



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

Request for Proposal
For

Procurement and Comprehensive Annual Maintenance of
Six (06) Gas Chromatograph - Mass Spectrometers for
MPCB

RFP Reference No: MPCB/PSO/INST-02/25

Date of Publish: 16/04/2025

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

ISSUED BY:

THE MEMBER SECRETARY,
MAHARASHTRA POLLUTION CONTROL BOARD,
KALPATARU POINT, 3rd FLOOR, OPP. PVR CINEMA,
SION CIRCLE, SION,
MUMBAI-400 022

Tel: +91 22 2401 4701 / 2402 4068

Website: <https://mpcb.gov.in>

Email ID: ps@mpcb.gov.in

TABLE OF CONTENTS

DISCLAIMER	5
ABBREVIATIONS	6
KEY TERMS- DEFINITION	9
NOTICE FOR REQUEST FOR PROPOSAL	11
SECTION 1: LETTER OF INVITATION	15
1.1 Background.....	15
1.2 Purpose.....	15
SECTION 2: INSTRUCTIONS TO BIDDERS	16
2.1 Consortium / Sub-contracting	16
2.2 Conflict of Interest	16
2.3 Completeness of Response	17
2.4 Proposal Preparation Costs	17
2.5 Bidder Inquiries	17
2.6 Amendment of RFP Document.....	17
2.7 Supplementary Information to the RFP	18
2.8 MPCB's right to terminate the process.....	18
2.9 MPCB's Right to accept / reject any Bid.....	18
2.10 Earnest Money Deposit (EMD)	18
2.11 Authentication of Bid.....	19
2.12 Language of Bid.....	19
2.13 Patent Claim.....	19
2.14 Bid Submission Format.....	19
2.15 Preparation of Proposal.....	19
2.16 Bid Submission Instructions	21
2.17 Late Proposal and Proposal Validity Period	22
2.18 Modification and Withdrawal of Proposals	23
2.19 Non-conforming Proposals	23
2.20 Acknowledgement of Understanding of Terms	23
2.21 Bid Opening.....	23
2.22 Failure to agree with the Terms and Conditions of the RFP / Contract.....	24
2.23 Performance Bank Guarantee (Security Deposit).....	24
2.24 Bid Prices.....	25
2.25 Bid Currency.....	25
2.26 Correction of errors.....	25
2.27 Corrections to Arithmetic errors	25

2.28	Disqualification.....	25
2.29	Tendering Under Different Names	26
2.30	Miscellaneous Provisions.....	26
SECTION 3: PRE-QUALIFICATION CRITERIA AND TECHNICAL EVALUATION		28
3.1	Pre-Qualification Criteria.....	28
3.2	Evaluation of Pre-Qualification Proposal	30
3.3	Bid Evaluation	30
3.4	Award of Contract.....	31
3.5	Issuance of Purchase Order.....	31
3.6	Signing of Contract Agreement	32
SECTION 4: SCOPE OF WORK.....		33
4.1	Technical Specifications	33
4.1.1	Gas Chromatograph - Mass Spectrometers (GC-MS (Triple Quadrupole))	33
4.2	Delivery of the instruments at MPCB Laboratories across Maharashtra.....	36
4.3	Site Preparation, Installation & Demonstration	37
4.4	Testing and operational acceptance	37
4.5	Training and Calibration	38
4.6	Defective Equipment	38
4.7	Delivery Schedule.....	39
4.8	Comprehensive Annual Maintenance Contract (CAMC)	40
SECTION 5: PAYMENT TERMS		42
5.1	Payment Terms	42
5.2	Other Terms and Conditions	45
SECTION 6: KPI and Penalty		46
6.1	Penalties / KPIs	46
SECTION 7: ANNEXURES		48
Checklist for documents to be included in the Pre-Qualification		49
Annexure 1 Pre-Qualification Cover Letter.....		52
Annexure 2 Bidder's and Bidding Firms Particulars		54
Annexure 3 Financial Declaration of Bidder		55
Annexure 4 Project Citation.....		57
Annexure 5 Format for Self-Declaration		58
Annexure 6 Manufacturer's Declaration about 100% compliance to minimum technical specifications		59
Annexure 7 MAF Manufacturer's Authorization form.....		60
Annexure 8 Compliance Declaration for Technical Specifications		62
Annexure 9 Undertaking for After Sales Support Office in Maharashtra.....		66

Annexure 10 Declaration by the Bidder for not being Blacklisted /Debarred	67
Annexure 11 Power of Attorney	68
Annexure 12 Financial Proposal Cover Letter.....	69
Annexure 13 Format for Financial Bid	71
Annexure 14 Draft Conditions of Contract.....	73
Annexure 15 Format for Performance Security Bank Guarantee	92
Annexure 16 Format of sending pre-bid queries.....	94
Annexure 17 Template for Consignment Receipt Certificate.....	95
Annexure 18 Template for Final Acceptance Certificate	96

DISCLAIMER

This Request for Proposal (RFP) for “**Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph- Mass Spectrometers for MPCB**” (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 on 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 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 Successful Bidder 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
μ/sec	Micro / seconds
μl	Microlitre
AFC	Advanced Flow Control
amu	Atomic mass unit
As	Arsenic
Ar	Argon
AU	Audio Units
CAMC	Comprehensive Annual Maintenance Contract
CCD	Charge-coupled Device
CD-ROM	Compact Disk- Read Only Memory
CID	Charge Injection Device
CPC	Central Purchase Committee
DSC	Digital Signature Certificate
DVD	Digital Video Disk
EI	Electron Ionization
EMD	Earnest Money Deposit
EPC	Electronic Pressure Control
eV	Electron volt
fg	Femtogram
FLD	Fluorescence detector
GB	Gigabyte
GC-MS	Gas Chromatograph- Mass Spectrometer
GFR	General Financial Rules, 2017
GHz	Gigahertz
gm	Gram
GOM	Government of Maharashtra
GST	Goods and Services Tax
GUI	Graphical User Interface
HDD	Hard Disk Drive
HF	Hydrofluoric Acid
Hg	Mercury
HS	Headspace
Hz	Hertz
IEC	Interfering Element Corrections
KPI	Key Performance Indicator
kVA	Kilovolt-ampere
LAN	Local Area Network
LCD	Liquid Crystal Display
LED	Light Emitting Diode
LLP	Limited Liability Partnership
LOA	Letter of Acceptance

Abbreviation	Description
MAF	Manufacturer Authorization Form
MFS	Mass flow controllers
MIN/ Min	Minute
Mm	Millimetre
MPCB	Maharashtra Pollution Control Board
MRM	Multiple Reaction Monitoring
msec	Milliseconds
NEFT	National Electronic Funds Transfer
NIST	National Institute of Standards and Technology
nm	Nanometre
Nos.	Numbers
OEMs	Original Equipment Manufacturer
OFN	Octafluoronaphthalene
PAH	Polycyclic aromatic hydrocarbons
PBG	Performance Bank Guarantee
Pcs	Pieces
PDF	Portable Document Format
Pkt	Packet
PPC	Programmable Pneumatic Control
PPM	Parts Per Million
PSI	Pounds per Square Inch
PSU	Public Sector Undertaking
PTV	Programmable Temperature Vaporizer
RAM	Random Access Memory
RF	Radio Frequency
RFP	Request for Proposal
RO	Regional office
RoF	Registration of Firm
ROM	Read Only Memory
RPM	Revolutions per Minute
RSD	Relative Standard Deviation
RTGS	Real-Time Gross Settlement
Se	Selenium
SLA	Service Level Agreement
SRM	Selective Reaction Monitoring
TB	Terabyte
TCS	Tax Collected at Source
TCV	Total Contract Value
TDS	Tax Deducted at Source
TEC	Tender Evaluation Committee
TFT	Thin Film Transistor
ULB	Urban Local Body
UPS	Uninterruptible Power Supply

Abbreviation	Description
USB	Universal Serial Bus
UT	Union Territory
UV	Ultraviolet
VOC	Volatile Organic Compounds

