date of installation & commissioning of the MCAAQMV at the rates quoted by <Name of the main bidder> against this tender, strictly in accordance with terms & conditions contained in this bid document.

Signature:

Name of Person:

Position:

Name of O&M Partner:

Name Seal of O&M Partner:

Legal Address of O&M Partner in India:

Counter-signed by main bidder Name of Person:

Position:

Name of the Bidder:

Office Seal of Bidder:

Legal Address of Bidder:

46 Attachment 4

CAPABILITY & EXPERIENCE OF O&M PARTNER

Name and address of the O & M Partner in India (if applicable):

Sl. No.	Name of the O&M Personnel proposed to be deployed	Educational Qualification	Experience in no. of years in carrying out O&M of MCAAQMV.	Detail curriculum Vitae Attached (YES / NO)

47 Attachment 5

INDEMNITY BOND FOR HANDING OVER MOBILE CONTINUOUS AMBIENT AIR QUALITY MONITORING VANS INCLUDING ALL EQUIPMENT TO THE O&M CONTRACTOR

This Indemnity Bond is made this Day of 202..... By... a Company registered under the Companies Act, 1956/Partnership firm / Proprietary concern having its registered office at(hereinafter called as "Contractor" or "obligator" which expression shall include its successors and permitted assigns) in favour of **MAHARASHTRA POLLUTION CONTROL BOARD** with Office at Mumbai, which term shall include permitted assigns and successors, (hereinafter called "MPCB" which expression shall include its successors and assigns).

Whereas MPCB has awarded to the Contractor, a contract for O&M of the one no. Mobile Continuous Ambient Air Quality Monitoring Vans (MCAAQMV) located at -----, vide its Letter of Intent /Award Letter /Contract No..... dated (hereinafter called the "Contract"), in the terms of which Contractor shall be responsible for the Equipment to be handed over to it by MPCB for the purpose of performance of the Contract (hereinafter called the "Equipment").

Now, therefore this Indemnity Bond witnessed as follows:

1. That in consideration of various Equipment as mentioned in the Contract, valued at Rs.--- (Rupees.....) to be handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep MPCB indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment's as per details in the Schedule appended hereto.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe custody of the Equipment at Mobile Continuous Ambient Air Quality Monitoring Vans (MCAAQMV) belonging to MPCB against all risks whatsoever till the Equipment are duly used in accordance with all terms of the Contract. The Contractor undertakes to keep MPCB harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/ execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipments shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a applicable law breach of trust on the part of the Contractor for all intents and purposes including legal / penal consequences.
4. That MPCB is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by Project-in-Charge MPCB shall always be free at all time to take possession of the Equipments in whatever form the equipments may be. If in its opinion, the equipments are likely to be endangered, mis utilised or converted to uses other than those specified in the Contract, by any act of omission or commission on the part of the Contractor; he finds itself and undertakes to comply with the direction or demand of MPCB to return the Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever then the Contractor hereby agrees that the decision of the Project-in-Charge of MPCB as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and / or damaged Equipment at its own or remedy that may be available to MPCB against the Contractor under the Contract and under this Indemnity Bond.
6. Now the condition of this Bond is that if the Contractor shall duly and punctually complies with the terms and conditions of this bond to the satisfaction of MPCB, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

In witness whereof, the Contractor has here unto set its hand through its authorized representative under the common seal of the company, the day month and year first above mentioned.

48 Attachment 6

FORM OF BANK GUARANTEE

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No.-----

Ref. No.:-

To,

The Member Secretary,
Maharashtra Pollution Control Board, Kalpataru Point, 3rd Floor,
opp. Cine Planet, Near Sion Circle, Sion (East), Mumbai – 400 022.

Dear Sirs,

WHEREAS ----- (hereinafter called “the Bidder”) has submitted its bid dated----- for Supply, Installation And Commissioning And Operation & Maintenance Services Of Mobile Continuous Ambient Air Quality Monitoring Van (MCAAQMV) for MAHARASHTRA POLLUTION CONTROL BOARD at Mumbai (hereinafter called “The Bid”) KNOW ALL MEN by these present that WE----- of having our registered office at ----- (hereinafter called “The Bank”) are bound unto MAHARASHTRA POLLUTION CONTROL BOARD, India (hereinafter called “The Board”) in the sum of -----(amount as per bid document in Indian Rs. Or US \$, both in words and figures), for which payment well and assign, by these presents. Sealed with the common seal of the bank this-----day ----- of 2021.

THE CONDITIONS of this obligation are:

1. If a Bidder withdraws / modifies its Bid during the period of Bid validity specified in Sub-clause 4.6 hereunder;

Or

2. If the bidder having been notified of the acceptance of its bids by the Board during the period of bid validity:

a. fails or refuses to execute the Contract Form, when requested ; or

b. fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

Or

3. In case bidder refuses to withdraw, without any cost to the Owner, those deviations, which the bidder did not state in the Deviation Schedules.

We undertake to pay to the Board up to the above amount, according to, and upon receipt of, its first written demand, without the Board having to substantiate its demand, provide that in its demand the Board will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three above stated conditions, specifying the occurred condition or conditions.

[NAME OF BANK]

By (Title)

Authorized Representative

(Signature of Witness)

Name of Witness

Address of Witness