



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

**Request for Proposal
for
Empanelment of Agencies for Conducting Third Party
Audit Services for Sewage Treatment Plants (STPs)
located in Maharashtra**

RFP Reference No: MPCB/ JD(WPC)/ RE-3rdPARTYSTPAUDIT/250430-FTS-0050/2025-26

Date of Issue: 01/05/2025

Tender Fee: ₹ 23,600/- (Rupees Twenty-Three Thousand and Six Hundred only)

ISSUED BY:

THE MEMBER SECRETARY,
MAHARASHTRA POLLUTION CONTROL BOARD,
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Disclaimer

This Request for Proposal (RFP) for **“Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) located in Maharashtra”** (hereinafter referred to as **“Project”**) is issued by Maharashtra Pollution Control Board (MPCB).

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

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

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

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

Abbreviations

Abbreviation	Description
AoA	Article of Association
BOD	Biochemical Oxygen Demand
CETP	Common Effluent Treatment Plant
COD	Chemical Oxygen Demand
DO	Dissolved Oxygen
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GOM	Government of Maharashtra
GST	Goods and Services Tax
HRT	Hydraulic Retention Time
KPI	Key Performance Indicator
LLP	Limited Liability Partnership
LOE	Letter of Empanelment
LoA	Letter of Acceptance
mg/l	Milligram/Liter
MOA	Memorandum of Association
MoEFCC	Ministry of Environment, Forest and Climate Change of India
MPCB	Maharashtra Pollution Control Board
NDA	Non-Disclosure Agreement
NEFT	National Electronic Fund Transfer
NGT	National Green Tribunal
NH ₄ -N	Ammoniacal Nitrogen
NIC	National Informatics Centre
N-Total	Total Nitrogen
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PDF	Portable Document Format
pH	Potential of Hydrogen
PO ₄ -P	Orthophosphate
PSU	Public Sector Undertaking
QA	Quality Assurance
QC	Quality control
RFP	Request for Proposal
SME	Subject Matter Expert
SOR	Surface Overflow Rate
SPOC	Single Point of Contact
SSP	Selected Service Provider
STP	Sewage Treatment Plant
TCS	Tax Collected at Source
TCV	Total Contract Value
TDS	Tax Deducted at Source

Abbreviation	Description
TDS	Total Dissolved Solids
TEC	Tender Evaluation Committee
ULB	Urban Local Body
UT	Union Territory

Key Terms- Definition

Term	Definition
Associate	Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder.
Applicable Laws	Shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including governmental authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any governmental authority or any person acting under authority of any governmental authority or statutory authority including any notification issued by the Reserve Bank of India or of any governmental authorities, as may be in force or effect during the subsistence of the Bidding Documents.
Authorized Signatory/ Representative	Shall have the meaning as ascribed to it in Clause 2.15 of this RFP.
Authority	This means Maharashtra Pollution Control Board (MPCB).
Bid / Proposal	This means the documents in their entirety comprising of the Pre-Qualification and Technical Proposal and Financial Proposal, Clarifications to these, technical presentation / demo submitted by the Bidders, in response to this RFP, and accepted by MPCB.
Bidder(s)/Agency /Supplier	Eligible, reputed, qualified entities with strong technical and financial capabilities who shall engage in the business undertaking activities related to the environmental compliance like Environmental Impact Assessment, preparing Environmental Management Plan (EMP), Audit, Review and Monitoring activities related to STPs, Operation and Maintenance of STPs/ETPs/CETPs/WTPs, Environmental Audit, Water and Air quality assessment etc.
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision, and execution of Project.
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Conflict of Interest	Shall have the meaning as ascribed in Clause 2.2 of this RFP.
Contract/Agreement	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contract / Project Period	The time period for completion of the entire project scope of work starts from signing of contract till specific duration mentioned defined in the RFP.
Selected Bidder(s)/ Successful Bidder(s)/ Empanelled agency(ies)	This shall mean the Successful Bidder(s) whose tender has been accepted, and who has been authorized to participate in STP audit work mentioned in the RFP as Empanelled Agency(ies).
Control	Means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (Fifty per cent) of the voting shares of such person, and with respect to a person which is not

Term	Definition
	a company or corporation, the power to direct the management and policies of such person by operation of law.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the process of selection of Bidder to complete the bid process in MPCB.
Employer	This shall mean MPCB and is the party who will employ the Successful Bidder(s) to carry out the works through contractual engagement.
End of Contract	This refers to the time when the Contract Period has ended.
Letter of Empanelment ("LOE")	This refers to the letter issued by MPCB to the Successful Bidder(s)/ Empanelment Agency(ies) indicating its selection as the Bidder for undertaking the Audit activities.
Letter of Acceptance (LOA)	Letter of Empanelment in acknowledgement of receipt of the Letter of Empanelment by Successful Bidder(s) / Empaneled Agency(ies).
Non- compliance	Failure / refusal to comply with the terms and conditions of the proposal / Agreement.
Project	This refers to undertaking an audit of STPs across Maharashtra by the Empaneled Agency(ies).
RFP Portal	The web portal https://mahatenders.gov.in/ that is official portal for all details and submissions related to this RFP process.
RFP/ Tender	Refers to Request for Proposal containing the technical, functional, commercial, and operational specification and including all clarifications/addendums, explanations and amendments issued by MPCB in respect thereof.
Total Contract Value/ Contract Value	Value (Inclusive of all taxes, levies and duties) finally agreed between MPCB and the Bidder for the delivery of Services as mentioned in the RFP, which will be the maximum value payable to the Empaneled Agency(ies) for this Project.

NOTICE INVITING BIDS

RFP Ref. No: MPCB/ JD(WPC)/ RE-3rdPARTYSTPAUDIT/250430-FTS-0050/2025-26

Date: 01/05/2025

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **Empanelment with MPCB for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra**. MPCB intends to solicit technical and financial bids from prospective Bidders. The prospective Bidders may download the tender document from website <https://mahatenders.gov.in/> on or before date mentioned in the RFP.

The summary of details with regard to this invitation of bids and Tender Schedule are listed in the Table-1 below:

Sr. No.	Items	Description
1.	RFP Reference No.	MPCB/ JD(WPC)/ RE-3rdPARTYSTPAUDIT/ 250430-FTS-0050/2025-26
2.	Name of the Project	Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) located in Maharashtra
3.	Tender Publish	01/05/2025 11.00 IST
4.	RFP Document Download	Start Date: 02/05/2025 11.00 IST End Date: 22/05/2025 17:00 IST Please visit the below mentioned e-Tendering website https://mahatenders.gov.in/
5.	Last date of Bid Submission	22/05/2025 17:00 IST
6.	Pre-qualification Proposal Opening	23/05/2025 17.30 IST
7.	Financial Bid Opening	Will be declared after technical scrutiny.
8.	Last date of submission of Pre- Bid Queries in editable MS excel format	13/05/2025 18.00 IST
9.	Pre-Bid meeting	Pre-Bid Meeting 14/05/2025 12:00 IST Pre-Bid meeting to be attended physically as well as virtually. Virtually through MS Teams, details shall be shared at later stage.
10.	Pre-Bid queries for clarifications	All the queries should be received on or before through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>” . The queries should be submitted as per the format prescribed in

Sr. No.	Items	Description
		Annexure 17 Format of sending pre-bid queries The Pre-Bid queries to be sent to the Email ID: jdwater@mpcb.gov.in
11.	Address	Maharashtra Pollution Control Board, 3 rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: jdwater@mpcb.gov.in
12.	Tender Fee to be paid via Online Payment Gateway mode only.	₹ 23,600/- (Rupees Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable)
13.	Earnest Money Deposit (EMD)	₹ 10,00,000 /- (Rupees Ten lakhs only)
14.	Security Deposit / Performance Bank Guarantee (PBG)	10% of the contract value valid up to Three (03) months post end of STP audit contract. PBG should be submitted only from Nationalized / Scheduled banks.
15.	Signing of Contract	Within Thirty (30) days from date of issuance of Letter of Empanelment or as intimated by MPCB. If the agreement is not signed within the stated time frame, MPCB shall reserve the right to revoke the offer made, at the discretion of Hon'ble Member Secretary, MPCB.
16.	Bid Validity Period	One Hundred and Eighty (180) days from the date of opening of Stage 1 bid. To be extended as per MPCB's instructions.
17.	Contract Period	Three (03) years from the date of signing of the agreement and further extendable for Two (02) years based on the performance of the individual Empanelled Agency.
18.	Method of Selection	Least Cost Selection (L1 Basis)
Contact Details: The Member Secretary, Maharashtra Pollution Control Board, 3 rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: jdwater@mpcb.gov.in Website: https://MPCB.maharashtra.gov.in/		

Table -1

Notes:

1. For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in/>
2. Tender form fee payment of ₹ **23,600/- (Rupees Twenty-Three Thousand and Six Hundred only)** (inclusive of all taxes and non-refundable) by payment gateway online and should be credited into MPCB account by online payment gateway, otherwise Bidders cannot participate in e-tendering.
3. No brokers/intermediaries shall be entertained. The MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.
4. The complete bidding document shall be published on <https://mahatenders.gov.in/> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement / e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.
5. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying Agency such as Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
6. Bidders are also advised to refer "Bidders Manual Kit" available at <https://mahatenders.gov.in/> for further details about the e-tendering process.
7. Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions.
8. Prospective Bidders may visit MPCB Office for any further information/clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.
9. All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in/> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone number for any doubts/information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd. Next Tender (India) Pvt. Ltd. on 020-3018 7500.
10. Bidders should submit the documents related to tender online.
11. The electronic tendering system for MPCB will be available on separate sub-portal with URL <https://mahatenders.gov.in/> as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <https://mahatenders.gov.in/>
12. Detailed timetable for the various activities to be performed in e-tendering process by the renderer for quoting their offer is given in above table. Bidders should carefully note down the cut-off dates for the carrying out each e-tendering process/activity.
13. In the event MPCB will not be liable and responsible for any damage or expenses arising from any difficulty, error, imperfection, or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
14. The Bidders must follow the timetable of the e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
15. MPCB will not be responsible for any incomplete activity of e-tendering process of the renderer

due to technical errors / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.

16. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.

SECTION 1: LETTER OF INVITATION

1.1 Background

MPCB hereby invites Proposals from reputed, competent, and professional companies, who meet the minimum eligibility criteria as specified in this bidding document as **“Request for Proposal for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) located in Maharashtra”** detailed in this RFP document.

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

Some of the important functions of MPCB include:

1. Planning comprehensive program for the prevention, control or abatement of pollution and secure executions thereof
2. Collect and Disseminate information relating to pollution and the prevention, control or abatement thereof
3. Inspect sewage or trade effluent treatment and disposal facilities, and air pollution control systems and to review plans, specification or any other data relating to the treatment plants, disposal systems and air pollution control systems in connection with the consent granted
4. Supporting and encouraging the developments in the fields of pollution control, waste recycle reuse, eco-friendly practices etc.
5. Educate and guide the entrepreneurs in improving environment by suggesting appropriate pollution control technologies and techniques
6. Creation of public awareness about the clean and healthy environment and attending the public complaints regarding pollution

1.2 Purpose

MPCB hereby invites proposals from reputed, competent, and professional companies for a period of Three (03) years, who meet the minimum eligibility criteria as specified in this bidding document- **“Request for Proposal for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) located in Maharashtra”**. The Contract, post Three (03) years of empanelment, may be extended further for Two (02) years based on the performance of the Empaneled Agency(ies) and mutual agreement between MPCB and the Empaneled Agency(ies). This document provides information to enable the Bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in this RFP document.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 Consortium/ Joint Venture

Consortium / Joint Venture is not allowed within the scope of this RFP.

2.2 Conflict of Interest:

A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MPCB shall be entitled to forfeit and appropriate the EMD/Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by MPCB and not by way of penalty for, inter alia, the time, cost and effort of MPCB, including consideration of such Bidder’s Proposal (“the Damages”), without prejudice to any other right or remedy that may be available to MPCB under the Bidding Documents and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, in the circumstances below:

- a) A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same Selection Process under this RFP if they have a relationship with each other, directly or indirectly through a common company / entity, which puts them in a position to have access to information about or influence the Proposal of another Bidder; or
- b) The Bidder, its member or associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- c) A constituent of such Bidder is also a constituent of another Bidder in the Selection Process; or
- d) Such Bidder, its member or Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or associate thereof; or
- e) Such Bidder, its member or any Associate thereof has the same legal representative for purposes of this Proposal as any other Bidder; or
- f) Such Bidder, its member or any Associate thereof, has a relationship with another
- g) Bidder, or any Associate thereof, directly or through common third party/ parties, which puts either or both of them in a position to have access to each other’s information about, or to influence the Proposal of either or each other; or
- h) Such Bidder, its member or any Associate thereof has participated as a consultant to MPCB in the preparation of any Bidding Documents, design, or technical specifications of the Project.

2.3 Completeness of Response

- 1. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially

responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal forfeiture of the EMD.

2.4 Proposal Preparation Costs

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

2.5 Bidder Inquiries

Bidder shall e-mail their queries at the e-mail address mentioned in the **table-1** above, in the Excel format as mentioned in **Annexure 17 Format of sending pre-bid queries**. The response to the queries will be published on <https://mahatenders.gov.in/> No queries will be entertained thereafter. The response of MPCB shall become an integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses.

2.6 Amendment of RFP Document

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

2.7 Supplementary Information to the RFP

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

2.8 MPCB's right to terminate the process.

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

2.9 MPCB's Right to accept / reject any Bid

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

2.10 Earnest Money Deposit (EMD)

1. Bidders are required to submit an Earnest Money Deposit (EMD) online for an amount mentioned under the clause “NOTICE INVITING TENDER (NIT)” through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder’s EMD will be returned within Thirty (30) days from the date of finalization of the contract / tender. The EMD for the amount mentioned above, of the Empanelled Agencies would be returned upon the issue of Letter of Empanelment.
3. No interest will be paid by MPCB on the EMD amount, and it will be refunded to all Bidders (including the selected Bidder) without any accrued interest on it.
4. The Bid submitted without EMD mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - In case of a selected Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - If during the bid process, a Bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - If, during the bid process, any information is found false / fraudulent / malafide, and then MPCB shall reject the bid and, if necessary, initiate action.
 - The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

2.11 Authentication of Bid

1. The Proposal shall be submitted through Maha-Tender Website <https://mahatenders.gov.in/> The procedure for filing of e-tender is provided on the portal. For any queries or errors faced related to uploading and submission of Technical and Financial proposals, payment of Tender Fee and proof of the Bank Guarantee, as part of this RFP, the Bidder(s) may contact the e-portal's 24 x 7 helpdesk at toll free number as mentioned on the Maha-Tender Website. The Bidder(s) may kindly note that MPCB shall not be responsible for any delays or errors faced in submission of Proposals, processing payment of Tender fees and proof of the EMD, etc., at any stage of the Proposal submission process due to issues including but not limited to network outage and connectivity, technical errors, server downtime etc. on <https://mahatenders.gov.in/>
2. The Authorized person of the bidder who signs the bid shall obtain the authority letter (Power of Attorney) from the bidder, which shall be submitted along with the Bid. Bid shall be submitted on official letter head of company. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
3. Notarised / irrevocable Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted.