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/ Corporation	This means Maharashtra Pollution Control Board (MPCB).
Bid / Proposal	This means the documents in their entirety comprising of the pre-qualification Proposal, Technical and Financial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MPCB.
Bidder(s)/ Agency /Supplier	Eligible, reputed, qualified entities with strong technical and financial capabilities who shall engage in supply or manufacture laboratory instruments/ equipment, undertake CAMC as per Terms and conditions mentioned in the Scope of Work of this RFP.
Bidder's Representative	The person or the person 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 the Government of Maharashtra).
Conflict of Interest	Shall have the meaning as ascribed to it 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 starting from signing of contract till specific duration mentioned defined in the RFP
Contractor/Selected Bidder/Successful Bidder	This shall mean the Successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work mentioned in the RFP.
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 a company or corporation, the power to direct the management and policies of such person by operation of law.
Damages	Shall have the meaning as ascribed to it in Clause 2.2 of this RFP;
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone,

Term	Definition
	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.
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 to carry out the Works through contractual engagement.
End of Contract	This refers to the time when the Contract Period has ended.
Final Acceptance Certificate	Final Acceptance Certificate shall be the certificate issued by the Nodal Officer post successful installation, commissioning and testing of each of the instruments at respective laboratories across Maharashtra including delivery of Training Manuals.
Letter of Award / Work Order/ Purchase Order	This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Bidder for implementation of the Project
Nodal officer(s)	Officer appointed by MPCB from the respective regional office(s) / central Laboratory/ regional laboratories of MPCB to act as single point of contact for Successful Bidder for managing all the activities including but not limited to the delivery acceptance, installation testing, commissioning, training, calibration, warranty, CAMC, coordination, etc. as mentioned in the scope of work of this RFP.
Non- compliance	Failure / refusal to comply to the terms and conditions of the proposal / Agreement.
Project	This refers to delivery, installation, testing, commissioning, training, calibration, warranty and CAMC of Six (06) Gas Chromatograph- Mass Spectrometers to be delivered at Central Laboratory at Navi Mumbai, Pune, Nagpur, Chiplun and Chandrapur Maharashtra.
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	Total Value (inclusive of all taxes, levies and duties and including GST) finally agreed between MPCB and Selected Bidder for the delivery of laboratory instruments across Maharashtra as mentioned in this RFP, which will be the maximum value payable to the Bidder for this Project.

NOTICE FOR REQUEST FOR PROPOSAL

RFP Ref. No: MPCB/PSO/INST-02/25

Date: - 17/04/2025

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph- Mass Spectrometers for MPCB**. MPCB intends to solicit technical and financial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before date mentioned in the RFP.

For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> Tender form fee payment of ₹ **23,600/- (INR Twenty-Three Thousand and Six Hundred only)** (inclusive of all taxes and non-refundable) by payment gateway online. No brokers/intermediaries shall be entertained. The MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

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

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.

Bidders are also advised to refer "Bidders Manual Kit" available at <https://mahatenders.gov.in> for further details about the e-tendering process.

Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms and conditions.

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

S. No.	Items	Description
1.	RFP Publish Date	16/04/2025
2.	Name of the Project	Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph- Mass Spectrometers for MPCB
3.	RFP Reference No.	MPCB/PSO/INST-02/25
4.	RFP Document Download	Start Date: 17/04/2025 11.00 IST End Date: 05/05/2025 17:00 IST Please visit the below mentioned e-Tendering website. https://mahatenders.gov.in
5.	Last date of submission of Pre-Bid Queries	24/04/2025 18.00 IST
6.	Pre-Bid meeting	Pre-Bid Meeting 25/04/2025 14:30 IST Pre-Bid meeting to be attended physically or virtually. Virtually through MS Teams, details shall be shared on the portal before pre-bid meeting.
7.	Details to be referred for requesting 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 Annexure 16 Format of sending pre-bid queries. The Pre-Bid queries to be sent to the Email ID: ps0@mpcb.gov.in / icclab@mpcb.gov.in
8.	Last date of Bid Submission	05/05/2025 17:00 IST
9.	Pre-qualification Proposal Opening	06/05/2025 17.30 IST
10.	Financial Bid Opening	Will be declared after technical scrutiny.
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: ps0@mpcb.gov.in
12.	Tender Fee to be paid via Online Payment Gateway mode only.	₹ 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable)
13.	Earnest Money Deposit (EMD) via online procurement portal	₹ 15,00,000/- (INR Fifteen Lakhs Only) to be paid online through e-tender portal
14.	Security Deposit / Performance Bank Guarantee (PBG)	1. Five (5%) of the Total cost incl. GST for Supply of the Six (06) Gas Chromatograph with Mass Spectrometers (GC-MS) with One Year warranty valid up to One (01) Year and Six (06) months from the date of signing the Contract Agreement.

S. No.	Items	Description
		<p>2. Five (5%) of the Total cost incl. GST valid for a period of Five (05) Years and Three (03) months including extended warranty for Two (02) Years and CAMC for Three (03) Years.</p> <p>3. PBG should be only from Nationalized / Scheduled commercial banks.</p>
15.	Signing of Contract	<p>Within Thirty (30) days after Purchase Order or as intimated by MPCB.</p> <p>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.</p>
16.	Bid Validity Period	<p>One Hundred and Eighty Days (180) days from the date of opening of Pre-Qualification bid.</p> <p>To be extended as per MPCB's instructions.</p>
17.	Contract Period	<p>Six (06) Years and Three and Half (3.5) months from the date of signing of the Contract Agreement. [Delivery + One (01) Year Warranty + Two (02) Years Extended Warranty + Three (03) Years CAMC post-warranty period]</p>
18.	Method of Selection	Least Cost Based Selection (L1 Basis)
<p>Contact Details</p> <p>The Member Secretary,</p> <p>Maharashtra Pollution Control Board, 3rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: psa@mpcb.gov.in Website: https://MPCB.maharashtra.gov.in/</p>		

Notes:

- 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.
- 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 numbers 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.
- Bidders should submit the documents related to tender online.
- Cost of tender form of ₹ 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable), should be credited into MPCB by online payment gateway, otherwise Bidders cannot participate in e-tendering.
- 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>.
- 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. Bidder should carefully note down the cut of dates for

- the carrying out each e-tendering process/activity.
7. MPCB takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point in time.
 8. In the event MPCB will not be liable and responsible for any damages 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.
 9. The Bidders must follow the timetable of 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.
 10. MPCB will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
 11. Bidder must get done all the e-tendering activities well in advance.
 12. 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 “**Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph- Mass Spectrometers for MPCB**” 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 are:

1. To plan comprehensive program for the prevention, control or abatement of pollution and secure executions thereof
2. To collect and disseminate information relating to pollution and the prevention, control, or abatement thereof.
3. To 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. To 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

Maharashtra Pollution Control Board (MPCB) is dedicated to addressing the growing need for modern, accurate, and reliable laboratory instruments that support the Board’s mission of monitoring and controlling pollution levels across the state. The procurement of analytical laboratory instruments such as Gas Chromatograph - Mass Spectrometers (GC-MS) would greatly bolster the ability of regional offices of MPCB to effectively assess environmental conditions, enforce regulations, and ensure public health and safety. This would prevent delays in testing, reporting, and compliance monitoring, thereby affecting the overall efficiency of pollution control efforts.

The RFP aims to address the increasing complexity and volume of environmental samples through procurement and maintenance of state-of-the-art analytical instruments GC-MS ensuring that MPCB is equipped with the necessary tools to carry out accurate and timely environmental testing. Through this, MPCB will be better positioned to enhance its monitoring capabilities, support regulatory activities, and achieve its environmental goals, thus contributing to sustainable development.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 Consortium / Sub-contracting

Consortium is not allowed within the scope of this RFP.

However, MPCB may consider the request of selected bidder for allowing to sub-contract the CAMC services only after reviewing the requirement. After due diligence if MPCB considers such request, the sub-contracting shall only be allowed post completion of Three (03) Years' Warranty period i.e., only for the remaining period.

Post approval by MPCB if any for sub-contracting, the Successful Bidder can subcontract the CAMC services to any third party with the understanding that there shall be no diminution in the quality or level of the services expected from the Successful Bidder and that the Successful Bidder remains fully accountable towards MPCB in respect of the services subcontracted. The Successful Bidder alone shall bear all the cost of subcontracting such services. Also, submit a sub-contract document executed by both the Successful Bidder and the sub-contractor.