2.12 Language of Bids

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

2.13 Patent Claim

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

2.14 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

2.15 Preparation of Proposal

1. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. MPCB will evaluate only those Proposals that are received in the specified forms and complete in all respects.
2. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP.
3. The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP ("Technical Proposal"). No information related to Financial Proposal should be provided in the Technical Proposal. In such a case, MPCB will be entitled to reject the Proposal.
4. Any condition or qualification or any other stipulation contained in the Proposal submitted by the Bidder shall render the Proposal liable to rejection as a non-responsive Bid.
5. Non-compliance with the instructions and conditions contained in the RFP/ Addendum(a)/ Corrigendum(a) shall render the Proposal liable to be rejected. MPCB reserves the right to further debar/ blacklist the Bidder in consequence of non-compliance of any condition of the RFP/Corrigendum(a)/Addendum(a) that impacts the Selection Process in any manner.
6. The Proposals must be digitally signed by the Authorized Representative on each page of the Technical Proposal being submitted (the "**Authorized Representative**") as detailed below:
 - a. by a partner, in case of a Limited Liability Partnership / Partnership under 1932 Act; or
 - b. by a duly authorized person, in case of a Private and Public Limited Company or a Corporation.
7. Bidders should note the Proposal due date, as specified in Notice of Request for Proposal, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by MPCB, and the evaluation will be carried out only on the basis of documents received by the closing time of Proposal due date as specified in notice of RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily

- rejected. For the avoidance of doubt, MPCB reserves the right to seek clarifications in case the Proposal is non-responsive on any aspects.
8. Financial Proposal: While preparing the Financial Proposal, Bidders are expected to consider the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
 9. While submitting the Financial Proposal, the Bidder shall ensure the following:
 - a) Submit the Financial Proposal as per the instruction provided in this RFP.
 - b) The Bidder must not submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by MPCB.
 - c) The Financial Proposal shall only be submitted in soft copy through Maha Tender Website <https://mahatenders.gov.in/> in the Format as provided therein ("Financial Proposal") in a MS excel file clearly indicating the amount in both figures and words and up to Two (02) decimal points. For example, the amount shall be quoted as 10.12 instead of 10 or 10.1.
 - d) In case of any discrepancy between figures and words, in the Financial Proposal, the amount indicated in words shall prevail.
 - e) The Financial Proposal shall be furnished in ₹ (Indian Rupees) only.
 - f) The Financial Proposal needs to be filled in completeness based on the financial submission sheet and as per the details mentioned within the sheet.
 - g) The Financial Proposal should be a Proposal inclusive of all the costs including but not limited to all taxes associated with the Project. The Financial Proposal should clearly indicate the price that will be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. These shall cover manpower remuneration their statutory contributions, travel, lodging and boarding cost, cost of training of the staff, TA/DA, printing etc. The Financial Proposal shall consider all the expenses and tax liabilities and cost of insurance, levies, and other impositions applicable under the prevailing law including GST.
 - h) If there is a change in the applicable taxes, MPCB shall bear the cost of the same.
 - i) Rates quoted in the Financial Proposal must be firm and final and shall not be subject to any modifications, on any account whatsoever.
 - j) The total amount indicated in the Financial Proposal shall be without any condition or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and would be liable to be rejected.
 - k) NIL value quoted against any field in the Financial Proposal sheet shall lead to rejection of Proposal
 - l) Bidders are required to note that they should necessarily submit their Financial Proposal in the format provided and no other format is acceptable. If during or after the evaluation of the Financial Proposal, it is discovered that the Financial Proposal submitted by a Bidder has been modified in any unauthorized manner, the Proposal may be rejected. MPCB may first in exercise of its discretion seek clarifications from the Bidder on such an occurrence.

2.16 Bid Submission Instructions

Complete bidding process will be online (e-Tendering) in Two (02) stages. Submission of bids shall be in accordance with the instructions given in the Table below:

Stages	Particulars	Instructions
Stage 1	Pre-qualification Proposal	<p>The Pre-qualification proposal shall be prepared in accordance with the requirements specified in this RFP and the formats prescribed in the RFP. Each page of the pre-qualification proposal should be signed and stamped by the authorized signatory of the bidder. Pre-qualification proposal should be submitted through online e-tendering website only.</p> <p>Pre-Qualification Proposal shall comprise of the following:</p> <ol style="list-style-type: none"> Checklist for Pre-Qualification proposal along with Project Citation Pre-Qualification documents Bidder and Bidding Firm Details
	Technical Proposal	<p>The technical proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP. Each page of the technical proposal should be signed and stamped by the authorized signatory of the bidder. Technical Proposal should be submitted through an online e-tendering website only.</p> <p>The Technical Qualification proposal shall comprise of the following:</p> <ol style="list-style-type: none"> Checklist for Technical-Qualification Proposal Technical Qualification documents Project citation
Stage 2	Financial Proposal	<p>The financial proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP. Each page of the financial proposal should be signed and stamped by the authorized signatory of the bidder. Financial Proposal should be submitted through online e-tendering website only.</p> <p>In no way, the bidder shall indicate its Financial Offer in the Technical Proposal. In case it is found, MPCB shall summarily reject the proposal of the said bidder.</p>

Table-2

The following points shall be kept in mind for submission of bids:

1. MPCB shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid, and rejected.

2. The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
3. MPCB may seek clarifications from the Bidder on the Pre-Qualification / Technical proposal. Any of the clarifications by the Bidder on the Pre-Qualification / Technical proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the Technical proposal during the evaluation of the technical offer.
4. Financial Proposal shall not contain any technical information. Similarly, Technical proposal with any financial cost related information shall be summarily rejected and the bidder shall be disqualified from the tender process.
5. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.
6. Proposals sent by fax/post/courier shall be rejected.
7. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are uploaded on the portal well within time and MPCB shall not entertain any re- presentation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

2.17 Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before the deadline shall be till One Hundred Eighty (180) days from the date of opening of **Stage 1** bid.

2.18 Modification and Withdrawal of Proposals

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

2.19 Non-conforming Proposals

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

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

2.20 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he/she has carefully read and accepts all sections of this RFP, including all forms, schedules, annexure,

corrigendum, and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

2.21 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
2. MPCB reserves the rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in **Two stages**:
 - a. In **the first stage**, Tender fee, EMD, Pre-Qualification and Technical proposals along with document checklist shall be opened and evaluated as per the criteria mentioned in the RFP.
 - b. In **the second stage**, Financial Proposal of only those Bidders, whose all pre-proposals (Prequalification and technical qualification) qualify, shall be opened.
4. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
5. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MPCB will continue process and open the bids of all bidders.
6. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MPCB has the right to reject the bid after due diligence is done.

2.22 Failure to agree with the Terms & Conditions of the RFP

Failure of the selected Bidder to agree with the Terms & Conditions of the RFP shall constitute enough grounds for the annulment of the empanelment and forfeiture of security deposit, in which event MPCB may invite the next best bidder for negotiations / empanelment or may call for fresh RFP.

2.23 Non-Disclosure Agreement (NDA)

The selected Bidder(s) / Empanelled Agency(ies) shall have to individually sign the Non-Disclosure Agreement as per

Annexure 15 Non-Disclosure Agreement with MPCB.

2.24 Performance Bank Guarantee

1. Security Deposit / Performance Bank Guarantee is governed for services as follows:
 - a. The bidder shall carry out the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - b. The Earnest Money deposited at the time of bid submission would be given back to the selected Bidders after completion of empanelment process.
2. The selected Bidder(s) / Empanelled agency(ies) shall deposit the Performance Bank Guarantee as follows:
 - a. The Empanelled agencies shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised / Schedule Commercial Banks, of stated value and valid for the tenure mentioned in the RFP.
 - b. The Performance Bank Guarantee should be furnished within Fifteen (15) Days from the date of issue of Work Order to the successful bidder(s) / Empanelled agency(ies).
 - c. The Performance Guarantee shall be irrevocable and unconditional and shall be of a bank having its offices/branch in the city of Mumbai.
 - d. The Performance Bank Guarantee may be discharged / returned by MPCB upon being satisfied that there has been due performance of the obligations of the selected bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - a. Any amount imposed as a fine by MPCB for irregularities committed by the Empanelled Agency(ies) for the respective project assignment.
 - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the Empanelled agency(ies) or any of his/her/their agent/ employees or staff.
 - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d. Any other outstanding amount.
4. Once the amount under this clause is debited, the Empanelled agency(ies) shall reimburse the Performance Bank Guarantee to the extent the amount is debited within fifteen (15) days of such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.

2.25 Bid Prices

The bidder shall quote for **“Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra”** in the format given for financial bid. Validity of Bid shall be of One Hundred and Eighty (180) Days from date of opening of **Stage 1** bid.

The Bidders have to quote the unit STP audit rate as per the Financial Bid format to get eligible for empanelment. For sample testing charges, please refer MPCB website as under: <https://www.mpcb.gov.in/laboratory-analysis-charges/Water-and-Wastewater-Samples> and <https://www.mpcb.gov.in/about-us/lab-sampling-charges>

2.26 Bid Currency

The rates quoted shall be in ₹ (Indian Rupees) only.

2.27 Correction of errors

The Bidders are advised to take adequate care while quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document shall lead to cancellation of Bid.

2.28 Corrections to Arithmetic errors

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

2.29 Disqualification

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

1. Bid not submitted in accordance with the bid document.
2. The bidder submits conditional offer.
3. Bid is received in incomplete form.
4. The information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation.
5. The information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete.
6. The Bidder is not qualified as per Qualification Criteria mentioned in the RFP document.
7. The Proposal materially departs from the requirements specified in the Proposal or it contains false information.
8. The Bidder submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give to any officer or employee of the MPCB or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process.
9. The Bidder in the opinion of the MPCB, has a Conflict of Interest materially affecting fair competition.
10. Bid is not accompanied by all requisite supporting documents.
11. Bidder enclosing Financial Bid in Technical Bid.
12. The selected bidders / agencies fail to enter into a contract within period specified by MPCB of the date of notice of award of contract or within such extended period, as fixed by MPCB.
13. The selected Bidders have given their respective letter of acceptance of the contract with their own conditions.

14. Non - fulfilling of any condition / term by bidder.
15. A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.

2.30 Tendering Under Different Names

1. Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same Contract.
2. If it is found that firms as described in point 1 above have tendered separately under different names for the same Contract, all such tender(s) shall stand rejected and tender deposit of each such firm / establishment shall be forfeited. In addition, such firms / establishments shall be liable, at the direction of the Member Secretary, MPCB, for further penal action including blacklisting.
3. If it is found that clearly related persons as in above have submitted separate tender/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed, or governed by the same person/persons jointly or severally, such Bidders shall be liable for action as in para above.
4. If after the award of Contract, it is found that the accepted tender violated for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.

2.31 Miscellaneous Provisions

1. A Bidder or their Associate should, in the last Three (03) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or their Associate, as the case may be, nor has been expelled from any Project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate
2. Any Bidder that has been barred by the Central Government, any State Government, Union Territory, a statutory authority, or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal due date, would not be eligible to submit a Proposal individually.
3. A Bidder shall be liable for disqualification if any legal, financial, or technical adviser of MPCB in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Proposal Due Date. Nor will this disqualification apply where such adviser is engaged after a period of Three (03) years from the date of commencement of services under the Project.
4. Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of Thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or

difference shall be settled by Hon'ble Member Secretary, MPCB whose decision shall be final.

5. Proposals shall be deemed to be under consideration immediately after they are opened and until such time MPCB makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, MPCB and / or their employees / representatives on matters related to the Proposals under consideration.

SECTION 3: PRE-QUALIFICATION CRITERIA AND TECHNICAL EVALUATION

3.1 Pre-Qualification Criteria

Sr. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 1	<p>The bidder should be:</p> <ul style="list-style-type: none"> ▪ a Company registered in India under the Companies Act 1956 or 2013 or ▪ a Partnership Firm under the Indian Partnership Act, 1932 or ▪ the Limited Liability Partnerships Act, 2008, (as amended from time to time) 	<ul style="list-style-type: none"> ▪ Brief Profile of the Bidder along with Annexure 2 Bidder's and Bidding Firms Particulars ▪ For Companies registered under Companies Act 1956 / 2013: Incorporation documents such as Memorandum and Articles of Association and Copy of Certificate of Incorporation ▪ For companies registered Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as amended time to time, Copy of Certificate of Incorporation/ Registration of Firm (RoF)/ Partnership deed of Bidder/ LLP deed, as applicable. ▪ Copy of valid PAN Card ▪ Copy of valid GST Certificate with GST Number ▪ Copy of Power of Attorney signed by legally authorized signatories as per Annexure 10 Power of Attorney along with Board Resolution ▪ Any other supporting document, as may be required
PQ 2	<p>Average Annual Turnover:</p> <p>Minimum Average Annual Turnover (MAAT) for the last Three (03) audited financial years i.e., FY 2021-22, FY 2022-23, and FY 2023-24 of the bidder should not be less than ₹ 5.0 Cr. (Rupees Five Crore)</p>	<p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three (03) years FY2021-22, FY 2022-23, and FY2023-24.</p>

Sr. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
		<p>Note: Audited financial statement should match with certificate of Chartered Accountant</p> <p>Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder.</p>
PQ 3	<p>Net-worth Criteria: The bidder should have a positive net worth for each of the last Three (03) audited financial years. FY2021-22, FY 2022-23, and FY2023-24</p> <p>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<p>The duly filled Format for Financial years FY2021-22, FY 2022-23, and FY2023-24 to be submitted on the letterhead of the Chartered Accountant.</p> <p>And net worth Certificate duly certified by Statutory Auditor.</p> <p>Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder.</p>
PQ 4	<p>Project Experience: The Bidder must have experience in “Similar works”* during last Seven (07) years as on last date of submission of bid as per following details: - One (01) project with “Similar works”* having Minimum Project Value of ₹ 1.00 Cr. OR Two (02) projects with “Similar works”* each having Minimum Project Value of ₹ 0.75 Cr. OR Three (03) projects with “Similar works”* each having Minimum Project Value of ₹ 0.40 Cr.</p> <p><i>“Similar works”* - The Bidder shall have project experience in Audit or Performance Evaluation Services or Treatability Study services of STPs / ETPs/ WTPs /CETPs / Operation and Maintenance of STPs / ETPs/ WTPs /CETPs for Central Government or its department / UT/ State Government or its department / Urban Local Body (ULB)/ PSUs.</i></p>	<p>a) Bidders shall submit a copy of work order / contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client for the eligible projects OR In case of on-going project, a certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment of minimum 50% of the partially completed project and Bank statement for receipt of 50% payment.</p> <p>c) Project citation as per format in</p> <p>d) Annexure 4 Project Citation (PQ & TQ)</p> <p>e) Self-Declaration as per Annexure 5 Format for Self-Declaration</p>
PQ 5	<p>Certification: The bidder shall have the following valid certificate as on the last date of submission of bid: - ISO 9001:2015 Certification</p>	Copy of valid certificate as on last date of submission of the bid.
PQ 6	<p>Manpower Strength: The bidder should have a minimum Thirty (30) full-time technical resources on its payroll as on date of submission of the bid.</p>	a) HR declaration for minimum Thirty (30) technical resources as per format given in Annexure 7 Declaration from HR department of the Bidder and

Sr. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
		b) CVs of minimum 10 technical resources as mentioned in Annexure 7 who have experience in conducting environmental/ structural audit/ performance evaluations of STPs/ ETPs/ CETPs etc. (part of HR declared minimum resources in Annexure 7) as per Annexure 6 CV Format
PQ 7	Office in Maharashtra: The bidder shall have a functioning office in Maharashtra or shall open office in Maharashtra within Fifteen (15) days in case of award of contract.	Copy of existing office in Maharashtra address proof like lease agreement/ latest electricity bill (not older than Six (06) months from the Bid due date) in the name of the bidder. In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on the letterhead of firm signed by authorized signatory as per the format provided in the Bid document as per Annexure 8 Undertaking for Office in Maharashtra
PQ 8	Blacklisting criteria: The bidder should not have been debarred by any Government (State / Central) / Semi Government / Corporation / Union Territories/ PSU/ any other local Body or body established under or in the control of the Central or state Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in Rule 151 of GFR , as on date of bid submission.	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in this Bid document as per format in Annexure 9 Declaration by the Bidder for not being Blacklisted /Debarred.