MPCB shall not entertain or owe responsibility for any obligations/ liabilities towards the third-party vendor sub-contracted by Successful Bidder either on ground of delay in release of payment by MPCB towards the Successful Bidder or for any other reasons whatsoever.

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 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) a 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 bidder. 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

Bidders shall e-mail their queries to the above-mentioned e-mail ID, in the Excel format as mentioned in the **Annexure 16 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 would 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 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 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 FOR REQUEST FOR PROPOSAL" 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.
3. No interest will be paid by MPCB on the EMD amount, and it will be refunded to all Bidders (including the successful 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/her bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - In case of a successful 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 EMD, as part of this RFP, the Bidders 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 or 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 from the Bidder, which shall be submitted 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 Bid

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 successful 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 document. 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) The Bidder shall submit the Financial Proposal as per the instruction provided in this RFP.
 - b) The Bidder shall ensure not to 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 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 to 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 the cost of supply of instruments including installation, training, demonstration, warranty, CAMC, etc. The Financial Proposal shall

consider all the expenses and tax liabilities and other impositions applicable under the prevailing law except 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 attached 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 evaluation of 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 stages. Submission of bids shall be in accordance with the instructions given in the Table below:

Stages	Particulars	Instructions
Stage 1	Pre-qualification Proposal	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. Pre-Qualification Proposal shall comprise of the following: a. Checklist for Pre-Qualification Proposal along with Project citation b. Pre-Qualification documents c. Bidder and Bidding Firm Details
	Technical Proposal	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 online e-tendering website only. Technical Qualification Proposal shall comprise of the following: a. Checklist for Technical-Qualification Proposal b. Technical Qualification documents c. Project citation
Stage 2	Financial Proposal	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

Stages	Particulars	Instructions
		<p>stamped by the Authorized Representative 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 Pre-qualification / Technical Proposal. In case it is found, MPCB shall summarily reject the proposal of the said Bidder.</p>

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 Technical proposal. Any of the clarifications by the Bidder on the Technical proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the Technical proposal during the evaluation of the technical offer.
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 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 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 proposal 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-proposal (Pre-Qualification proposal) 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 and Conditions of the RFP / Contract

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

2.23 Performance Bank Guarantee (Security Deposit)

1. Performance Bank Guarantee is governed for services as follows:
 - a. The bidder shall deliver the items and carry out the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidder after completion of agency onboarding process.
2. The Successful Bidder shall deposit the Performance Bank Guarantee / Security as follows:
 - a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised / Schedule Commercial Bank, of stated value and valid for the tenure mentioned in the RFP.
 - b. The Performance Bank Guarantee should be furnished within Seven (07) Days from the date of issue of Purchase Order to the Successful Bidder.
 - c. The Performance Bank 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 successful Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - a. Any amount imposed as a fine by MPCB for irregularities Committed by the Successful Bidder for the respective project assignment.
 - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the Successful Bidder or any of his/her/their agent/ employees or staff.
 - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d. Any other outstanding amount.
4. Once the amount under this clause is debited, the Successful Bidder 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.

2.24 Bid Prices

The Bidder must quote for “**Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph- Mass Spectrometers for MPCB**” in the format given for financial bid. Validity of Bid shall be of One Hundred and Eighty Days (180) days from date of opening of Stage 1 Bid.

2.25 Bid Currency

The rates quoted shall be in Indian Rupees only.

2.26 Correction of errors

The Bidder is advised to take adequate care in 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.

2.27 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.

2.28 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 successful Bidder fails 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 Successful Bidder has given the letter of acceptance of the contract with his 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.

2.29 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 other 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.

2.30 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

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 1	<p>The Bidder as on bid date, 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 11 Power of Attorney ▪ 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 ₹ 3.00 Cr. (INR Three Crore only)</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 FY 2023-24.</p> <p>Note: Audited financial statement should match with certificate of chartered accountant. Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder.</p>
PQ 3	<p>Net-worth Criteria:</p> <p>The Bidder should have positive net worth for each of the last Three (03) audited financial Years i.e., FY 2021-22, FY 2022-23, and FY 2023-24</p> <p>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<p>Duly filled Format for Financial Years i.e. FY2021-22, FY 2022-23, and FY2023-24 to be submitted on the letterhead of the Chartered Accountant.</p> <p>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 1:</p> <p>The Bidder should have experience in supply/ manufacturing, installation, commissioning/ annual maintenance of Gas Chromatograph</p>	<p>a) Bidders shall submit a copy of the Purchase Order / Contract Agreement having the relevant scope of Work, number of instruments supplied etc.</p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
	<p>Mass Spectrometers to any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / Public Sector Undertaking (PSU)/ Government Undertaking/ Private NABL accredited Lab in India in the last Five (05) Years as on Bid submission Due date as per the following details:</p> <p>One (01) project costing at least ₹. 6.5 Cr. OR Two (02) projects each costing at least ₹ 4.70 Cr. OR Three (03) projects each costing at least ₹ 3.15 Cr.</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 OR In case of on-going project, a certificate from the client on client's letterhead mentioning the relevant scope of Work, number of instruments supplied and current status of the partially completed project.</p> <p>c) Project citation as per format in Annexure 4 Project Citation</p> <p>d) Self-Declaration as per Annexure 5 Format for Self-Declaration</p> <p>e) NABL Accreditation Certificate for Private laboratory experience</p>
PQ 5	<p>Certifications:</p> <p>OEM / authorized bidder of OEM should have valid ISO 9001: 2015 Certificate as on Bid submission Due date.</p>	<p>Copy of valid Certificate as of the date of bid submission.</p>
PQ 6	<p>Manufacturer's Authorization:</p> <p>The Bidder to submit Manufacturer Authorization Form (MAF) from the OEMs.</p>	<p>Self- Declaration should be submitted by the Original Equipment Manufacturer (OEM) for fulfilling the minimum technical specification of the product as per Annexure 6 Manufacturer's Declaration about 100% compliance to minimum technical specifications. And OEM/ Dealer of the OEM should submit Manufacturer's Authorization Form (MAF) as per Annexure 7 MAF Manufacturer's Authorization form. An OEM can issue multi MAF to their channel partners</p>
PQ 7	<p>Minimum technical specification requirements:</p> <p>The bidder must meet the minimum technical specifications mentioned in the Bid document for the instruments and other equipment involved in supply, delivery and CAMC of Gas Chromatograph - Mass Spectrometers (GC-MS).</p>	<p>Self-certification signed by the Authorized Representative on the company letterhead as per format provided in Annexure 8 Compliance Declaration for Technical Specifications of this Bid document along with other supporting documents like brochures.</p>
PQ 8	<p>After Sales Support Capability:</p> <p>The bidder shall have a functioning after sales support office in Maharashtra or shall open</p>	<p>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</p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
	office in Maharashtra within Fifteen (15) days in case of award of contract.	Bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the Bid document as per Annexure 9 Undertaking for After Sales Support Office in Maharashtra.
PQ 9	<p>Blacklisting criteria:</p> <p>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.</p>	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 10 Declaration by the Bidder for not being Blacklisted /Debarred.

3.2 Evaluation of Pre-Qualification Proposal

1. Tender Evaluation Committee (hereinafter referred to as “TEC”) shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in Section 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 Pre-Qualification proposal meets the requirements, shall be selected for the opening of their 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 Bid Evaluation

3.3.1 Overview of the Evaluation process

1. Tenders will be scrutinized by the committee formed by MPCB. This committee shall act as a Tender Evaluation Committee to evaluate the bids.
2. TEC, in consultation with professionals and technical experts, shall review the prequalification proposal of the individual Bidder to determine whether the requirements as mentioned in Sections 3.1 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification proposal meets the requirements shall be selected for the opening of the Financial proposal.
3. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
4. The Financial proposals of qualified Bidders shall be opened and reviewed to determine whether the Financial proposals are complete and as per requirements.
5. The Bidders are required to quote their fee as per the commercial bid format.

6. TEC may seek input from their professional, external experts in the Bid evaluation process.

3.3.2 Financial Evaluation

1. The Financial bid of only those bidders shall be opened who qualify against the pre-qualification criteria as mentioned in Clause 3.1 above.
2. The Bidder who quotes the lowest (L1) rate will be considered as L1 Bidder.
3. The bidders will be ranked based on their bids as per Financial bids i.e., L1 for lowest, L2 as second lowest (financial bid higher than L1), L3 as third lowest (financial bid higher than L2) and so on.
4. Bidder whose financial bid is lowest (hereby referred to as **L1 Bidder**) i.e., whose overall quote (Sum total of Part I and Part II as mentioned in the Financial bid Format) is the least shall be considered as eligible for benchmarking and taken forward for negotiation.
5. 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.
 - In case there is tie between L1 Bidders, cost will be negotiated with each bidder and the one offering lowest negotiated cost will be selected as final L1 bidder.
 - In case, either of the L1 bidder(s) refuses such allocation, L2 bidder shall be contacted to match / negotiate L1 rate, or re-tendering shall be done.
6. MPCB reserves the right to confirm the preferred Bidder as successful Bidder subject to negotiations and approval of competent authority.

3.4 Award of Contract

Post the evaluation process indicated in Section above, MPCB will award the Contract to the Successful Bidder as defined in this Bid document. The complete contract shall be awarded to the L1 Bidder as mentioned in Clause 3.3.2 of the RFP.

3.5 Issuance of Purchase Order

After selection, a Purchase Order will be issued, in duplicate, by MPCB to the Successful Bidder. The Purchase Order will be handed to the Successful Bidder or emailed or posted to the Successful Bidder's address as given in the Proposal and such handing or emailing or posting shall be deemed good service for such a notice. The Successful Bidder shall, within Seven (07) days of the receipt of the Purchase Order, sign and return the duplicate copy of the Purchase Order in acknowledgement (Letter of Acceptance, "LOA") thereof. In the event of the LOA duly signed by the Successful Bidder 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 to acknowledge the Purchase Order, and the next eligible Bidder may be considered. After the Purchase Order, security deposit to be submitted by the successful Bidder within the stipulated time mentioned in the Purchase Order, failing to do so; MPCB may take necessary actions.

After issuance of Purchase Order, the Successful Bidder shall have to submit Performance Bank Guarantee (PBG as Security Deposit) within Seven (07) days.

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 successful Purchase Order, or the Purchase Order may be cancelled and awarded to the other eligible Bidder who participated in the bid.

Additionally, non-acceptance of the Purchase Order by the Successful Bidder within the time prescribed therein shall lead to forfeiture/invocation of the Earnest Money Deposit of such Successful Bidder and thereafter, MPCB shall be free to award the Project 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.

3.6 Signing of Contract Agreement

1. The Successful Bidder shall enter into contract agreement with MPCB within Thirty (30) days from the date of issue of Purchase Order.
2. In case the agreement is not signed within the timeline mentioned above, ₹ 2000 per day penalty will be levied for each day default beyond the prescribed timelines.
3. Any expenses related to registration of Agreement shall be borne by the Successful Bidder.

SECTION 4: SCOPE OF WORK

Maharashtra Pollution Control Board (MPCB) seeks to enhance the analytical capabilities of its laboratories by procuring high-quality laboratory instruments and equipment. This Request for Proposal (RFP) aims to address the increasing complexity and volume of environmental samples through procurement and maintenance of state-of-the-art analytical instruments Six (06) Nos. of Gas Chromatograph- Mass Spectrometers (GC-MS) ensuring accurate and timely environmental testing.

The Successful Bidder will be responsible for supplying the instruments that meet the technical specifications and quality standards required for environmental monitoring and analysis and ensuring timely delivery, proper installation, and commissioning of the equipment. The Successful Bidder shall also provide a successful working demonstration to MPCB for obtaining the Final Acceptance Certificate and offering warranty, Comprehensive Annual Maintenance services for a period mentioned in this RFP.

4.1 Technical Specifications

4.1.1 Gas Chromatograph - Mass Spectrometers (GC-MS (Triple Quadrupole))

Six (06) Gas Chromatograph coupled with Triple Quadrupole Mass Spectrometer with Autoliquid sampler and dynamic headspace with Trap for environmental applications with following specifications:

S. No.	Details	Specifications
1.	GC	Microprocessor based Fast GC with EPC/ PPC/AFC, and able to support 3 inlets, 3 detectors. GC must have a colour touchscreen display with Graphical User Interface (GUI)
2.	Column Oven	Minimum two suitable capillary columns Temp. Range: Ambient +3 to 450°C Ramp rate: maximum 120°C/min or more Cooling rate: 450°C to 50°C within 3.5 min or better Should have selectable Column Cooling Rate options from fast to low Built-in oven light that facilitates column installation should be available Temperature programme ramps / holds: 20 / 21; negative ramps are allowed Should have oven power safety (power off when door is open)
3.	Split/ Splitless injector port - 1 No.	Maximum temperature: 450°C Split ratio: 7000:1 or more Pressure setting range 0–150 psi with control of 0.001psi for whole range Carrier gas Flow Control should have Constant flow, constant pressure, constant liner velocity modes Pressure program ramps: minimum 6 steps
4.	Programmable Temperature Vaporizer (PTV) injector port - 1 No.	Maximum temperature: 450 °C Split ratio: 7000:1 or more Pressure setting range 0–150 psi with control of 0.001psi for whole range Maximum temperature ramp rate at 200°C/min with 7 steps Carrier gas Flow Control should have Constant flow, constant pressure, constant liner velocity modes

S. No.	Details	Specifications
		Pressure program ramps: minimum 6 steps
5.	Auto liquid Injector	Automated liquid sampler with 150 Vials capacity Should inject sample volume 1 to 80% of syringe capacity
6.	Dynamic Headspace sampler	Headspace (HS) sampler with 70 vial capacity to be provided with compatibility with vials of 10 mL and 20 mL sizes of crimp top closure. The HS system should have 10 or better vials heated independently in overlapping mode with adjustable shaking options. It should be built with suitable trap adsorbent that allows highly sensitive analysis. Trap should be electronic cooling temperature range up to -20°C Carry over lesser than 0.001%. All temperatures should be programmable up to 300 °C or better. Vial pressurization should be fully controlled by software using a suitable Flow/pressure control system. Headspace must be configured independent channel of liquid injection module to avoid cross-contamination. should be a single operation software for both GC & HS system and switchable between static and dynamic headspace techniques through method settings. Suitable accessories for the HS connection should be included in the quote
7.	Triple Quadruple Mass Spectrometer	Ionization modes: EI & System should have dual filament with automatic filament switching. Ion Source temperature: up to 350°C Ion source should have a unique front-open chamber to allow very easy removal of the ion source box, without removing the filament or lens thus permits easiest ion source maintenance Electron energy range up to 200eV or better Mass Range: 10 to 1000 amu or better. Mass analyzer: Quadruple Analyzers, Q1 and Q3 should be of solid metal, with pre- rods/Pre-filters for matrix elimination or equivalent. Vacuum pump: Dual inlet/stage Large Turbomolecular pump (>300 L/s) Collision cell with settable up to 60 eV with monoatomic inert gas as collision gas. Mass axis stability: ±0.1 amu over 48 hours Mass resolution: 0.7 Da or better MRM/SRM speed: 800 transition / second. Dwell time: < 0.5 msec Detector: Sealed long-life electron multiplier tube; It should have Tripple Axis or overdrive lenses technology or equivalent technology to cuts out unnecessary noise components thus phenomenally improving to give highest sensitivity. The shield plates near to electron multiplier should reduce more noise and subsequently reduce the load during the trace level (ppb / ppt) analysis and improves the detector's life.