Table - 3

3.2 Evaluation of Pre-Qualification Proposal

1. TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in Section **3.1 Pre-Qualification Criteria** of the RFP are met. Incomplete or partial proposals are liable for disqualification. TEC reserves the right to seek clarification if required. All those bidders, whose all-pre-qualification proposal meets the requirements shall be selected for the opening of the technical proposal.

2. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek input from their professional and technical experts in the evaluation process.

3.3 Technical Evaluation Criteria

The Bids qualifying through the Minimum Eligibility Criteria will be graded as per the criteria mentioned in the table below:

Sr. No.	Parameters	Max. Marks	Marks Allocation Criteria	Supporting Documents
TE 1	Financial Evaluation (15 marks)			
TE1.1	Average Annual Turnover (MAAT) for the last Three (03) audited financial years i.e., FY 2021-22, FY 2022-23, and FY 2023-24 of the bidder.	15	<div> <div>$\geq ₹ 5.00$ and $< ₹ 7.50$ Cr.</div> <div>$\geq ₹ 7.50$ Cr. and $< ₹ 10.00$ Cr.</div> <div>$\geq ₹ 10.00$ Cr.</div> </div>	<div> <div>10</div> <div>12</div> <div>15</div> </div> <p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three (03) years i.e., FY2021-22, FY 2022-23, and FY2023-24.</p> <p>Note: Audited financial statement should match the certificate of Chartered Accountant.</p> <p>Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder.</p>
TE2	Project Experience (60 Marks)			
TE2.1	<u>Project Experience 1</u> Total Project Value of maximum any Three projects submitted meeting the Criteria mentioned below: <i>The Bidder shall have project experience in Audit or Performance Evaluation Services or Treatability Study services of STPs / ETPs/ WTPs /CETPs for Central Government or its department / UT/ State Government or its department / Urban Local Body (ULB)/ PSUs.</i>	20	<div> <div>Total Project Value $\geq ₹ 0.40$ Cr. and $< ₹ 1.20$ Cr.</div> <div>Total Project Value $\geq ₹ 1.20$ Cr. and $< ₹ 2.00$ Cr.</div> <div>Total Project Value $\geq ₹ 2.00$ Cr.</div> </div>	<div> <div>15</div> <div>18</div> <div>20</div> </div> <p>a) Bidders shall submit a copy of work order/ contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client or Proof for eligible projects OR In the case of on-going project, a certificate from the client on client's letterhead mentioning the relevant scope of Work, having received the payment of a minimum of 50% of the partially completed project and Bank statement for receipt of 50% payment from the same client.</p>
TE2.2	<u>Project Experience 2</u> Total Project Value of maximum any Three projects submitted meeting the Criteria mentioned below:	20	<div> <div>Total Project Value $\geq ₹ 1.00$ and $< ₹ 2.00$ Cr.</div> <div>Total Project Value $\geq ₹ 2.00$ Cr. and $< ₹ 3.00$ Cr.</div> </div>	<div> <div>15</div> <div>18</div> </div> <p>c) Project citation as per format in Annexure 4 Project Citation (PQ & TQ)</p> <p>d) Self-Declaration as per Annexure 5 Format for Self-Declaration</p>

Sr. No.	Parameters	Max. Marks	Marks Allocation Criteria		Supporting Documents
	<i>The Bidder shall have project experience in Operation and Maintenance of STPs / ETPs/ WTPs /CETPs for Central Government or its department / UT/ State Government or its department / Urban Local Body (ULB)/ PSUs.</i>		Total Project Value >= ₹ 3.00 Cr.	20	
TE2.3	Successfully executed number of projects meeting the “ Similar works ” Criteria.	15	For 1 project For 2 to 3 projects For more than 3 projects	08 10 15	
TE2.4	Mobile App or Web Application for digital collection of audit parameters from field related to STPs / ETPs/ WTPs /CETPs.	05	Availability of Mobile App or Web Application with the Bidder Non-Availability of Mobile App and Web Application with the Bidder	05 00	a) In case of mobile App – Name of the App and platform (Android or iOS) along with brief description of functionalities on the letter of the Bidder to be submitted in Technical Proposal. b) In case of Web Application – URL of the Application along with brief description of functionalities on the letter of the Bidder to be submitted in Technical Proposal.
TE3	Manpower Strength (15 marks)				
TE3.1	Manpower Strength: The bidder should have a minimum of Thirty (30) full-time technical resources on its payroll as on date of submission of the bid.	05	Number of manpower strength >= 30 and < 40 >= 40 and < 50 > 50	 03 04 05	HR declaration as in format given in Annexure 7 Declaration from HR department of the Bidder.
TE3.2	The bidder should submit minimum of Ten (10) CVs of full-time technical resources on its payroll as on date of submission of the bid who are directly involved in the audit as mentioned in Annexure 7 .	10	Project Manager(s) >= 1 (Less than 1 = zero marks) Team Leads >= 3 (Less than 3 = zero marks) Auditors (SMEs) >= 4 (Less than 4 = zero marks) Sewage / Effluent / Water Treatment Specialists >=2 (Less than 2 = zero marks)	01 03 04 02	10 CVs of the audit relevant technical resources as per Annexure 7 from the list declared by HR. CVs to be submitted as per Annexure 6 CV Format.
TE4	Presentation (10 Marks)				
TE4.1	Presentation by the bidders on their understanding of the business/ functional requirements of MPCBs and proposed audit and report submission approach.	10	The selected Bidders' response on Terms of Reference will be scored on the following metrics: 1. Understanding of the scope of work 2. Detailed methodology on conducting compliance audit of STP.	10	Presentation delivered by the bidder should depict Bidder's understanding of the business / functional requirements of the MPCB, the proposed audit and report submission approach. Soft / Hard copy of the presentation to be submitted by the Bidder before

Sr. No.	Parameters	Max. Marks	Marks Allocation Criteria	Supporting Documents
			3. Execution Timelines with justifications: Day-wise plan to be developed and demonstrated with expected outcomes and deliverables for each day. 4. Compliance reporting plan- Proposed reporting and Project Handover including approach for sharing detailed evaluation criteria and assessments carried out. 5. Value Additions / differentiators that will benefit MPCB.	presentation schedule.
Total		100		100

Table - 4

3.4 Bid Evaluation

3.4.1 Evaluation Process

1. Tenders will be scrutinized by the committee formed by MPCB. This committee shall act as a Tender Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.
2. TEC shall review the Prequalification Proposal of the participating Bidders to determine whether the requirements as mentioned in Sections 3.1 and 3.3 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose Prequalification Proposal and Technical Proposal meet the requirements shall be selected for next stage of Bid process.
3. TEC shall review the Technical Proposal of the prequalified Bidders to determine whether the Technical Proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
4. The Financial proposals of the qualified Bidders (whose both Prequalification and Technical qualifications criteria are fulfilled) shall be opened and reviewed to determine whether the financial proposals are complete as per requirements.
5. Evaluation and award of Contract shall be done as per provisions specified in this RFP.
6. Bidders are required to quote their STP audit fees as per the commercial bid format.
7. TEC may seek input from their professional, external experts in the Bid evaluation process.

3.4.2 Financial Evaluation

1. The Financial bid of only those bidders who are qualifying in pre-qualification evaluation criteria as mentioned in **Section 3.1** above and those scoring minimum of 70 Marks in technical criteria as mentioned in **Section 3.3** shall be opened (Such bidders shall be considered as "**Eligible Bidder(s)**").
2. The Bidders will be ranked based on their bid prices as quoted in financial proposals.

3. In cases of discrepancy between the prices quoted in words and in figures, the lowest of the two shall be considered. For any other calculation / summation error etc. the bid may be rejected.
4. The Bidders shall quote their fees against the items mentioned in the Financial Format. The Bidders will be ranked based on their total bid value. Bidder, whose financial proposal cost is the lowest (hereby referred to as L1 Bidder) i.e., whose overall quote is the least for a unit audit of STP, shall be considered as eligible for benchmarking the unit audit rate after negotiation with the Bidder concerned.
5. MPCB will share the lowest negotiated STP audit cost as per the STP capacity with all the eligible Bidders and seek confirmation and agreement within Five (05) working days for acceptance the lowest negotiated audit cost finalized with the L1 Bidder.
6. MPCB reserves the right to confirm the preferred bidders as selected bidders subject to negotiations, acceptance of the lowest negotiated audit cost per STP as per capacity and approval from competent authority.

3.5 Empanelment of the Agency(ies)

1. All the Eligible Bidders who agree to match with the negotiated cost of L1 Bidder for each capacity STP and confirm the same will be eligible and get empanelled with MPCB.
2. The empanelled agencies shall individually sign a contract with MPCB for minimum Three (03) years duration. The contract may get extended for another period of Two (02) years based on the performance of each Empanelled Agency and mutual agreement between MPCB and the Empanelled Agency(ies).

3.6 Issuance of Letter of Empanelment (LOE)

1. After selection, a Letter of Empanelment ("LOE") will be issued in duplicate by MPCB to the Selected Bidder(s) / Empanelled Agency(ies). The Letter of Empanelment will be handed to the selected Bidder(s) / Empanelled Agency(ies) or emailed or posted to the Successful Bidder(s) / Empanelled Agency(ies)' address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice.
2. The Selected bidder(s) / Empanelled Agency(ies) shall, within Seven (07) working days of the receipt of the Letter of Empanelment, sign and return the duplicate copy of the Letter of Empanelment in acknowledgement thereof (Letter of Acceptance- "LOA").
3. In the event of the LOA duly signed by the selected Bidder(s) / Empanelled Agency(ies) is not received by the stipulated date, the MPCB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder/ Empanelled Agency to acknowledge the LOA.
4. Additionally, non-acceptance of the Letter of Empanelment by the Successful Bidder(s) / Empanelled Agency(ies) within the time prescribed therein shall lead to forfeiture / invocation of the Earnest Money Deposit of such Successful Bidder / Empanelled Agency and thereafter, MPCB shall be free to award the Letter of Empanelment (LOE) to the next Bidder in sequence, or to proceed in the manner as considered in the best interest of MPCB, at sole discretion of MPCB.

3.7 Signing of Contract Agreement

1. The selected Bidder(s) / Empanelled Agency(ies) shall enter into contract agreement with MPCB within Thirty (30) days from the date of issue of LOE issued to the selected Bidder(s) / Empanelled Agency(ies) by MPCB.
2. If signed contract documents are not received by MPCB within time Thirty (30) days or with extension granted), shall not be accepted.
3. Further, ₹ 2000 penalty will be levied per day if the contract is not signed within abovementioned time period (including approved extension if any) until completion of the activity.
4. Any expenses related to registration of Agreement shall be borne by selected Bidder(s)/ Empanelment Agency(ies).

3.8 Audit Work Allotment (Work Order)

1. Based on requirement, MPCB shall share the detailed SoW / requirement with the Single Point of Contact (SPOC) of Empanelled Agency (ies).
2. All the Empanelled Agencies shall be called for the Technical Presentation / Discussion with reference to the shared STP Audit Scope of Work.
3. Individual Empanelled Agency shall be evaluated based on the technical presentation / discussion including proposed plan of action for mentioned STP audit along with manpower deployment, schedule, approach and methodology, etc.
4. The STP Audit contract shall be awarded to the Empanelled Agency(ies) based on their technical presentation and / or at the sole discretion of the MPCB.
5. To avoid conflict of interest, during the award of STP Audit Contract; the Empanelled Agency should proactively inform MPCB about its involvement; direct or indirect in carrying out audit of any of the STPs involving activities such as design / development / operation and maintenance, performance, etc. should refrain from participating in auditing of such STPs during the Empanelment period.

If such conflict is found during or after the execution of the STP audit, the empanelment of the agency shall be terminated.

3.9 Performance Bank Guarantee

1. After issuance of Work Order, the Empanelment Agency shall have to submit Performance Bank Guarantee (PBG as Security Deposit) as specified in this RFP within Fifteen (15) days.
2. Failing to submit the PBG within stated time will either attract penalty of ₹ 5000 per day up to One (01) week which will be deducted from any future Work Order of the concerned Empanelled Agency, or the Work Order may be cancelled and awarded to the other eligible Empanelled Agency.

SECTION 4: SCOPE OF WORK

The Selected Bidder(s) / Empaneled Agency(ies) will be required to undertake various field and off-site activities to complete the broad deliverables mentioned in this section. The Empaneled Agency(ies) shall ensure that all the supporting evidence and study findings are retained in electronic format for a minimum period of Three (03) years from the date of the study report release.

MPCB reserves the right to investigate any matters related to these studies as and when required.

4.1 Brief Scope of Work

4.1.1 Purpose

Conducting a third-party performance audit of Sewage Treatment Plants (STPs) located in Maharashtra.

Maharashtra is home to several major rivers like Godavari, Krishna, Tapi, and Bhima. These rivers continue to serve as vital lifelines for the state's inhabitants. However, the accidental discharge of industrial effluent, sewage from urban local bodies, agricultural runoff in the river system has led to water pollution and degradation of aquatic ecosystems. Central Pollution Control Board (CPCB) in the year 2022 identified 55 polluted river stretches and as per latest scenario of polluted river stretches - Maharashtra has Two (02) polluted stretches in priority I, 04 in II, 06 in III, 11 in IV and 28 in V (Dec2023).

Maharashtra Pollution Control Board (MPCB), recognizing the critical importance of effective wastewater management, is seeking the services of a reputed, well-established, and financially sound agencies to conduct a third-party performance audit of Sewage Treatment Plants (STPs) in building construction projects and large hospitals located in Metro and other cities across Maharashtra. Properly functioning sewerage treatment systems are essential for maintaining public health, protecting water resources, and ensuring environmental sustainability, particularly in large housing projects and hospitals with more than 100 beds where wastewater volumes are significant.

Therefore, MPCB has proposed to monitor specific parameters through audit and evaluate STP performance in large housing projects over 20,000 square meters area, large hospitals, banquet halls, pharma, sugar factory, IT companies, etc. is being followed as per MPCB guidelines. It is highly desirable that the agency has a national or regional presence in terms of office, staff, etc. The firm should also have demonstrated experience in data processing and quality assurance systems.

According to a Report on Inventorization of Sewage Treatment Plants (STPs) prepared by MPCB, the table below lists the locations of STPs to be audited during the empanelment period:

STP Location	Number of STP's for Housing Projects	Number of Hospitals with beds greater than 50
Mumbai city	623	33
Pune city	2277	17
Mumbai Suburban	815	11
Thane	1081	22
Nasik	70	11

Table – 5 Sites across major cities in Maharashtra to be audited

Note: The figures in the table are indicative and tentative, there may be variation in the numbers and locations.

A. Detailed Scope of work for STP Audit

1. Inspection and Compliance Check

Conduct thorough inspections of STPs in the locations mentioned in the table above. Evaluate the operational status, efficiency levels, and adherence to maintenance protocols in large hospitals having beds greater than Fifty (50) beds.

- Assess compliance with The Water (Prevention and Control of Pollution) Act 1974 and Bio-medical Waste (Management and Handling) Rules, 2016.
- Identify areas where improvements or enhancements are needed to meet legal and safety standards.
- The Empanelled Agency(ies) are expected to audit the performances of the existing operational STPs against the compliance criteria of the relevant environmental legislations, directions of the judiciary and the National Green Tribunal (NGT), and the terms and conditions in the Consent to Operate in the authorization issued by MPCB.
- The Empanelled Agency(ies) shall provide a daily update on the number of sites surveyed and assessed using their mobile App, etc. Format for the daily update should be finalized by the Empanelled Agency(ies) in consultation with MPCB.
- The proposed Performance audit shall include the following:
 1. Sewage generation, sewage treatment capacity and actual sewage treatment
 2. Effective functioning of facilities created in accordance with stipulated performance standards
 3. Effective monitoring of sewage effluent so as to enable timely corrective measures
 4. Flow meter for incoming and outgoing effluent
 5. Internal connections to drainage network and design
 6. Proper treatment and disposal of sludge
 7. The bidder shall follow the guidelines in the Sample Collection procedure for Industrial Effluents, STP and CETP Samples issued by MPCB for collection, preservation, and testing of samples. Samples should not be tested from audit agency's own lab
 8. To identify and resolve issues promptly during field assessment, Empanelled Agency should appoint Single Point of Contact (SPOC)

The detailed checklist for conducting the performance audit will be shared with the Empanelled Agency post empanelment by MPCB

2. Report Generation

1. Prepare detailed audit report for each inspected STP. (The basic Format for Reporting on STP performance is enclosed as **Annexure 19 Format for Reporting on STP performance**).
2. Include information on current operational status, efficiency levels, maintenance practices and regulations, and adherence to environmental safety norms.
3. All the reports generated having detailed information including Geotagged photos of the visit to be uploaded on the web-based portal (in reporting and visualisation module).

3. Provide Recommendations

1. Provide actionable recommendations for improvements or modifications to ensure optimal performance and compliance.
2. Based on the direct field observation and analysis of field assessment data, the Empanelled Agency should provide a detailed report on the compliance of conditions of consent granted by the Board and environmental clearance accorded by the competent authority.
3. MPCB shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the manpower resources deployed by the Empanelled Agency during audit.
4. Deliverables:
 - Based on the survey/ audit of the Sewage Treatment Plants in Housing projects and Hospitals with recommendations of appropriate control measures
 - Submission of the Interim progress report on monthly basis as per the sites completed
 - Verification of compliance against the audit report of the concerned STP

Note: No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned, or sublet by the Empanelled Agency directly or indirectly to any person, firm or whosoever.

B. Tentative Scope and Methodology

Description of Proposed Scope	Methodology to be Adopted for Study
Baseline information regarding sewage generation, collection, transport, treatment, and disposal	<ul style="list-style-type: none"> • Secondary data from Brihanmumbai Municipal Corporation and other such corporations shall be obtained and interpreted for evaluation. • Verification based on water mass balance using attributes of water calculation and standards applicable across India shall be used.
Understanding of Sewage Treatment Plants (STPs)	<ul style="list-style-type: none"> • Theoretical evaluation using detailed layout, unit operation detailing, engineering, flow, hydraulics, etc. shall be audited, followed by evaluation of unit process efficiencies of the STPs. • Composite sampling of each unit at each of the STP's for at least 24 hours. • Variabilities in terms of working days, unit operations, retention times, etc. shall be accounted for during sampling.

Description of Proposed Scope	Methodology to be Adopted for Study
Analysis	<ul style="list-style-type: none"> Conventional analysis parameters determining the extent of pollution by sewage shall only be deployed mainly considering parameters mentioned in Annexure 18 Checklist of parameters to be analyzed for STP. In-situ measurement for certain time sensitive parameters such as pH, BOD, COD and TSS shall also be used. Standard representation of field blanks and sample duplicates shall be employed for QA/QC protocol. Analysis shall be carried out through reputed and MoEFCC recognized laboratory as suggested by MPCB or at MPCB laboratories.
Preservation and Transport	<ul style="list-style-type: none"> All samples shall be preserved as per the Standard protocol using chemicals and/or temperature dormancy, and attempt shall be made to transport the same in insulated conditions within 4 hours.
Data Interpretation	<ul style="list-style-type: none"> Data shall be interpreted mainly to evaluate the efficiency of units of STP using standard references. Gaps shall be identified not only in terms of process design but also with respect to operation and maintenance.
Formulation of Strategy for future course of action	<ul style="list-style-type: none"> Based on secondary data and primary survey through sampling, strategy for enhancing efficiency, gap-filling in terms of engineering (process design) and operational and/or maintenance requirements shall be proposed.
Report	<ul style="list-style-type: none"> An interim report detailing study area and existing environmental setup of STP & methodology for each of the site shall be submitted. Sampling shall be carried out using standard operating procedure, test the sample from National Accreditation Board for Testing and Calibration Laboratories (NABL) and final analyzed data shall be submitted in simple interpreted form. A Draft report including all details form secondary and sampling / analysis data shall be submitted with an overview of strategy for future which if appropriately accepted by MPCB, a final report shall lead to closure of the project.

Table - 6

(Checklist of parameters to be analyzed for STP is enclosed as **Annexure 18 Checklist of parameters to be analyzed for STP**)

C. Development of Mobile App and Web-based application

MPCB also expects that the Selected Bidder(s) / Empaneled Agency(ies) to develop mobile and web-based applications for the smooth execution of these audits, the bidder would provide end-to-end managed services for development and maintenance of this portal and other components as described in sections below. The complete application is expected to broadly comprise of the following modules:

1. **User Management and Access Control Module** – To manage different user roles and ensure secure access to the web application.
2. **Audit Management Module** – A component for planning, scheduling, and documenting audits of STPs in various facilities.
3. **Data Collection and Analysis Module** – This module should facilitate the collection of performance data from STPs and provide tools for analyzing and result finding.
4. **Compliance Tracking Module** – A system to monitor and ensure compliance with regulatory standards, highlighting any discrepancies or areas of concern.
5. **Reporting and Visualization Module** – Tools for generating detailed reports and visualizing audit results, trends, and performance metrics.
6. **Access to MPCB** for viewing details and reports generation.

4.2 Timeline and Deliverables

1. Provide a detailed timeline at the time of presentation / discussion post empanelment outlining key project milestones and deliverables. This includes interim progress reports, draft findings for review, final reports for each STP, and any additional documentation required by the client or regulatory authorities.
2. The timeline for execution of audit services of an individual STP shall be Three (03) months from date of issue of Work Order to the Empanelled Agency. Final audit report must be submitted to MPCB in soft copy i.e. .pdf format as well as coloured printed hard copies in triplicate.
Prior initiation of the audit work, the concerned empanelled agency shall provide activity-wise schedule for audit of individual STP allotted considering overall Three (03) months' timeline
3. Schedule deviation shall attract penalty of ₹ 2000 per day. The maximum cumulative penalty shall be 10% of cost of the single allotted STP.
4. Empanelled Agency shall depute their team with appropriate authorization to initiate audit of the allotted STP.
5. To identify and resolve issues promptly during field assessment, agency should appoint Single Point of Contact (SPOC).
6. MPCB shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the manpower resources deployed by the Empanelled Agency.
7. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned, or sublet by the Empanelled Agency directly or indirectly to any person, firm or whosoever.

SECTION 5: PAYMENT TERMS

5.1 Payment Terms

The following payment terms will be offered to the Empanelled Agency(ies) upon completing the necessary formalities and rendering deliverables as mentioned under Scope of Work:

- i. No advance payment shall be made by MPCB at the time of signing of Contract with the empanelled agency(ies).
- ii. The empanelled agency shall submit invoices to the authority approved by MPCB along with the deliverables including final Report of the completed audit which is accepted and duly signed by authority approved by MPCB for release of payment.
- iii. The payment will be released after delivery for individual STP audit services based on completion of all the audit activities and approved and accepted final audit reports of the STPs by the competent authority as per the accepted rate of ₹ ----- quoted and agreed upon at the time of award of contract.
- iv. MPCB shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Empanelled Agency where the MPCB disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the RFP. Any exercise by the MPCB under this section shall not entitle the Empanelled Agency to delay or withhold the services.
- v. The payments terms (credit period):

Within Thirty (30) days from the date of submission of invoices along with the following supporting documents:

- Weekly/Monthly reports as mentioned in RFP
- Sample testing reports for the necessary mentioned parameters
- Final audit report approved and signed by MPCB
- Any other document as may be required by MPCB
- The selected Bidder's request for payment shall be made to MPCB in writing, accompanied by an invoice and final audit report of the concerned STPs. Invoicing shall be as per the unit audit rate finalized during empanelment process. Any line items not mentioned in the empanelment BoQ shall not be billed by the Empanelled Agency(ies). No other additional payments shall be made
- All the payments will be made after deducting penalties with applicable GST, if any.
- All payments will be made vide a crossed cheque payable in Mumbai / online through NEFT/RTGS, within Thirty (30) days of submission of invoice, after deducting applicable TDS, if any
- The Empanelled Agency(ies) shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract

5.2 Other Terms and Conditions

1. In the event of a dispute regarding the invoice amount, or any other payment related matter, such matter shall be discussed with MPCB and/ or any other authority designated by the Nodal Officer of MPCB. In such cases, the Service Provider, shall produce requisite supporting documents, communications, acknowledgement of MPCB, etc. to support the disputed Invoice amount, or any other payment related matter; however, the decision of the Nodal Officer, MPCB in this matter shall be considered as final.
2. Any dispute or difference or claim arising out of or in relation to the terms of the RFP, will be settled by reaching a mutual understanding and amicable settlement between the parties.

SECTION 6: KPI and Penalties / KPIs

6.1 Penalties / KPIs

1. The date of delivery of the services stipulated in the accepted Work Order / LoI /LoA shall be the essence of the contract and delivery shall be completed no later than the dates specified therein. Extension of time shall only be granted if MPCB is convinced about the cause stated by the Empaneled Agency, or the cause of the delay is not under the control of the empaneled agency.
2. In case of delay in deliverables of any planned audit activity, MPCB shall be entitled to recover ₹ 10,000/- (Rupees Ten Thousand only) of the individual contract value per day up to a maximum of 10% of the individual STP audit contract value; post which annulment of contract shall be initiated.
3. Where any claim for the payment of a sum of money arises, out of or under this contract against the Empaneled Agency, MPCB shall be entitled to recover such a sum by appropriating in part or whole, from the payable invoice(s) or as per payment schedule or performance bank guarantee. Penalty shall be recovered along with applicable GST.
4. In the event of the Performance Bank Guarantee being insufficient, the balance of the total sub recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Empaneled Agency under. Should this sum not be sufficient to recover the full recoverable amount, the agency shall pay MPCB the remaining balance due.
5. MPCB will consider genuine request for extension of time, if so, made by the selected Empaneled Agency immediately upon sensing delay of any work/assigned task, taking into account the reasons for such extension and grant extension of time at their discretion.
6. MPCB shall record the reason in such action with facts and figures. The grace period will not be granted if the extension is necessitated due to the default on the part of the selected empaneled agency.
7. All above-mentioned penalties are exclusive to each other.

SECTION 7: ANNEXURES

Checklist for documents to be included in Proposal

Sr. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	Annexure 1 Pre-Qualification Cover Letter			
PQ1	Annexure 2 Bidder's and Bidding Firms Particulars			
	Annexure 10 Power of Attorney (Copy of Power of Attorney signed by legally authorized signatories as per Annexure 10 Power of Attorney and Board Resolution)			
	The bidder should be: <ul style="list-style-type: none"> a Company registered in India under the Companies Act 1956 or 2013 or a Partnership Firm under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008, (as amended from time to time) 	Brief Profile of the Bidder along with Annexure 2 Bidder's and Bidding Firms Particulars		
		For Companies registered under Companies Act 1956/ 2013: Incorporation documents such as Memorandum and Articles of Association and Copy of Certificate of Incorporation		
		For companies registered Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as amended time to time, Copy of Certificate of Incorporation/ Registration of Firm (RoF)/ Partnership deed of Bidder/ LLP deed, as applicable		
		For Proprietorship firm: Registration under the Shops and Establishments Act of any State/ UT of India (if applicable)		
		Copy of valid PAN Card		
		Copy of valid GST Certificate with GST Number		
		Any other supporting document, as may be required		
PQ2	Annexure 3 Financial Declaration of Bidder			
	Average Annual Turnover: Minimum Average Annual Turnover (MAAT) for the last Three (03) audited financial years i.e., FY 2021-22, FY 2022-23, and FY 2023-24 of the Bidder should not be less than ₹ 5.0 Cr. (Rupees Five Crore)	Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the last Three (03) years FY2021-22, FY 2022-23, and FY2023-24).		