S. No.	Details	Specifications
		<p>Maximum Scan Speed 20,000 μ/sec. The system should perform high sensitivity analysis with high scanning speed i.e. without compromising the sensitivity during high scanning speed so as to give more throughput & faster analysis.</p> <p>Should have automatic Startup and Shutdown, Auto or manual tuning of instrument and Automated tuning check result.</p> <p>Detection Limit: Instrument detection limit on OFN should be 4 fg or better with the injection of 1 μl of 10 fg/μl OFN standard by statistically derived at 99 % confidence level from 8 sequential injection for MS/MS transition of m/z 272 & 222 using 30m column.</p> <p>MRM mode: Octafluoronaphthalene (OFN) 100 fg, S/N \geq 17,000 or more (with helium gas) m/z 272\rightarrow 222 using 30m column. High value of s/n will be preferable over lower value.</p> <p>EI Scan sensitivity: 1500:1 for 1pg of OFN for the mass m/z 272 using 30 m column</p> <p>Mega bore (0.53 mm & Micro bore 0.1 mm) column can be connected directly.</p> <p>Easier column swapping without any manual interference or changeover of the column with different polarities for quick method development for different types of applications should be available without breaking the vacuum.</p> <p>Measurement Mode Scan, SIM, Product ion scan, precursor ion scan, neutral loss scan, MRM should be available.</p>
8.	Database and software	<p>Should be offered with the latest version licensed NIST-2023 OR upgraded version library in CD-ROM or higher configuration format to be provided. The software should supply separate dedicated MRM / SRM Pesticide residues, Environmental database should be quoted with individual part No. & license. All the libraries & database should be loaded in front of user at site to avoid the supply of copied or pre-loaded database.</p> <p>Suitable single software control for instrument & its accessories and should include qualitative & quantitative data analysis with environmental workflow package.</p>
9.	Consumable	<p>Should have automated adjustment chromatographic generation feature based on retention index that generate flexible analytical method not depend on pre-programmed column oven temperature ramping and carrier gas flow.</p> <p>Septum for injector (50 pcs) – 2 Nos.</p> <p>Deactivated Insert with wool for Split (Pack of 5) – 2 Nos.</p> <p>Deactivated Insert with wool for Splitless (Pack of 5) – 2 Nos.</p> <p>Capillary column ferrule set, 0.5mm (10pcs /pkt) - 1 No.</p> <p>Vespel Ferrule - For 0.25mm ID Column - 1 No.</p> <p>Vespel Ferrule - For 0.32mm ID Column 1 No.</p> <p>Column Nut, (5 pcs/pkt) - 2 Nos.</p> <p>Inert Quartz Wool, 2gm - 1 No.</p> <p>Vacuum pump oil, 1L - 1 No.</p>

S. No.	Details	Specifications
		Oil mist trap - 1 No. Filament - 2 No.
10.	Calibration Parameters	Detection limit of Octafluoronaphthalene should be 4 fg or better (set as per Central Product Classification approved specifications).
11.	Columns	RTX-5 MS or equivalent, 30m x 0.25mm x 0.25 µm for semi-volatile, Pesticide, PCB, PAH analysis RTX-VMS or equivalent, 60m x 0.25mm x 1.4µm for VOC analysis
12.	Computer and Printer	Compatible PC with i7 processor or equivalent with 1 TB hard disk and 8 GB ram and 24' TFT monitor, DVD Read/Write, 4 USB Port. Laser jet Printer.
13.	UPS	10 kVA UPS of suitable rating with voltage regulation, spike protection with 30 min backup
14.	Gas Management system	Filled gas, regulators, gas purification panel, tubing for Helium & suitable collision gas as suggested by manufacturer
15.	Installation, Demonstration and Training	<ul style="list-style-type: none"> The Successful Bidder shall depute his trained team to install and commission the hardware offered, complete in all respects. Should provide instrument operation and onsite application training for Five (05) days
16.	Warranty & CAMC	<ul style="list-style-type: none"> Warranty - 3 Years plus 3 Years CAMC. Transit insurance is the sole responsibility of the successful bidder.

4.2 Delivery of the instruments at MPCB Laboratories across Maharashtra

S. No.	Name and address of the Laboratory	No. of Instruments proposed for Laboratory	Nodal Officer
1.	Central Laboratory Nirmal Bhavan, Plot No. 3, TTC, MIDC, Industrial Area, Sheel-Mahape Road, Mahape, Navi Mumbai – 400 710	2	Senior Scientific officer (SSO)
2.	Regional Laboratory, Pune. Regional Laboratory, MPC Board, Jog Center, 3 rd Floor, Mumbai Pune Road, Wakdewadi, Pune- 411 003	1	To be deputed by MPCB
3.	Regional Laboratory, Nagpur Regional Laboratory, MPC Board, Udyog Bhavan, Civil Lines, Nagpur - 440 001	1	To be deputed by MPCB
4.	Regional Laboratory, Chiplun. Regional Laboratory, MPC Board, Parkar Complex, 1 st Floor, Behind Nagar Parishad, Chiplun - 415 605	1	To be deputed by MPCB
5.	Regional Laboratory, Chandrapur Regional Laboratory, MPC Board, Block No. 13/14, Ground floor, New Administrative Bldg, Mul Road, Chandrapur- 442401	1	To be deputed by MPCB

The Successful Bidder shall deliver all the instrument as per specification, quantity and as per Delivery schedule mentioned in this Section. The list of locations with required quantity and type of equipment to be delivered is as follows:

The Successful Bidder shall obtain Certificate from the officer appointed by Central Laboratory and respective ROs (shall be referred as '**Nodal Officer**' hereafter) post-delivery of each of the equipment mentioned above as per **Annexure 17** Template for Consignment Receipt Certificate. The Nodal Officer shall verify whether the instruments/ equipment deliver at the location is not physically damaged and all consumables (as mentioned above)/ accessories etc. along with all necessary supporting documents such as invoices, service reports, measurement book etc. has been delivered by the Successful Bidder.

4.3 Site Preparation, Installation & Demonstration

MPCB has already identified the space for installation of the procured instruments at the designated regional offices as mentioned above after considering the dimensions and specifications of the instruments.

The Successful Bidder is required to complete the installation and demonstration of the equipment at the respective site of installation. Failure to do so will result in the application of the penalty clause, which will be the same as per the supply of instrument. However, in the event of a delay in site preparation at the end of MPCB, the delay will be excused, and the penalty clause will not be applicable.

In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the Successful Bidder shall replace it with new equipment / supplies immediately at its own risk. The Successful Bidder will settle his claim with the insurance company as per his convenience. MPCB will not be liable to any type of losses in any form.

4.4 Testing and operational acceptance

1. Post installation of the instruments/ equipment at respective location, the acceptance test will be conducted by Nodal officer at respective site in the presence of Successful Bidder's representatives. The acceptance test shall include demonstration and commissioning of each of the installed instruments at the respective locations. The Nodal officer shall monitor the operations of the instruments for at least Five (05) working days after commissioning to further issue the Final Acceptance Certificate.
2. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test.
3. No malfunction, partial or complete failure of any part of the equipment is expected to occur.
4. The Successful Bidder shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of MPCB, the successful completion of the test specified.
5. Post successful Testing Acceptance of each of the instruments, the Nodal officer shall issue Final Acceptance Certificate as per **Annexure 18** Template for Final Acceptance Certificate.

6. In the event of the ordered item(s) failing to pass the acceptance test, a period not exceeding One (01) week will be given to rectify the defects and clear the acceptance test, failing which the MPCB reserve the right to get the equipment replaced by the Successful Bidder at no extra cost to MPCB.

4.5 Training and Calibration

1. The Successful Bidder will have to carry out installation at respective laboratory premises (wherever the system has to be installed) and provide on-site training to at least Two (02) scientists at each location assisted/supervise by OEM. The cost of such training shall form part of Financial Bid, MPCB shall not reimburse any cost associated with such training.
2. Develop the training modules and instruction manual both English and Marathi language as per design approved by MPCB. The training module/ instruction manual with online content shall be available for ready reference.
3. The trainings should be conducted in Marathi / English as applicable and should cover operation, maintenance, troubleshooting and applications. Training completion report should be duly signed by the Nodal officer shall require to be submitted by the Nodal officer.
4. The procured instruments shall be calibrated by the Successful Bidder at the time of installation and after that once in a Year if required.
5. Calibration parameters of each of the instruments mentioned above in respective category.
6. Annual calibration of the equipment shall be a part of the CAMC. It shall also be mandatory to perform calibration as per requirement after every major repair/breakdown.