Sr. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
		<p>Note: Audited financial statement should match the certificate of Chartered Accountant.</p> <p>Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder.</p>		
PQ3	Annexure 3 Financial Declaration of Bidder			
	<p>Net-worth Criteria: The bidder should have a positive net worth for each of the last Three (03) audited financial years i.e., FY2021-22, FY 2022-23, and FY2023-24</p> <p>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<ol style="list-style-type: none"> 1. The duly filled Format for Financial years FY2021-22, FY 2022-23, and FY2023-24 to be submitted on the letterhead of the Chartered Accountant. 2. And net worth Certificate duly certified by Statutory Auditor. 3. Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder. 		
PQ4	Annexure 4 Project Citation (PQ & TQ)			
	Annexure 5 Format for Self-Declaration			
	<p>Project Experience: The Bidder must have experience in "Similar works"* during last Seven (07) years as on last date of submission of bid as per following details: - One (01) project with "Similar works"* having Minimum Project Value of ₹ 1.00 Cr. OR Two (02) projects with "Similar works"* each having Minimum Project Value of ₹ 0.75 Cr. OR Three (03) projects with "Similar works"* each having Minimum Project Value of ₹ 0.40 Cr.</p> <p>"Similar works"* - The Bidder shall have project experience in Audit or Performance Evaluation Services or Treatability Study</p>	<ol style="list-style-type: none"> a) Bidders shall submit a copy of work order / contract agreement having the relevant scope of Work. b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice for the eligible projects OR In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment of minimum 50% of the partially completed project and Bank statement for receipt of 50% payment. c) Project citation as per format in 		

Sr. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	services of STPs / ETPs/ WTPs / CETPs / Operation and Maintenance of STPs / ETPs/ WTPs /CETPs for Central Government or its department / UT/ State Government or its department / Urban Local Body (ULB)/ PSUs.	d) Annexure 4 Project Citation (PQ & TQ) e) Self-Declaration as per Annexure 5 Format for Self-Declaration		
PQ5	Certification: The bidder shall have the following valid certificate as on the last date of submission of bid: - ISO 9001:2015 Certification	Copy of valid certificate as on last date of submission of the bid.		
PQ6	Annexure 6 CV Format			
	Annexure 7 Declaration from HR department of the Bidder			
	Manpower Strength: The bidder should have a minimum Thirty (30) full time technical resources on its payroll as on date of submission of the bid.	a) HR declaration for minimum Thirty (30) technical resources as per format given in Annexure 7 Declaration from HR department of the Bidder and b) CVs of minimum 10 audit specific technical resources (part of HR declared minimum resources in Annexure 7) as per Annexure 6 CV Format		
PQ7	Annexure 8 Undertaking for Office in Maharashtra			
	Office in Maharashtra: The bidder shall have a functioning office in Maharashtra or shall open office in Maharashtra within Fifteen (15) days in case of award of contract.	Copy of existing office address proof like lease agreement/ latest electricity bill (not older than Six (06) months from the Bid Due date) in the name of the bidder. In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to set up office in Maharashtra, on the letterhead of firm signed by authorized signatory as per the format provided in the Bid document as per Annexure 8 Undertaking for Office in Maharashtra		

Sr. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
PQ8	Annexure 9 Declaration by the Bidder for not being Blacklisted /Debarred.			
	Blacklisting criteria: The bidder should not have been debarred by any Government (State / Central) / Semi Government / Corporation / Union Territories/ PSU/ any other local Body or body established under or in the control of the Central or state Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in Rule 151 of GFR , as on date of bid submission.	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in this Bid document as per format in Annexure 9 Declaration by the Bidder for not being Blacklisted /Debarred.		

Table - 7

Annexure 1 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

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

Subject: Bid Submission Cover Letter for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra

RFP Reference No: MPCB/

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the **RFP for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra**

We attach hereto our responses to Pre-Qualification proposal required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPCB, is true, accurate, verifiable and complete. This response includes all the information necessary to ensure that the statements therein do not in whole or in part mislead the MPCB in its short-listing process.

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

If our proposal is accepted, we will obtain a Performance Security Deposit (Bank Guarantee) issued by a nationalized/ schedule commercial bank in India, as mentioned in this RFP.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and corrigenda, if any, and agree to abide by this tender response for a period of One hundred and Eighty Day (180) days from the date of opening of **Stage 1** bid and ready to extend the validity of the bid for further period as informed by MPCB. We hereby declare that in case the Audit of STPs is awarded to us post empanelment, we shall submit the security deposit in the form prescribed in RFP.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MPCB is true,

accurate, and complete. This proposal includes all the information necessary to ensure that the statements therein do not in whole or in part mislead MPCB as to any material fact.

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

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

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone :
E-mail ID :

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the Company by authority of its board/ governing body.

Date :

Signature :

(Company Seal) (Name)

Annexure 2 Bidder's and Bidding Firms Particulars

(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

To

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

Subject: Bid Submission Cover Letter for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra

RFP Reference No: MPCB/

Dear Sir,

In reference to the above tender please find below our firm/company details:

Sr. No.	Description	Details/Information
1	Name of the firm	
2	Address	
3	Email	
4	Contact number/s (Tel / Mobile)	
5	Office address of Maharashtra	
6	Year of establishment	
7	Name/s of partners (Membership certificates issued by authorized body should be enclosed)	
8	Name of Office In charge of Mumbai	
9	Name, address and account number of the firm's banker(s)	
10	PAN of the firm	
11	GST registration number of the firm	
12	Number of Employees	
13	Average Turnover during last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24)	

Sr. No.	Description	Details/Information
14	Details of major assignments	
15	Any other information considered relevant	

Table - 8

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail ID :

Annexure 3 Financial Declaration of Bidder

(To be submitted on Letterhead of Statutory Auditor of the Bidder)

Place:

Date: DD/MM/YYYY

To

The Member Secretary,

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor,

Opp. PVR Cinema, Sion Circle, Sion,

Mumbai-400 022

Subject: Bid Submission Cover Letter for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra

RFP Reference No: MPCB

Dear Sir,

We,, certify that we have verified the relevant financial statements and other records of (Name of Company), having its Indian registered office at..... The financials for the past Three (03) years have been summarized below:

- Financial Declaration of Bidder

(Figures in INR)

Description	Financial Year		
	2021-22	2022-23	2023-24
Annual Turnover			
Net Worth			
Average Annual Turnover			

Table - 9

The Average Annual Turnover for (Name of the Company) is ₹ <Insert Value> (Rupees <Insert Value in Words> and the (Name of the Company) has Positive Net Worth during the last Three (03) Financial Years i.e., FY 2021-22, FY 2022-23 and FY 2023-24.

This is to certify that the (insert name of Bidder) has a Positive Net Worth in each of the last Three (03) FY 2021-22, FY 2022-23 and FY 2023-24.

It is further certified that based on our review of financial statements together with the book of accounts, records and documents for the aforesaid financial years, the above-mentioned figures are true and correct to the best of our knowledge and as per information and explanations provided to our satisfaction by the (Name of the Company).

Name of the Firm :
Name of the Partner (Chartered Accountant)
Signature of Chartered Accountant
Designation:
Membership No.:
UDIN :

Notes:

1. Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.
2. The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant / Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
3. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last Three (03) audited financial years i.e. FY 2021-22, FY 2022-23 and FY 2023-24 shall be submitted as supporting evidence.

Annexure 4 Project Citation (PQ & TQ)

(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

To

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

RFP Reference No: MPCB/

Dear Sir,

In reference to the above tender please find below our firm/company details:

Details of past assignments / experience

Sr. No.	Client Name	Handling		Work related to
		From	To	

Table - 10

Individual Project Citation Format

Sr. No.	Item	Details
1	Name of The Project	
2	Date of Work Order	
3	Client Details with Address and Contact Numbers	
4	Scope of Work	
5	Contract Value	
6	Start date	
7	Completion Date	
8	Current Status (Work In progress, Completed)	
9	Number of staff deployed on the assignment	
10	Narrative description of project describing the scope of work	
11	Progress of the project (Description)	
12	Payment Received till Date	

Table - 11

Note:

- The Bidder is required to use above formats for all the projects referenced by the bidder for the pre-qualification criteria.
- Documents/Proofs are required for all of the above.
- Kindly provide copies of supporting documents such as Letter of award/ work order/ agreement/ contract/ MoU/ Completion certificate etc.
- The Bidder is required to use above formats for all the projects referenced by the bidder for the Qualifying technical bid evaluation.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone :
E-mail ID :

Annexure 5 Format for Self-Declaration

(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

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

Ref: RFP for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra

Subject: Declaration for having experience as per pre-qualification criteria and technical criteria in Section 3

RFP Reference No:

Dear Sir,

I, authorized representative of _____, hereby confirm that the Company _____ has the experience as per Section 3, Clause 3.1 in last Seven (07) years as on last date of submission of bid.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone :
E-mail ID :

Annexure 6 CV Format

CV of the Key Manpower proposed for audit service to be submitted in the following format:

1	Name of the Staff				
2	Current Designation in the Organization				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education	▪			
7	Summary of Key Training and Certifications	▪			
8	Language Proficiency	Language	Reading	Writing	Speaking
9	Total No. of Years of Work Experience				
10	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)	Name of Project- 1:			
		Year:			
		Location:			
		Client:			
		Main project features:			
		Positions held:			
		Activities performed:		•	
		Name of Project- 2:			
		Year:			
		Location:			
		Client:			
		Main project features:			
		Positions held:			
		Activities performed:			

Table - 12

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience.

Place:

Date:

Signature of Candidate

Signature of authorized signatory of the bidder

Annexure 7 Declaration from HR department of the Bidder

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

To,

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

Dear Sir,

Subject: HR Department Declaration - _____

RFP Reference No: MPCB/

With reference to the subject RFP, we hereby declare that we have **a minimum of Thirty (30)** employees mentioned in the table below working on our payroll or associated with us through proper binding agreement having minimum qualification as graduate in any stream and having minimum experience in the domains required to execute this assignment as per the requirements of the RFP. We are attaching herewith the 10 CVs of each of the proposed audit team members from the list provided in table-14 highlighting their Educational Qualification, Relevant Experience and major assignments handled in relevant field.

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

Sr. No.	Role in the Project	Employee Name	Emp. ID	Education and Experience	Area of Expertise	CVs Required	Page No.
1.	Project Manager			Postgraduate in Environmental Science / Environmental Engineering / Mechanical Engineering / Civil Engineering with a professional experience of minimum Eight (8) years.	Experience in Environment related projects especially in Environmental Compliance Assessment and Monitoring/ Environmental Footprint, Water quality Monitoring, Environment Management Planning (EMP) with leadership qualities to lead the team effectively.	Yes	
2.	Team Leads			Postgraduate in Environmental Science / Environmental Engineering / Mechanical Engineering / Electrical Engineering / Civil Engineering with a professional experience of minimum Five (5) years.	Experience in Environment related projects especially Environmental Compliance Assessment, Surveying, Environmental Footprint, Water Quality Monitoring, Project Management, Environment Management Planning.	Yes	
3.						Yes	
4.						Yes	
5.	Auditors (SMEs)			Postgraduate Graduates in Science / Environmental Engineering / Mechanical Engineering / Chemical Engineering with a professional experience of minimum Three (3) years.	Experience in conducting Environmental Compliance Assessments, Surveying, Environmental Footprint, Water Quality Monitoring, Knowledge of Environment studies and related fields.	Yes	
6.						Yes	
7.						Yes	
8.						Yes	
9.	Sewage / Effluent / Water Treatment Specialists			Postgraduate Graduates in Science / Graduates in Engineering with professional experience of minimum Three (3) years.	Experience in conducting Environmental Compliance Assessments, Surveying, Environmental Footprint, Wastewater / Water Treatment and Quality Monitoring, Knowledge of Environment studies and related fields.	Yes	
10.						Yes	
11.						No	
..						No	
..						No	
30.						No	
..						No	

Table - 13

Yours sincerely,

Authorized Signatory/ HR Head

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

Annexure 8 Undertaking for Office in Maharashtra

(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

To,

The Member Secretary,

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor, Opp. PVR Cinema,

Sion Circle, Sion, Mumbai-400 022

Subject: Undertaking for Opening Office in Maharashtra

RFP Reference No: MPCB/

Sir,

We, _____, (name of the Bidder) who are an established and reputed firm, having offices at _____(address) do hereby undertake to establish a fully functioning sales support office within the jurisdiction of State of Maharashtra within Fifteen (15) days of award of work post empanelment for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.

It is understood that failure to comply with this undertaking in any manner whatsoever, Maharashtra Pollution Control Board, Mumbai shall have the right to reject my / our bid and forfeit the submitted Earnest Money Deposit (EMD), and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including blacklisting) available to Maharashtra Pollution Control Board, Mumbai.