4.6 Defective Equipment

If any of the equipment supplied by the Successful Bidder is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, MPCB will have the right to reject the equipment or its part. Defective parts in equipment, if found before installation and/or during warranty period, shall be replaced within Thirty (30) days on receipt of the intimation from this office at the cost and risk of the Successful Bidder including all other charges. In case Successful Bidder fails to replace above item as per above terms and conditions, MPCB may consider "Banning" the Successful Bidder from the future tendering process.

4.7 Delivery Schedule

The Successful Bidder shall ensure the delivery of Six (06) Gas Chromatograph- Mass Spectrometers (GC-MS) within time. Delivery of the instrument along with their respective timelines are mentioned below. The Successful Bidder must comply with these timelines. Failure to adhere to the timelines will attract penalties.

S. No.	Deliverable Milestones	Delivery Timelines
1.	Supply of the Gas Chromatograph with Mass Spectrometers (GC-MS) with minimum specifications as per RFP with One Year warranty	Within Three (03) months from the date of signing of Agreement.
		Within Fifteen (15) days from the date of Installation, commissioning and training of Gas Chromatograph - Mass Spectrometers (GC-MS) at designated regional offices intimated by MPCB.
		1 st Year of onsite Warranty Services post completion of Acceptance.
2.	Extended Warranty for 2 nd Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	2 nd Year after completion of 1 st Year of onsite Warranty Services.
3.	Extended Warranty for 3 rd Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	3 rd Year after completion of 2 nd Year of onsite extended Warranty Services.
4.	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for 4 th Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	4 th Year after completion of 3 rd Year of onsite extended Warranty Services.
5.	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for 5 th Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	5 th Year after completion of 4 th Year of onsite CAMC Services.
6.	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for 6 th Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	6 th Year after completion of 5 th Year of onsite CAMC Services.

Note: The above timeframe must be adhered so that MPCB can plan their supporting / associated activities of the project.

4.8 Comprehensive Annual Maintenance Contract (CAMC)

Post completion of One (01) Year warranty and Two (02) Years of extended warranty period (1+2), the Successful Bidder shall offer Comprehensive Annual Maintenance Contract (CAMC) services for Three (03) Years i.e., for 4th, 5th & 6th Years.

After the completion of Three (03) Years of CAMC, the Successful Bidder shall discuss and finalize mutually any extension of additional CAMC services with MPCB for extended period annually.

The Comprehensive Annual Maintenance Contract (CAMC) component of this contract is of a very critical nature which must be carried out periodically. Comprehensive AMC will cover the following:

1. Regular schedule preventive maintenance of the supplied laboratory instruments
2. Repair / replacement of spares / accessories at no cost to MPCB.
3. Delivery of CAMC services within agreed time.
4. On job training to staff appointed by MPCB as per requirement.

The Successful Bidder shall ensure delivery of the highest quality of work which will ensure:

- a) Availability of the laboratory instruments' spares / accessories from the same OEM
- b) Reduced down-time due to repairs
- c) Reduced expenditure on Break-down and repair maintenance

Deployment of SPOC: Selected Bidder shall appoint senior staff as Single Point of Contact (SPOC) during the contract period for this project who will be responsible for all kinds of coordination and communication with MPCB.

Comprehensive Maintenance Schedule: The Successful Bidder shall prepare a comprehensive AMC schedule for the laboratory instruments detailing the Preventive Maintenance Schedule by discussing with MPCB a) Weekly, b) Fortnightly or c) Monthly, which shall be strictly complied during the contract period.

Maintenance tools: The Successful Bidder shall deploy trained and skilled technicians/experts on site to conduct all maintenance activities. All necessary tools to conduct routine maintenance activities at site will be provisioned for, at respective site defined in RFP.

Preventive maintenance: The Successful Bidder shall carry out preventive maintenance on a quarterly/half Yearly/Yearly, basis discussion with MPCB.

Spares and Accessories:

- a. All spares, accessories, required for smooth operation of the instruments shall be supplied by the Successful Bidder under CAMC.
- b. All the spare parts supplied shall be original and from the same OEM.
- c. The work includes replacement of normal routine items and any other spare parts and items which are required to be changed under normal usage/ consumption.
- d. The replacement of such parts shall be carried out by the Successful Bidder under the proper supervision and as per the recommendations of the manufacturers.

- e. Adequate essential parts / spares shall be maintained in stock to render satisfactory services without any interruption, throughout the project period.
- f. In case any spare part is end of sale / end of support, the Successful bidder at its own cost shall replace the part with equivalent or better specs and compatible with the delivered instruments.
- g. The Successful Bidder shall provide replacement/ warranty on all parts/ spares.

Maintenance and Attendance Logs: The Successful Bidder shall keep a record of Maintenance logs. All such records should be made available for inspection whenever called for.

Safety and Security: It is the responsibility of the Successful Bidder to ensure adherence to Safety Norms in all aspects of the works while carrying repairs/maintenance activities. Any damage, repair, liability, loss of reputation, both to men and material shall be entirely responsibility of the Successful Bidder. MPCB will not be responsible for any human accident or hazard if occurred to the person of the Successful Bidder while carrying out the work and will indemnify MPCB against any such untoward incidences / accidents.

Reporting: The Successful Bidder shall submit the computerized summary of the details of CAMC every month to the Nodal Officer. Other review and reporting parameters and frequency will be mutually decided between MPCB and the Successful Bidder and shall be adhered to by the Successful Bidder.

All Inclusive CAMC: The Bidders should carefully read the CAMC scope mentioned above and quote a price inclusive of all such and other incidental costs as may be envisaged. No extra charges, other than those quoted for CAMC, will be paid to the Successful Bidder.

Warranty and On-site Support: The warranty shall be provided on a comprehensive basis onsite, except for consumables. In case of any faults or breakdown, these parts shall be replaced free of cost by the Successful Bidder.

Breakdown Maintenance: In case of major breakdown, the instrument shall be taken by the Successful Bidder to its Authorized Service Centre / workshop. Alternate instrument / equipment of similar specification shall be provided till the time the primary instrument is under repair. All costs related to shifting the equipment to the workshop will be undertaken by the Successful Bidder. Successful Bidder shall promptly attend all breakdown calls and resolve them expeditiously. If the Successful Bidder fails to meet the uptime requirement, the MPCB shall levy penalties as per provisions in this RFP. MPCB shall give Notice to the Successful Bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. MPCB shall afford a reasonable opportunity for the Successful Bidder to inspect such defects. Certificate from MPCB by the Successful Bidder after each preventive maintenance of respective site. Upon receipt of such Notice, the Successful Bidder shall, within the decided period, expeditiously repair or replace the defective Goods or parts thereof, at no cost to MPCB. If having been notified, the Successful Bidder fails to remedy the defect within the specified period; MPCB may proceed to take within a reasonable period such remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights which MPCB may have against the Successful Bidder under the Contract.

SECTION 5: PAYMENT TERMS

5.1 Payment Terms

The following payment terms shall be offered to the Successful Bidder upon completing the necessary formalities and completion of deliverables as mentioned under Scope of Work:

- i. No advance (for supply, delivery, installation, commissioning and training of the instrument) payment shall be made by MPCB at the time of signing of Contract with the Successful Bidder.
- ii. The payment of scope items shall be released by MPCB as mentioned below:

S. No.	Deliverable Milestones	Unit of Measurement	Delivery Timelines	Payment Terms and Conditions
1.	Supply of Six (06) nos. Gas Chromatograph with Mass Spectrometers (GC-MS) with minimum specifications as per RFP with One Year warranty	Number	Three (03) months from the date of signing of Agreement.	80% of the quoted item cost of the instruments after delivery onsite along with delivery challan(s), all the user manuals on signing of the Consignment Receipt Certificate (as per Annexure 17 Template for Consignment Receipt Certificate)
	Installation, commissioning and training of the supplied Six (06) nos. Gas Chromatograph with Mass Spectrometers (GC-MS) with minimum specifications as per RFP	Number	Fifteen (15) days from the date of supply of Gas Chromatograph with Mass Spectrometers - Six (06) nos. (GC-MS) with minimum specifications as per RFP at designated regional offices mentioned in this RFP or as intimated by MPCB.	Balance 20% of the quoted item cost of the instruments after submission of Final Acceptance Certificate (as per Annexure 18 Template for Final Acceptance Certificate) and Training completion report signed by Nodal officer
	Standard 1 st Year of onsite Warranty Services	Year	1 st Year after receipt of Final Acceptance Certificate.	No separate payment. The Successful Bidder should submit Preventive maintenance Reports, Service Records, Logbook etc. duly verified by the Nodal Officer of respective location after deduction of applicable penalties, if any.