Yours Sincerely,

Signature of Notary (with official seal)

Name :

Designation :

Business Address :

Annexure 9 Declaration by the Bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

To

The Member Secretary,

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

Subject: Declaration for not being debarred / black-listed by Central / any Government or PSU in India as on the date of submission of the bid

RFP Reference No:

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred /blacklisted by any Government or PSU for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information / declaration, MPCB, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Performance Security.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone :
E-mail ID :

Annexure 10 Power of Attorney

(On Non – Judicial stamp paper of ₹ 500/- duly attested by Notary Public)

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “**Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra**’ including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name :
Designation :
Date :
Seal :
Business Address :

Accepted,
_____ (Signature)
(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Non – Judicial stamp paper of ₹ 500/- duly attested by Notary Public.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Checklist for documents to be included in Technical Proposal

Sr. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	Annexure 11 Technical Proposal Bid Cover Letter			
TE1	Financial Evaluation (15 marks)			
TE1.1	Annexure 3 Financial Declaration of Bidder			
	<p>Average Annual Turnover (MAAT) for the last Three (03) audited financial years i.e., FY 2021-22, FY 2022-23, and FY 2023-24 of the bidder.</p>	<p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three (03) years i.e., FY2021-22, FY 2022-23, and FY2023-24.</p> <p>Note: Audited financial statement should match the certificate of Chartered Accountant.</p> <p>Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder.</p>		
TE2	Project Experience (60 Marks)			
TE2.1	Annexure 4 Project Citation (PQ & TQ)			
	Annexure 5 Format for Self-Declaration			
	<p><u>Project Experience 1</u></p> <p>Total Project Value of maximum any Three projects submitted meeting the Criteria mentioned below:</p> <p><i>The Bidder shall have project experience in Audit or Performance Evaluation Services or Treatability Study services of STPs / ETPs/ WTPs /CETPs for Central Government or its department / UT/ State Government or its department / Urban Local Body (ULB)/ PSUs.</i></p>	<p>a) Bidders shall submit a copy of work order/ contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice</p> <p>OR</p> <p>In the case of on-going project, a certificate from the client on client's letterhead mentioning the relevant scope of Work, having received the payment of minimum 50% of the partially</p>		

Sr. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
		<p>completed project and Bank statement for receipt of 50% payment from the same client.</p> <p>c) Project citation as per format in Annexure 4 Project Citation (PQ & TQ)</p> <p>d) Self-Declaration as per Annexure 5 Format for Self-Declaration</p>		
TE2.2	Annexure 4 Project Citation (PQ & TQ)			
	Annexure 5 Format for Self-Declaration			
	<p><u>Project Experience 2</u></p> <p>Total Project Value of maximum any Three projects submitted meeting the Criteria mentioned below:</p> <p><i>The Bidder shall have project experience in Operation and Maintenance of STPs / ETPs/ WTPs /CETPs for Central Government or its department / UT/ State Government or its department / Urban Local Body (ULB)/ PSUs.</i></p>	<p>a) Bidders shall submit a copy of work order/ contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice</p> <p>OR</p> <p>In the case of on-going project, a certificate from the client on client's letterhead mentioning the relevant scope of Work, having received the payment of minimum 50% of the partially completed project and Bank statement for receipt of 50% payment from the same client.</p> <p>c) Project citation as per format in Annexure 4 Project Citation (PQ & TQ)</p> <p>d) Self-Declaration as per Annexure 5 Format for Self-Declaration</p>		
TE2.3	Annexure 4 Project Citation (PQ & TQ)			
	Annexure 5 Format for Self-Declaration			

Sr. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	Successfully executed number of projects meeting the “Similar works” * Criteria.	<p>a) Bidders shall submit a copy of work order/ contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice</p> <p>OR</p> <p>In the case of on-going project, a certificate from the client on client's letterhead mentioning the relevant scope of Work, having received the payment of minimum 50% of the partially completed project and Bank statement for receipt of 50% payment from the same client.</p> <p>c) Project citation as per format in Annexure 4 Project Citation (PQ & TQ)</p> <p>d) Self-Declaration as per Annexure 5 Format for Self-Declaration</p>		
TE2.4	Mobile App or Web Application for digital collection of audit parameters from field related to STPs / ETPs/ WTPs /CETPs.	<p>a) In case of mobile App – Name of the App and platform (Android or iOS) along with brief description of functionalities on the letter of the Bidder to be submitted in Technical Proposal.</p> <p>b) In case of Web Application – URL of the Application along with brief description of functionalities on the letter of the Bidder to be submitted in Technical Proposal.</p>		
TE3	Manpower Strength (15 marks)			
TE3.1	Annexure 6 CV Format			
	Annexure 7 Declaration from HR department of the Bidder			

Sr. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	Manpower Strength: The bidder should have a minimum of Thirty (30) full-time technical resources on its payroll as on date of submission of the bid.	a) HR declaration as in format given in Annexure 7 Declaration from HR department of the Bidder and b) 10 CVs of the audit relevant technical resources from the list declared by HR in point a) above. CVs to be submitted as per Annexure 6 CV Format		
TE4	Presentation (10 Marks)			
TE4.1	Presentation by the bidders on their understanding of the business/ functional requirements of MPCBs and proposed audit and report submission approach.	Soft / Hard copy of the presentation to be submitted by the Bidder before presentation schedule covering the following points: 1. Understanding of the scope of work 2. Detailed methodology on conducting compliance audit of STP. 3. Execution Timelines with justifications: Day-wise plan to be developed and demonstrated with expected outcomes and deliverables for each day. 4. Compliance reporting plan- Proposed reporting and Project Handover including approach for sharing detailed evaluation criteria and assessments carried out. 5. Value Additions / differentiators that will benefit MPCB.	Not required during bid submission	Not applicable
	Annexure 12 Financial Proposal Cover Letter			

Table - 14

Annexure 11 Technical Proposal Bid Cover Letter

(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

To,

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

Subject: Request for Proposal for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra.

RFP Notification number:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Request for Proposal for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra”**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project’s audit schedule) for providing Professional Services in **“Request for Proposal for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra”** put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MPCB or its appointed representatives.

If our proposal is accepted and post empanelment, we will obtain a Performance Security Deposit (Bank Guarantee) issued by a nationalized / schedule commercial bank in India, complying with the amount mentioned in this RFP.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of One Hundred and Eighty (180) days from date of opening Stage 1 Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MPCB.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MPCB is true,

accurate, and complete. This proposal includes all the information necessary to ensure that the statements therein do not in whole or in part mislead MPCB as to any material fact.

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

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

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness's Signature:

Witness's Name:

Witness's Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the Company by authority of its board/ governing body.

Signature:

(Company Seal) (Name)

Date:

Annexure 12 Financial Proposal Cover Letter

(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

To

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

Subject: Commercial Proposal Cover Letter for- Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra

Ref: MPCB RFP No:

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of the tender for **Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra** do hereby propose to provide Services as specified in the bidding documents.

1. Price and Validity: All the prices mentioned in our Bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of One Hundred and Eighty (180) days from the date of opening of Stage 1 Bid.
2. The prices we have offered, will remain fixed and subject to price escalation mention in the RFP during the period of Contract.
3. Taxes: We are an entity registered in India and do hereby confirm that our bid price is exclusive of all applicable taxes (i.e., GST). All relevant/ applicable taxes would be considered for reimbursement on actuals as per MPCB's discretion and prevailing Government laws.
4. Deviations: We hereby declare that all terms and conditions mentioned in the RFP (all volumes, annexures, and corrigendum's) are acceptable to us without any deviations and all the services shall be performed strictly in accordance with the bid documents
5. Unit Rates: We have indicated in the relevant Annexures enclosed, the unit rates for the purpose of an account of payment as well as for price adjustment, in case of any increase / decrease from the scope of work under the contract.
6. Bid Price: We declare that our Bid Prices, exclusive of all applicable taxes, duties, and GST are for the entire scope of the work and requirements as specified in the Bid documents.
7. Contract Performance Bank Guarantee: We hereby declare that in case the Contract / Order is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed in the RFP.

8. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief. We also understand that if our bid is conditional in any way, it shall be summarily rejected.
9. We understand that our Bid is binding on us and that you are not bound to accept a bid you receive.
10. We confirm that no technical information or deviations are attached here with this Commercial offer.

We understand that our Tender is binding on us and that you are not bound to accept the Tender you receive. We confirm that no technical deviations are attached here with this financial offer. We remain,

Yours sincerely,

Authorized Signature [*In full and initials*] :
Name and Title of Signatory :
Date and Stamp of the signatory :
Name of Firm :

Annexure 13 Format for Financial Bid

(NOT TO BE ENCLOSED ALONG WITH TECHNICAL BID)

(To be submitted on e-tender portal only)

Audit cost of One STP unit.

Bidders are required to quote the cost for completion of **single STP audit** as per capacity mentioned considering the detailed scope of work defined in this RFP applicable during empanelment period or further extension if any by MPCB.

This cost shall be used for the purpose of empanelment and for payment of delivery of audit services.

Sr. No.	Proposed Service	Capacity (MLD)	Unit of Measurement	Rate per STP Audit (₹ excluding GST)	Rate per STP Audit (₹ including GST)
1.	Compliance audit of Sewage Treatment Plant (STP) as per scope of work defined in RFP	Up to 0.10 MLD	1		
2.		> 0.10 MLD and <= 0.20 MLD	1		
3.		> 0.20 MLD and <= 0.50 MLD	1		
4.		> 0.50 MLD and <= 1.00 MLD	1		
5.		Above 1.00 MLD	1		
Total					

Table - 15

Note:

1. Total cost shall be used for evaluation of financial proposal, empanelment and payment
2. The Bidder shall provision for all costs required for the entire duration of the contract. MPCB shall not be liable to pay any additional costs, apart from that mentioned in the table above.
3. The rate quoted by bidder shall include all costs associated with fulfilling the project deliverables, Out of Pocket Expenses including Transport to site, Lodging, Boarding, Food, Insurance (if any), sample collection and analysis, report generation, compliance audit and report submission, etc. MPCB shall not pay any additional cost to bidder.
4. All costs shall remain valid for the entire duration of the contract and thereafter extensions if any.
5. All factor/services/components need to be taken into consideration before filling rate in the Financial Proposal Format. No changes will be entertained once the bid has been submitted. MPCB does not guarantee empanelment for the bids submitted.
6. All the prices are to be entered in Indian Rupees only.
7. The quoted rates shall be inclusive of all taxes and excluding GST. GST shall be paid as actual at prevailing rates by MPCB after awarding the STP audit contract to the empanelled agency at the time of releasing the payments.
8. Bids not conforming to the formats and these instructions, the Bids will be considered as invalid / non-responsive. MPCB's decision will be final in such case.

9. Bidders are required to submit their Financial Bids online only in the online Commercial Bid format.
10. A copy of Commercial Bid shall be printed on Letterhead of the Bidder and uploaded on Mahatender portal in .pdf format.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory:

Name of Firm:

Annexure 14 Draft Conditions of Contract

(On the non-judicial stamp paper of ₹ 500/- to be signed after onboarding of the bidders)

This Agreement made and entered into at Mumbai on _____ 2025 between the, Maharashtra Pollution Control Board, with its Head Office at Kalpataru Point, 3rd & 4th floor, Opp. PVR Cinema, Near Sion Circle, Sion (E), Mumbai - 400022 (hereinafter referred to as the "Purchaser" / "USER", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) as party of the First Part

And

_____ (name of the Empaneled Agency), having its registered Office at _____ (registered address of the Empaneled Agency), hereinafter referred as the "Empaneled Agency" or "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) as party of the Second Part

In this Agreement, MPCB / User and Empaneled Agency are referred to individually as "a Party" and collectively as "the Parties"

1. PREAMBLE

WHEREAS The "Purchaser" is a statutory body incorporated under the Ministry of Environment & Forests, Government of Maharashtra

AND WHEREAS the Service Provider is _____ (name of the Selected Bidder)

AND WHEREAS MPCB had floated a **Request for Proposal (RFP) for Empanelment of Agencies for conducting third party audit services for STPs located in Maharashtra** (name of the project).

AND WHEREAS the Service Provider, in response to this RFP, submitted to MPCB a proposal and offered to undertake the work as per the Scope of Work defined in the RFP. MPCB has examined the proposal submitted by the Empaneled Agency and has found the same to be in order and in conformity with the parameters specified in the Request for Proposal (RFP) document.

AND WHEREAS MPCB has agreed to grant the Agreement to the Empaneled Agency under this Agreement to provide the aforementioned work as per the Scope of Work defined in the RFP starting from the _____ 2025, on the terms and conditions contained hereinafter.

AND WHEREAS The Service Provider has agreed to **RFP for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) located in Maharashtra** as per the terms and conditions specified by Empaneled Agency in the Proposal

submitted in response to the RFP and neither Party shall be responsible for contributing any monies / services other than those specifically contained in this Agreement.

The following documents are and shall be deemed to form part of this Contract Agreement and shall be read and construed to be part of this Contract Agreement as if they were incorporated in this Contract Agreement:

- i. RFP document having RFP Reference No: _____ dated _____ 2025
- ii. Published Corrigendum associated with the RFP mentioned in point no. i. above
- iii. Pre-bid queries clarifications
- iv. Bid documents submitted by the Empanelled Agency
- v. Work Order Reference No. MPCB _____ Dated _____ 2025
- vi. All the terms and conditions of the RFP
- vii. Project Agreement compliance documents / receipts / certificates / PBG
- viii. This Contract Agreement signed and accepted by both the parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions set forth herein, it is agreed by and between the parties hereto as follows:

2. DEFINITIONS AND INTERPRETATIONS

For purposes of this Agreement (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

Definitions:

- a. **"Agreement Date"** shall mean the date of signing of this Agreement.
- b. **"Authority/Corporation"** shall mean means Maharashtra Pollution Control Board (MPCB).
- c. **"Bid / Proposal"** shall mean This means the documents in their entirety comprising of the pre-qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Service Provider, in response to the RFP, and accepted by MPCB.
- d. **"Business Day"** shall mean any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
- e. **"Contract/Agreement"** This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
- f. **"Contract / Agreement Period"** The time period for completion of the entire project scope of work starting from signing of Agreement till specific duration mentioned defined in the agreement i.e., Three (03) years from the date of this agreement. This Agreement shall remain valid for any extension given by MPCB.
- g. **"Day"** shall mean a period of Twenty-Four (24) hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
- h. **"Deliverables"** shall mean the services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP.

- i. **"Financial Year"** Shall mean a Financial Year period starting from 1st April and ending on 31st March of the respective year.
- j. **"Force Majeure Event"** shall mean such event as described in Clause 29 of this Agreement.
- k. **"Month and Year"** shall mean all dates calculated according to the Gregorian calendar.
- l. **"Non- compliance"** Failure / refusal to comply to the terms and conditions of the Agreement.
- m. **"Premises/Site"** shall mean the land or building provided by MPCB to the Empaneled Agency.
- n. **"Project"** shall mean auditing of STPs across Maharashtra for MPCB.
- o. **"Proposal"** means the bid submitted by the Empaneled Agency along with the terms and conditions, in response to the RFP.
- p. **"Quarter"** shall mean a period of three months starting from the 1st Day of April and such blocks of three months thereafter.
- q. **"Total Contract Value/ Contract Value"** shall mean Value (Exclusive of all taxes, levies, and duties) finally agreed between MPCB and the Empaneled Agency and further negotiated for the delivery of Services.
- r. **"Writing"** shall mean any handwritten, typewritten, or printed communication including telex, cable, and E-mail.
- s. **"Working Day"** shall mean the normal working day for MPCB from 9.45 a.m. to 6.15 p.m. except on Sundays and other holidays on which days MPCB offices are closed.

"Interpretations:

In this Contract Agreement unless a contrary intention is evident:

- 1. The clause headings are for convenient reference only and do not form part of this Agreement.
- 2. Unless otherwise specified a reference to a clause number is a reference to all its sub-clauses.
- 3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub- clause or section of this Agreement including any amendments or modifications to the same from time to time.
- 4. A word in the singular includes the plural and a word in the plural includes the singular.
- 5. A word importing a gender includes any other gender.
- 6. A reference to a person includes a partnership and a body corporate.
- 7. A reference to legislation includes legislation repealing, replacing, or amending that legislation.
- 8. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- 9. In the event of an inconsistency between the terms of this Agreement and the RFP and the Bid, the terms hereof shall prevail.

3. EMPANELMENT CONTRACT

In consideration of MPCB agreeing to pay the amount of ₹ (**Indian RupeesOnly.**) per STP audit exclusive of current applicable GST at the time of billing, as per the payment terms that will be specified in the Work Order allotted. The Empaneled Agency agrees to complete the project deliverables as defined in this RFP and subject to the provisions of this Agreement, MPCB grants to the Empaneled Agency the eligibility to work with MPCB to deliver STP audit services at the unit STP audit rate accepted by Empaneled Agency based on allotment of STP audit work.

4. PERFORMANCE BANK GUARANTEE

- a. The Performance Bank Guarantee will be retained by MPCB until the period mentioned in the clause above and be released thereafter. The Empanelled Agency shall be required to submit a request in writing to MPCB for the return of Performance Security. On receipt of such letter, MPCB shall process the request within Thirty (30) days and return the Performance Bank Guarantee upon being satisfied that there have been no due performance obligations on the part of the Empanelled Agency under this Agreement. However, no interest shall be payable on the Performance Bank Guarantee.
- b. The Performance Bank Guarantee may be invoked on violation of any of the conditions given below:
 - The Empanelled Agency is not able to deliver services as per KPIs as set out in the Agreement.
 - The Empanelled Agency or its employee(s) is/are involved in any unlawful activity during its engagement with MPCB.
 - In case the Empanelled Agency fails to comply with approved Exit Management.

5. AGREEMENT PERIOD

The period starts from the date of signing of this agreement by both the parties. The agreement is valid for a period of Three (03) years from the date of signing of this agreement to cover the activities mentioned in Scope of Work of the RFP.

6. PAYMENT AND PAYMENT TERMS

The payment terms shall be as per **Section 5: Payment Terms** of the RFP.

7. KEY PERFORMANCE INDICATORS AND PENALTIES

- a. Unless specified by MPCB to the contrary, the Empanelled Agency shall perform the Services and carry out the Scope of Work in accordance with the terms of this Agreement.
- b. If the Agreement include more than one document, then unless MPCB specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- c. MPCB reserves the right to amend any of the terms and conditions in relation to the Agreement and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.
- d. The date of delivery of the audit services stipulated in the acceptance of Work Order/ RFP

shall be the essence of the Agreement and delivery shall be completed no later than the dates specified therein. Extension of time shall only be granted if MPCB is convinced about the cause stated by the Service Provider, or the cause of the delay is not in the control of the Service Provider. Detailed KPIs are mentioned in Section 6 of the RFP.

8. COMMENCEMENT And PROGRESS

The Empaneled Agency(ies) shall commence the performance of its obligations in a manner as specified in the Scope of Work.

- a. The Empanelled Agency(ies) shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Agreement.
- b. The Empanelled Agency(ies) shall be responsible for and shall ensure that all activities / services are performed in accordance with the Agreement, Scope of Work and that the Service Provider's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- c. The Empanelled Agency(ies) shall perform the activities / services and carry out its obligations under the Agreement with due diligence and efficiency. The Service Provider shall always act, in respect of any matter relating to this Agreement, as faithful advisors to MPCB and shall, at all times, support and safeguard MPCB's legitimate interests in any dealings with Third parties.

9. TRADEMARKS, PUBLICITY

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Neither Party shall publish nor permit to publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration, or any other material of whatever kind relating to this Agreement, the KPI, or the business of the Parties without prior reference to and approval in writing from the other Party.

10. ETHICS

The Empaneled Agency(ies) represents, warrants, and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or Board, or its nominated agencies in connection with this Project and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of MPCB standard policies and may result in cancellation of this Agreement.

11. INDEMNIFICATION

The Empaneled Agency(ies) shall indemnify the MPCB against the all actions, suits, claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Empaneled Agency(ies) in the execution of or in the connection with the work of this Agreement and against lose or damage to the MPCB in consequences of any action or suit being brought against the Empaneled Agency(ies) anything done or omitted to be done in execution of the work of this Agreement.

12. MPCB's OBLIGATIONS

- a. MPCB nominated representative shall act as the nodal point for implementation of the Agreement and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Empanelled Agency(ies).
- b. MPCB shall ensure that timely approval is provided to the Empanelled Agency(ies) as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this Agreement.
- c. MPCB's representative shall interface with the Empanelled Agency(ies), to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Agreement. MPCB shall provide adequate cooperation in providing details, coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of MPCB is proper and necessary.
- d. MPCB may provide on the Empanelled Agency(ies)'s request, particulars/ information/ or documentation that may be required by the Empanelled Agency(ies) for proper planning and execution of work and for providing services covered under this Agreement and for which the Empanelled Agency(ies) may have to coordinate with respective vendors.
- e. MPCB may provide to the Empanelled Agency(ies), sitting space and basic infrastructure at their office location (if required).

13. Default and Termination

13.1 Events of default by the Service Provider

The failure on the part of the Empaneled Agency(ies) to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an “**Event of Default**” on the part of the Empaneled Agency(ies). The events of default as mentioned above may include inter-alia the following:

- a. The Empanelled Agency(ies) or its team has failed to perform any instructions or directives issued by MPCB which it deems proper and necessary to execute the scope of work or provide services under the Agreement, or.
- b. The Empanelled Agency(ies) or its team has failed to confirm / adhere to any of the key performance indicators as laid down in the KPIs, or if the Empanelled Agency(ies) has fallen short of matching such standards / benchmarks / targets as MPCB may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Agreement. The above-mentioned failure on the part of the Empanelled Agency(ies) may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by MPCB.
- c. The Service Provider has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by MPCB, despite being served with a default notice which laid down the specific deviance on the part of the Empanelled Agency(ies)'s team to comply with any stipulations or standards as laid down by MPCB; or
- d. The Empanelled Agency(ies)'s team has failed to adhere to any amended direction, instruction, modification or clarification as issued by MPCB during the term of this Agreement and which

MPCB deems proper and necessary for the execution of the scope of work under this Agreement.

- e. The Empanelled Agency(ies)'s Team has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Bid, the Tender, and this Agreement.
- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Empanelled Agency(ies).
- g. The Empanelled Agency(ies)'s Team has failed to comply with or is in breach or contravention of any applicable laws.
- h. The Empanelled Agency(ies)'s team are involved in fraud/wilful misconduct.
- i. Where there has been an occurrence of such defaults inter alia as stated above, MPCB shall issue a notice of default to the Empanelled Agency(ies), setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Thirty (30) days to enable such 'Defaulting Party' to remedy the default committed.
- j. Where despite the issuance of a default notice to the Empanelled Agency(ies) by MPCB, the Empanelled Agency(ies) fails to remedy the default to the satisfaction of MPCB, MPCB may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to MPCB including immediate termination of contract agreement. In such a case the Performance Security shall be forfeited by MPCB and outstanding payments, if any shall be made to the extent for the services found acceptable and satisfaction of MPCB.

13.2 Consequences of Default

Where an event of default subsists or remains uncured, MPCB shall be entitled to:

- a. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and services which the Empanelled Agency(ies) shall be obliged to comply with which may include re-determination of the consideration payable to the Empanelled Agency(ies). The Empanelled Agency(ies) shall in addition take all available steps to minimize loss resulting from such event of default.
- b. Suspend all payments to the Empanelled Agency(ies) under the Agreement by a written notice of suspension to the Empanelled Agency(ies), provided that such notice of suspension:
 - i. Shall specify the nature of the failure; and
 - ii. Shall request the Empanelled Agency(ies) to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Empanelled Agency(ies).
- c. Any decision taken by Hon'ble Member Secretary, MPCB shall be final and binding on the Empanelled Agency(ies).

14. AUDIT, ACCESS, AND REPORTING

a. Purpose

- i. This clause details the audit, access, and reporting rights of MPCB and the respective obligations of Empanelled Agency(ies) under the contractual terms of execution of Scope of Work and KPIs Management.
- ii. MPCB may engage a suitable, neutral, and technically competent third-party agency or agencies for conducting audit and certification, upon intimation by the Empanelled Agency(ies) that the audit task is complete.
- iii. The Empanelled Agency(ies) being notified of any deviations from the agencies nominated by MPCB regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.
- iv. All the cost for third party agencies involved if any will be borne by the Empanelled Agency(ies).

b. Notice and Timing

- i. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the project execution in accordance with such agreed timetable and shall not be required to give the Empanelled Agency(ies) any further notice of carrying out such audits. The cost of third-party audits has to be borne by the Empanelled Agency(ies).
- ii. The MPCB or its nominated agencies may conduct non-timetabled audits pertaining to the project at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Empanelled Agency(ies), a security violation, or breach of confidentiality obligations by the Empanelled Agency(ies), provided that the requirement for such an audit is notified in writing to the Empanelled Agency(ies) a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Empanelled Agency(ies) considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure.
- iii. The frequency of audits shall be decided by MPCB.
- iv. In addition to the above, there will be audits conducted by statutory bodies (e.g., CAG) as and when they are required to do it. Notwithstanding any condition given in the Agreement, the Empanelled Agency(ies) will have to provide these statutory bodies access to all the facilities, infrastructure, documents, and artefacts of the Project as required by them and approved by MPCB, in writing.
- v. The audit and access rights contained shall survive the termination or expiration of the Agreement.

c. Access

- i. The Empanelled Agency(ies) shall provide MPCB access to documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
- ii. MPCB shall have the right to copy and retain copies of any relevant records. The Empanelled Agency(ies) shall co- operate with MPCB in effecting the audits and providing necessary information.

15. CORRUPT OR FRAUDULENT PRACTICES

MPCB requires that Empanelled Agency(ies) under Agreement, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of this policy MPCB. Defines, for the purposes of this provision, the terms set forth below as follows:

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Agreement execution; and
- b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of an Agreement.
- c. Will reject a proposal for award if it determines that Empanelled Agency(ies) recommended for award has engaged in corrupt or fraudulent practices in competing for the Agreement in question.
- d. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an Agreement if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an Agreement.

16. LICENSE

In case any software is required for successful execution of project, the Empanelled Agency(ies) shall have to bear software license cost, if any for fulfilment of the requirement of the project.

17. RISK AND COST

- a. In case, the Empanelled Agency(ies) fails to provide the services as mentioned in the RFP, MPCB reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of the Empanelled Agency(ies).
- b. If it is observed that the Empanelled Agency(ies) carrying out the work fails to comply with instructions given by the MPCB authorities during execution of work twice, the work will be carried out at the risk and cost of the Agreement and penal action will be taken against them. The above condition will be in addition to the relevant condition in this Agreement regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the Empanelled Agency(ies) relating to any matter arising out of the Agreement.

18. CONFLICT OF INTEREST

The Empaneled Agency(ies) shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Applicant or any prospective sub-contractor due to prior, current, or proposed contracts, engagements, or affiliations with MPCB. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Empaneled Agency(ies) to complete the requirements as given in the application document.

The Empaneled Agency(ies) must not test any sample in their own laboratory. In the event of identification of such conflict, the Empanelment contract with the agency shall be terminated.

19. CONFIDENTIALITY

- a. The Empanelled Agency(ies) will be exposed, by virtue of the agreed activities as per the application document, to internal business information of MPCB and other Government Departments. The Empanelled Agency(ies) would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The Empanelled Agency(ies) must safeguard the confidentiality of the MPCB's and Government Department's business information, applications, and data. For this, the Empanelled Agency(ies) is required to sign Non-Disclosure Agreement with MPCB as per Format provided in the RFP (on the stamp paper of ₹ 500/- duly attested by notary public).
- b. Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the Agreement. MPCB may apart from blacklisting the Empanelled Agency(ies), initiate legal action against the Empanelled Agency(ies) for breach of trust. The Empanelled Agency(ies) shall also not make any news release, public announcements or any other reference on application document or contract agreement without obtaining prior written consent from MPCB.
- c. The Empanelled Agency(ies) shall use reasonable care to protect confidential information from unauthorised disclosure and use.

20. ARBITRATION

If, due to unforeseen reasons, problems arise during the progress of the project execution leading to disagreement between MPCB and the Empaneled Agency(ies), the latter shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute through the two-Tier Committee formed by MPCB, the dispute/claim etc. relating to the contract/engagement shall be referred to the Hon'ble member secretary of MPCB whose decision shall be final and binding on both the parties.

21. HANDLING OF SERVICE PROVIDER GRIEVANCES/DISPUTE RESOLUTION

- a. To look after the grievances of the Empanelled Agency(ies), MPCB shall form a three-tier Committee comprising of:
 - Tier 1 Committee – Regional Officer, Sub-Regional Officer, AAO/Head Accountant
 - Tier 2 (EB dept.): Administrative Officer, Chief Accounts Officers, Law Officer/Office Superintendent
 - Tier 3 Committee - Member Secretary
- b. All grievances, clarifications shall be addressed to Tier 1 Committee first. In case of no satisfactory resolution, it shall be passed on to Tier 2 Committee.
- c. In case no satisfactory resolution is received by the Empanelled Agency(ies) through the two-Tier Committee, the matter shall be taken up with Hon'ble Member Secretary, MPCB. The decision of Hon'ble Member Secretary in this regard shall be final and binding.

22. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of Mumbai, India.

23. LIMITATION OF LIABILITY

- a. The liability of the Empanelled Agency(ies) (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value. The liability cap given under this Clause shall not be applicable to the indemnification obligations.
- b. In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
- c. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this contract by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

24. VARIATION IN AGREEMENT QUANTITY AND ITS PAYMENT

- a. Modification to Agreement to be in writing: In the event of any of the provisions of the Agreement requiring to be modified after the Agreement documents have been signed, modifications shall be made in writing and signed by both the Empanelled Agency(ies) and MPCB.
- b. Powers of Modification to Agreement: MPCB shall be entitled by order in writing to enlarge or extend, diminish, or reduce scope.

25. EXTENSION OF TIMELINES

As soon as it is apparent that the Agreement dates cannot be adhered to, an application shall be sent by the Empaneled Agency(ies) to MPCB. If failure, on the part of the Empaneled Agency(ies), to complete scope of work as per timelines shall have arisen from any cause which MPCB may admit as reasonable ground for an extension of the time, MPCB may allow such additional time as it considers to be justified by circumstances.

26. RELATIONSHIPS

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “MPCB” and the “Empanelled Agency(ies)”. No partnership shall be constituted between MPCB and the Empanelled Agency(ies) by virtue of this contract nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other partnership has been constituted, or that it has any such power. The Empanelled Agency(ies) shall be fully responsible for the services performed by them or on their behalf.

Neither party shall use the other parties name or any service or proprietary name, mark, or logo of the other party for promotional purpose without first having obtained the other party's prior written approval.

27. TERMINATION

a. Termination by MPCB

- i. MPCB may, without prejudice to any other remedy for breach of Agreement, terminate the Agreement in case of the occurrence of any of the events mentioned in *clause 27 sub-clause c*. In such an occurrence, MPCB shall give not less than Fifteen (15) days' written notice of termination to the Empanelled Agency(ies).
- ii. If the Empanelled Agency(ies) does not remedy a failure in the performance of its obligations under the Contract, within Fifteen (15) days after being notified or within any further period as MPCB may have subsequently approved in writing.
- iii. If the Empanelled Agency(ies) becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- iv. If the Empanelled Agency(ies), in the judgment of MPCB, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- v. If the Empanelled Agency(ies) submits to the MPCB a false statement which has a material effect on the rights, obligations, or interests of MPCB.
- vi. If the Empanelled Agency(ies) places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MPCB.
- vii. If the Empanelled Agency(ies) fails to provide the quality services as envisaged under this Contract, MPCB may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MPCB may decide to give one chance to the Service Provider to improve the quality of the services.