S. No.	Deliverable Milestones	Unit of Measurement	Delivery Timelines	Payment Terms and Conditions
2.	Extended Warranty for 2 nd Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	Year	2 nd Year after completion of 1 st Year of onsite Warranty Services	100% advance of the quoted cost of 2 nd Year's extended warranty. The Successful Bidder should submit Preventive maintenance Reports, Service Records, Logbook etc. duly verified by the Nodal Officer of respective location after deduction of applicable penalties, if any.
3.	Extended Warranty for 3 rd Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	Year	3 rd Year after completion of 2 nd Year of onsite Warranty Services	100% advance of the quoted cost of 3 rd Year's extended warranty. The Successful Bidder should submit Preventive maintenance Reports, Service Records, Logbook etc. duly verified by the Nodal Officer of respective location after deduction of applicable penalties, if any.
4.	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for 4 th Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	Year	4 th Year after completion of 3 rd Year of onsite Warranty Services	100% advance of the quoted cost of 4 th Year's CAMC. The Successful Bidder should submit Preventive maintenance Reports, Service Records, Logbook etc. duly verified by the Nodal Officer of respective location after deduction of applicable penalties, if any.
5.	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for 5 th Year for the supplied Six (06) nos. of Gas	Year	5 th Year after completion of 4 th Year of onsite Warranty Services	100% advance of the quoted cost of 5 th Year's CAMC. The Successful Bidder should submit Preventive

S. No.	Deliverable Milestones	Unit of Measurement	Delivery Timelines	Payment Terms and Conditions
	Chromatograph with Mass Spectrometers (GC-MS)			maintenance Reports, Service Records, Logbook etc. duly verified by the Nodal Officer of respective location after deduction of applicable penalties, if any.
6.	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for 6 th Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	Year	6 th Year after completion of 5 th Year of onsite Warranty Services	100% advance of the quoted cost of 6 th Year's CAMC. The Successful Bidder should submit Preventive maintenance Reports, Service Records, Logbook etc. duly verified by the Nodal Officer of respective location after deduction of applicable penalties, if any.

- ii. The payment against all deliverables will be released by MPCB from Head office, Mumbai for the items mentioned within the scope of this RFP after submission of all necessary reports, acceptance and documents approved and signed by concerned authority.
- iii. All the payments at each stage will be made after deducting penalties with applicable GST for the stage, if applicable. The penalties applicable at various stages are mentioned in this document.
- iv. All payments will be made vide a crossed cheque payable in Mumbai / online through NEFT/RTGS, within Thirty (30) of submission of invoice, after deducting applicable TDS, if any.
- v. Certificate must be provided by the successful bidder from MPCB after each preventive maintenance period of respective site and the same should be attached as part of invoice to MPCB as per payment schedule.
- vi. Invoices to be submitted along with following supporting documents:

1. Payment for supply, delivery, installation, commissioning and training of the instrument

- a. Consolidated invoices for Six (06) Gas Chromatograph - Mass Spectrometers (GC-MS) instruments duly verified by MPCB.
- b. Consignment Receipt Certificate for each of GC-MS duly verified by the Nodal officer.
- c. Final Acceptance Certificate for each of the instruments/ equipment to release the payment for equipment.
- d. Training completion report signed by Nodal officer
- e. Any other support documents as requested by MPCB from time to time.
- f. Training completion documents signed by concerned authority

2. Payment for CAMC of all Six (06) instruments

- a. Logbook/ Service Reports on the Preventive maintenance of each of the instruments/ equipments undertaken.
- b. Monthly Service reports related to Breakdown and preventive maintenance undertaken during CAMC period.
- c. Any other support documents as requested by MPCB from time to time.

5.2 Other Terms and Conditions

1. In case of a dispute regarding the invoice amount, or any other payment-related matter, such matter shall be discussed with MPCB. In such cases, the Successful Bidder, 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 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 Penalty

6.1 Penalties / KPIs

- The date of delivery of the instruments/ equipment stipulated in the acceptance of the Purchase Order 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 Successful Bidder, or the cause of the delay is not in control of the Successful Bidder.

S. No.	Penalty Type	Penalty Description	Validation frequency	Penalty Amount
1.	Delivery of the laboratory instruments	Delay in delivery of the laboratory instruments (beyond permissible timelines as mentioned in the delivery schedule).	One time at the time of delivery	₹ 5,000/- (Five thousand only) per day of delay for each of the instrument.
2.	Installation, Commissioning and training of the laboratory instruments on-site	Delay in installation, commissioning and training and obtaining Final Acceptance Certificate Training completion report signed (beyond permissible timelines as mentioned in the delivery schedule).	One time at the time of installation, commissioning and training	₹ 5,000/- (Five thousand only) per day of delay for each of the instrument.
3.	Breakdown Response (Response time to breakdown repair after Incident notification) during warranty/ CAMC period.	Repair of instruments and their components to fully working condition within 48 hours from date and time of notification. Any delay in repairing beyond 48 hours will attract per day penalty	Monthly basis	₹ 3,000 /- (Three thousand only) per day of delay in repair of instruments and its components.
4.	Delay in attending scheduled inspection of the laboratory instruments during warranty/ CAMC period.	Delay in attending scheduled inspection at each quarter.	Monthly basis	₹ 1,000 /- (One thousand only) per day of delay from the pending payment or from PBG.

Note:

- MPCB shall recover penalties/liquidated damages at first instance from the amount due to the Successful Bidder in the billing month, then the invoices of the subsequent month and thereafter, from the Performance Security furnished by the Successful Bidder.
- These penalties will be monitored and deducted for the entire Contract Period on monthly basis. KPI adherence will be monitored on monthly basis by MPCB designated Nodal or authorized officer(s) or representative and/ or any third party and, also with incorporation of feedback from the officials.

- The maximum monthly penalty that maybe imposed on the Successful Bidder shall be capped at 10% (ten per cent) of the total yearly billing amount.
- Shortfall/Default shall refer to and include but not limited to any incidents, action, omission, wrongdoing etc. that is in contravention to the service requirements/performance parameters and any other terms and conditions to be fulfilled by the Successful Bidder.

SECTION 7: ANNEXURES

Checklist for documents to be included in the Pre-Qualification

S. 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 11 Power of Attorney			
	The bidder as on bid date. should be:	<ul style="list-style-type: none"> ▪ Brief Profile of the Bidder along with Annexure 2 Bidder's and Bidding Firms Particulars 		
	<ul style="list-style-type: none"> ▪ a Company registered in India under the Companies Act 1956 or 2013 or 	<ul style="list-style-type: none"> ▪ For Companies registered under Companies Act 1956/ 2013: Incorporation documents such as Memorandum and Articles of Association and Copy of Certificate of Incorporation 		
	<ul style="list-style-type: none"> ▪ a partnership firm under the Indian Partnership Act, 1932 or 	<ul style="list-style-type: none"> ▪ 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. 		
	<ul style="list-style-type: none"> ▪ the Limited Liability Partnerships Act, 2008, (as amended from time to time) 	<ul style="list-style-type: none"> ▪ Copy of valid PAN Card 		
		<ul style="list-style-type: none"> ▪ Copy of valid GST Certificate with GST Number 		
		<ul style="list-style-type: none"> ▪ Copy of Power of Attorney signed by legally authorized signatories as per Annexure 11 Power of Attorney 		
		<ul style="list-style-type: none"> ▪ Any other supporting document, as may be required. 		
PQ2	Annexure 3 Financial Declaration of Bidder			
	<p>Average Annual Turnover:</p> <p>Minimum Average Annual Turnover (MAAT) for the last three (03) audited financial Years (FY 2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than ₹ 3.00 Cr. (INR Three Crore only)</p>	<p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three Years FY2021-22, FY 2022-23, and FY 2023-24)</p> <p>Note: Audited financial statement should match with certificate of chartered accountant Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder</p>		
PQ3	Annexure 3 Financial Declaration of Bidder			
	<p>Net-worth Criteria:</p> <p>The bidder should have a positive net worth for each of the last three audited financial Years i.e. FY 2021-22, FY 2022-23, and FY 2023-24</p> <p>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<p>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>Net worth Certificate duly certified by Statutory Auditor.</p> <p>Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder</p>		
PQ4	Annexure 4 Project Citation			
	Annexure 5 Format for Self-Declaration			