- viii. If the Empanelled Agency(ies) fails to comply with any final decision reached as a result of arbitration proceedings.
- ix. If the Empanelled Agency(ies) fails to provide the quality services as envisaged under this Agreement, MPCB may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MPCB may decide to give one chance to the Service Provider to improve the quality of the services.
- x. If MPCB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- xi. In the event MPCB terminates the Contract in whole or in part, pursuant to Clause 27.c, MPCB may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Empanelled Agency(ies) shall be liable to MPCB for any additional costs for such similar services. However, the Empanelled Agency(ies) shall continue performance of the Contract to the extent not terminated.

b. Termination by the Empanelled Agency(ies)

The Empanelled Agency(ies) may terminate this Contract, by not less than Thirty (30) days' written notice to MPCB, such notice to be given after the occurrence of any of the events specified *clause 27 sub-clause c*:

- i. If, as the result of Force Majeure, the Empanelled Agency(ies) is/are unable to perform a material portion of the Services for a period of not less than Sixty (60) days.
- ii. MPCB is in material breach of its obligations pursuant to this Contract and has not remedied the same within Thirty (30) days (or such longer period as the Empanelled Agency(ies) may have subsequently approved in writing) following the receipt by MPCB of the Empanelled Agency(ies) notice specifying such breach.

c. Delays in Service Empanelled Agency(ies)'s performance

- i. If at any time during performance of the Agreement, the Empanelled Agency(ies) may encounter conditions impeding performance of the services, the Empanelled Agency(ies) shall promptly notify MPCB in writing of the facts of the delay, its likely duration and its causes.
- ii. As soon as after receipt of the Empanelled Agency(ies)'s notice, MPCB shall evaluate the situation and may at its discretion, extend the Empanelled Agency(ies)'s time for performance with or without penalty in which case the extension shall be ratified by the Empanelled Agency(ies) by amendment of the contract but in no case, extension shall be given more than one time. For avoidance of doubt, delay in performance for reasons beyond control of the Service Provider or for reasons not attributable to the Empanelled Agency(ies) or for reasons attributable to MPCB, shall not attract any penalty.

d. Payment upon Termination

Upon termination of this Contract pursuant to *clause 27 sub-clause c* the MPCB shall make the following payments to the Empanelled Agency(ies):

- i. If the Contract is terminated pursuant to *clause 27 sub-clause c*, remuneration for Services satisfactorily performed prior to the effective date of termination.
- ii. If the agreement is terminated pursuant of *clause 27 sub-clause c*. The Empanelled Agency(ies) shall not be entitled to receive any agreed payments upon termination of the contract. However, the MPCB may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the MPCB. Applicable under such circumstances, upon termination, the MPCB may also impose liquidated damages. The Empanelled Agency(ies) will be required to pay any such liquidated damages to MPCB within Thirty (30) days of termination date.

28. ASSIGNMENT AND SUBLETTING

The Empanelled Agency(ies) shall not assign/sub-contract/sublet, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the other party.

29. FORCE MAJEURE

A Force Majeure event shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and /or Political Event.

- a. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Agreement.
- b. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within Five (05) days of the occurrence of such event. MPCB will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Empanelled Agency(ies)'s Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- c. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
- d. The Empanelled Agency(ies) shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.

- e. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Empanelled Agency(ies) and not involving the Empanelled Agency(ies)’s fault or negligence and not foreseeable.
- f. Such events may include, but are not limited to:

(I) Non-Political Events:

A Non-Political Event shall mean one or more of the following acts or events:

- (i) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire, or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external).
- (ii) strikes or boycotts (other than those involving the Empanelled Agency(ies) or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of Twenty-Four (24) hours and an aggregate period exceeding Seven (07) days in Financial Year.
- (iii) any failure or delay of Empanelled Agency(ies) but only to the extent caused by another Non-Political Event which does not result in any offsetting compensation being payable to the Empanelled Agency(ies) by or on behalf of such Empanelled Agency(ies).
- (iv) any delay or failure of an overseas Empanelled Agency(ies) to deliver services in India if such delay or failure is caused outside India by any event specified in Sub clause (a) above and which does not result in any offsetting compensation being payable to or on behalf of such Empanelled Agency(ies).
- (v) any judgement or order of any court of competent jurisdiction or statutory authority made against the Empanelled Agency(ies) in any proceedings for reasons other than (i) failure of the Empanelled Agency(ies) to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights by the Authority; the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection.

(II) Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (i) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage.
- (ii) any political or economic upheaval, disturbance, movement, struggle, or similar occurrence which could not have been anticipated or foreseen by a prudent person, and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible.
- (iii) industry-wide or State-wide strikes or industrial action for a continuous period of Twenty-Four (24) hours and exceeding an aggregate period of Seven (07) days in a Financial Year.

- (iv) any civil commotion, boycott or political agitation which prevents for providing services as per scope of work or fulfilment of Maintenance Obligations by the Empanelled Agency(ies) for an aggregate period exceeding Fifteen (15) days in a Financial Year.
- (v) failure of the Authority to permit the Service Provider to continue its construction works, with or without modifications, in the event of stopping such works after discovery of any geological or archaeological finds or for any other reason.
- (vi) any Indirect Political Event that causes a Non-Political Event; or
- (vii) any event or circumstances of nature analogous to any of the foregoing.

(III) Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (i) Change in Law, wherein the provisions mentioned in the RFP cannot be applied.
 - (ii) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the entire scheme
 - (iii) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by Service Provider to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
 - (iv) Any event or circumstance of a nature analogous to any of the foregoing.
 - (v) Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lockouts, and freight embargoes.
- g. If a Force Majeure situation arises, the Empanelled Agency(ies) shall promptly notify the MPCB in writing of such conditions and the cause thereof within Twenty (20) calendar days.
- h. Unless otherwise directed by the MPCB in writing, the Empanelled Agency(ies) shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- i. If the duration of delay continues beyond a period of Three (03) months, MPCB and the Empanelled Agency(ies) shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MPCB, shall be final and binding on the Empanelled Agency(ies).

30. GOVERNANCE SCHEDULE

- a. The Empanelled Agency(ies) shall document the agreed structures in a procedural manual under the guidance and supervision of MPCB.
- b. The agenda for each project review meeting shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement

- of the Parties or at the request of either Party.
- c. Copies of the agenda for review meetings along with relevant pre-reading material, shall be distributed.
 - d. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
 - e. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information, and documents to facilitate discussions between them/their representatives or senior officers.

31. EXIT MANGEMENT

- a. The Service Provider shall decommission and withdraw all hardware and software components after the completion of the agreement period and formally close the project. This process will be initiated Six (06) months before the end of the project contract. In order to align both the parties on transition modalities, agency will submit a detailed Exit Management Plan before Three (03) months of the ending date of the contract. Exit Management Plan will include the following but not limited to:
 - i. Detailed inventory of all the assets, IT Infrastructure, source code, its location, condition, licenses, documents, manuals, etc. created under this Project.
 - ii. Method of transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
 - iii. Proposal for necessary setup or institution structure required at MPCB level to effectively maintain the project after Agreement ending.
 - iv. Training and handholding of MPCB Staff or designated officers for maintenance of project if any after Agreement ending.
- b. The Empanelled Agency(ies) may be requested to give handover to the other party / new agency or the Empanelled Agency(ies) as per the MPCB's discretion.
- c. MPCB will approve this plan after necessary consultation and start preparation for transition.

32. AGREEMENT LANGUAGE AND LAW

- a. The Agreement Documents shall be drawn in English Language and all correspondence drawings and documents and any written matter relating to the Agreement shall be in English only.
- b. The Agreement shall be governed by and construed in accordance with the Laws of India. No suit or other proceeding relating to the Agreement shall be filed or taken by the Empanelled Agency(ies) or MPCB in any Court of Law before exhausting the mechanism of Arbitration.

33. ADDRESSES FOR CORRESPONDENCE

All and any notices required or permitted to the Parties hereto pursuant to this understanding shall be sent to the said Party at the address or to such other address as such party shall designate in writing for that purpose to the other Party by Registered Post.

34. INCLUSIVITY OF CONTRACT

This agreement shall be read along with its Annexures, the terms and conditions set out in the RFP No. _____, dated _____ 2025 and its corrigenda, Work Order No. MPCB/...../2025/....., dated _____ 2025, and inclusive of all consequent communications through letters, emails and clarifications which shall hold good during the period of this agreement.

In WITNESS whereof the said Empanelled Agency and MPCB hereby affix their hand and seal thereto on the day and year first written above.

For Service Provider:

M/s.(name and address of the Selected Bidder)

For Purchaser

**Maharashtra Pollution Control Board
Kalpataru Point, Opp. PVR Cinema,
Near Sion Circle, Sion (E), Mumbai 400022**

User

Name

Maharashtra Pollution Control Board

Signature

Signature of Board's Authorized

Representative with Seal

Service Provider

Name

M/s.(name of the
Selected Bidder)

Signature of Authorized

Representative with Seal

Signature

Signed, Sealed and Delivered by the said

(For the Board) in the presence of

Signed, Sealed and Delivered by the said

Attached:

Annexure-1: Price Schedule

Annexure-2: Scope of Work

Annexure-3: Non-Disclosure Agreement

Note:

1. The stamp duty payable for the contract shall be borne by the Selected Bidder.
2. The above Draft Agreement is only indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by MPCB after final selection of the Successful Bidder.

Annexure 15 Non-Disclosure Agreement

(On non-judicial stamp paper of ₹ 500 duly attested by notary public)

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, Maharashtra Pollution Control Board on the one, (hereinafter called the “MPCB”) and, on the other hand, [Name of the Bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

1. The “MPCB” has issued a public notice inviting various organizations for **Proposal for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) located in Maharashtra.** (Hereinafter called the “Project”).
2. The Bidder, having represented to the “MPCB” that it is interested to bid for the proposed Project,
3. The MPCB and the Bidder agree as follows:
 - a) In connection with the “Project”, the MPCB agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MPCB operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall:
 - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information.
 - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information.
 - iii. use the information only as needed for the purpose of bidding for the Project.
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and undertake to document the number of copies it makes.
 - v. on completion of the bidding process and in case unsuccessful, promptly return to the MPCB, all information in a tangible form or destroy such information.
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
 - i. was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
 - ii. is or becomes publicly known through no wrongful act of the Bidder; or
 - iii. is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the MPCB to the Bidder.
6. MPCB will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. MPCB reserves the right to share the information received from the bidder under the ambit of RTI Act.

8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the MPCB to the Bidder, the MPCB shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the MPCB is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the MPCB on any copy of the information and shall reproduce any such mark or notice on all copies of such information.
9. This Agreement shall be effective from the date of signing of this Agreement and shall continue perpetually.
10. Upon written demand of the MPCB, the Bidder shall:
 - i. cease using the information,
 - ii. return the information and all copies, notes or extracts thereof to the MPCB forthwith after receipt of notice, and
 - iii. upon request of the MPCB, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the MPCB and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. Confidential information is provided "As-Is". In no event shall the MPCB be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the MPCB and the Bidder and their respective subsidiaries, affiliate, successors, and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address

Annexure 16 Format for Performance Bank Guarantee

(to be Submitted After Award of Contract)

Form of Bid Security (Bank Guarantee)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

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

Whereas <<name of the Service Provider and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for the **RFP for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) located in Maharashtra** (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the Bidder shall furnish a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the Service Provider such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of ₹ <Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of ₹ <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>).

Notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed ₹ <Insert Value> (Rupees <Insert Value in Words> only).
- This bank guarantee shall be valid up to <Insert Expiry Date>)

- It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Dated _____ Day of _____ 2025

For

(Indicate the name of the Bank)

Annexure 17 Format of sending pre-bid queries

(All queries for the pre-bid meeting needs to be submitted in **editable excel format** only)

DD/MM/YYYY

To,

The Member Secretary,

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor,

Opp. PVR Cinema, Sion Circle, Sion,

Mumbai-400 022

Subject: Request for Proposal for Empanelment of Agencies for conducting third party audit services for Sewage Treatment Plants (STPs) and located in Maharashtra

Ref: RFP Ref. number:

Bidder's Request for Clarification			
Name and complete official address of Organization submitting query / request for clarification		Telephone, and E-mail of the organization Tel: Email:	
Sr. No.	Clause & Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1			
2			

Table - 16

Signature :

Name of the Authorized signatory :

Company seal :

Annexure 18 Checklist of parameters to be analyzed for STP

All the STPs shall be further analysed through the inlet and outlet samples as per the Sewage treatment standards prescribed by Environment Protection Act (EPA) 1986 for the following parameters given below:

Sr. No.	Parameters	Standards prescribed by Board
	Compulsory Parameters	Limiting concentration in mg/l, except for p^H
1.	p ^H	6.5- 8.5
2.	BOD (3 days 27°C)	Not to exceed 10.0 mg/l
3.	COD	Not to exceed 50.0 mg/l
4.	TSS	Not to exceed 10.0 mg/l
5.	NH ₄ -N	Not to exceed 5.0 mg/l
6.	N-Total	Not to exceed 10.0 mg/l
7.	Faecal Coliform – Most Probable Number (MPN)/100ml	Not to exceed 230 per 100 ml
8.	PO ₄ -P	Not to exceed 2.0 mg/l

Table - 17

Annexure 19 Format for Reporting on STP performance

The Empaneled Agency(ies) shall be responsible for performing sampling of the STP during the audit period and provide results in the following format. Based on the values of analysis, detailed interference should be explained in the report to be submitted to MPCB.

STP Name and Address:

Location :

Designed Capacity/day:

Actual treatment/day :

Date of Inspection :

Unit size and loading on main treatment units at full load condition:

Treatment Unit	Number/ Size	HRT/SOR/ Loading
Grit Chambers		
Primary Clarifiers		
Aeration Tanks		
Final Clarifiers		

Table – 18

Results of Analysis of grab samples after different stages of treatment:

Name of STP	Frequency of sampling	Date of Measurement	Parameters to be measured. Note: All the values are to be in mg/l except p ^H . The FC values are in MPN/100ml.							
			pH	BOD	COD	TSS	NH ₄ – N	N- Total	FC	PO ₄ -P
-----	Daily/weekly/etc.									

-----	INLET	DD/MM/YYYY								

-----	OUTLET	DD/MM/YYYY								

Table - 19

Remarks:

-----End of Document-----