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	<p>Project Experience 1: The bidder should have experience in supply/ manufacturing, installation, commissioning/ Annual maintenance of Gas Chromatograph Mass Spectrometers to any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / Public Section Undertaking (PSU)/ Government Undertaking/ Private NABL accredited Lab in India in the last Five (05) Years as on Bid submission Due date.as per the following details:</p> <p>One (01) project costing at least ₹ 6.5 Cr. OR Two (02) projects each costing at least ₹ 4.70 Cr. OR Three (03) projects each costing at least ₹ 3.15 Cr.</p>	<p>a) Bidders shall submit copy of Purchase Order/ contract agreement having the relevant scope of Work, number of instruments supplied etc.</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 OR In case of on-going project, a certificate from the client on client's letterhead mentioning the relevant scope of Work, number of instruments supplied and current status of the partially completed project.</p> <p>c) Project citation as per format in Annexure 4 Project Citation</p> <p>d) Self-Declaration as per Annexure 5 Format for Self-Declaration</p> <p>e) NABL Accreditation Certificate for Private laboratory experience</p>		
PQ5	<p>Certifications:</p> <p>OEM / authorized bidder of OEM should have valid ISO 9001: 2015 certificate as on Bid submission Due date.</p>	Copy of valid Certificate as of the date of bid submission.		
PQ6	Annexure 6 Manufacturer's Declaration about 100% compliance to minimum technical specifications			
	Annexure 7 MAF Manufacturer's Authorization form			
	<p>Manufacturer's Authorization:</p> <p>The Bidder to submit Manufacturer Authorization Form (MAF) from the OEMs.</p>	<p>Self- Declaration should be submitted by the Original Equipment Manufacturer (OEM) for fulfilling the minimum technical specification of the product as per Annexure 6 Manufacturer's Declaration about 100% compliance to minimum technical specifications And OEM/ Dealer of the OEM should submit Manufacturer's Authorization Form (MAF) as per Annexure 7 MAF Manufacturer's Authorization form</p>		
PQ7	Annexure 8 Compliance Declaration for Technical Specifications			
	<p>Minimum technical specification requirements:</p> <p>The bidder must meet the minimum technical specifications mentioned in the Bid document for the instruments and other equipment involved in</p>	<p>Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in Annexure 8 Compliance Declaration for Technical Specifications of this Bid document along with other supporting documents like brochures.</p>		

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	supply, delivery and CAMC of Gas Chromatograph - Mass Spectrometers (GC-MS)			
PQ8	Annexure 9 Undertaking for After Sales Support Office in Maharashtra			
	<p>After Sales Support Capability:</p> <p>The bidder shall have a functioning after sales support office in Maharashtra or shall open office in Maharashtra within Fifteen (15) days in case of award of contract.</p>	<p>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</p> <p>In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the Bid document as per Annexure 9 Undertaking for After Sales Support Office in Maharashtra..</p>		
PQ9	Annexure 10 Declaration by the Bidder for not being Blacklisted /Debarred.			
	<p>Blacklisting criteria:</p> <p>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.</p>	<p>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 10 Declaration by the Bidder for not being Blacklisted /Debarred.</p>		
	Annexure 12 Financial Proposal Cover Letter			

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 Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph - Mass Spectrometers for MPCB

RFP Reference No: MPCB/PSO/INST-02/25

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 Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph - Mass Spectrometers for MPCB”**.

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 schedule) for providing Professional Services in **“Request for Proposal for Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph - Mass Spectrometers for MPCB”** 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, we will obtain a Performance Security Deposit (Bank Guarantee) issued by a nationalized/ schedule commercial bank in India, as mentioned in the Contract/ 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 of 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.

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature :

Witness Name :

Witness Address :

Encl: Copy of Board Resolution to be enclosed for giving Power of Attorney to Authorized Signatory in case of company registered under Companies Act 1956/2013

Annexure 2 Bidder's and Bidding Firms Particulars

(To be submitted on the letterhead of the bidder)

RFP Reference No. MPCB/PSO/INST-02/25

Bidders Profile

The Table below provides the format in which general information about the bidder must be furnished.

S. No.	Description	Details / Information
1	Name of the firm	
2	Address	
3	Email ID	
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 the last Three financial Years (FY 2021-22, FY 2022-23 & FY 2023-24)	
14	Details of major assignments	
15	Any other information considered relevant.	

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 each Bidder)

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 (3) Years have been summarized below:

- Financial Declaration of Bidder

Description (All Currency in INR and Crores)	Financial Year		
	2021-22	2022-23	2023-24
Annual Turnover			
Net Worth			
Average Annual Turnover for the mentioned Financial Years			

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 3 (three) Financial Years. (FY 2021-22, FY 2022-23 & 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 & 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).

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail ID :

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 3 audited financial Years FY 2021-22, FY 2022-23 and FY 2023-24 shall be submitted as supporting evidence.

Annexure 4 Project Citation

(To be submitted on the letterhead of the bidder)

Details of past assignments / experience

S. No.	Client Name	Handling		Work related to
		From	To	
1				
2				
3				

Individual Project Citation Format

Project No. 1

S. No.	Item	Details
1	Name of The Project	
2	Date of Purchase 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	

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 / Purchase 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)

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

Ref: RFP for Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph- Mass Spectrometers for MPCB

Sub: Declaration for having experience in procurement of laboratory instruments and equipments.

RFP Reference No: MPCB/PSO/INST-02/25

Dear Sir,
I, authorized representative of _____, hereby confirm that the Company _____ has the experience in **supplying, commissioning, operation and maintenance of Gas Chromatograph- Mass Spectrometers**, in last Five (05) Years as on last date of submission of bid.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone :

E-mail ID :

Annexure 6 Manufacturer's Declaration about 100% compliance to minimum technical specifications

<This declaration must be on the letterhead of the Manufacturer, must be signed by a person of relevant competent authority, and must be included by the Bidder in its bid as specified in the Instructions to Bidders. The same should be accompanied by the compliance statement to the minimum required technical specifications, duly filled, and supported by relevant certifications and printed on Manufacturer's Letterhead>

Place:

Date:MM/DD/YYYY

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

Sub: Declaration of compliance to Minimum Technical Specifications of your RFP Reference No. MPCB/PSO/INST-02/25

Dear Sir,

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

We have read and understood the minimum technical specifications mentioned in this Bid document and our feature-wise compliance status for the product proposed <Name of the product and product code> is correct for every specification mentioned therein. Pls find the compliance statement attached herewith duly filled, signed, and stamped.

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

Name

In the capacity of

Signed

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

Dated:

Annexure 7 MAF Manufacturer's Authorization form

<To be printed on the letterhead of the OEM and duly signing and sealing it from the Authorized Signatory of the OEM>

<The MAF is not applicable for the Bidder who is a Manufacturer. In such case the Bidder has to give a self-declaration stating its status as OEM and giving details about its facilities on their letterhead, duly signing and sealing it>

Place:

Date: DD/MM/YYYY

To,

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

Subject: Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph-Mass Spectrometers for MPCB

RFP Reference Ref. No. MPCB/PSO/INST-02/25

Dear Sir,

We, who _____ are established and reputed developers / producers of _____ having development facilities at (address of factory / facility) do hereby authorize M/s _____ (Name and address of Bidder) to submit a Bid and sign the contract with you against the above Bid Invitation.

S. No.	Name of OEM / Dealer	Name of other components	Name of Make (OEM)	Model	Version	Planned End of Sale	Planned End of Support and spare parts availability	Remark
1.								
2.								

- We hereby agree with the following with regards to the solution, products and services offered by us through the above firm against this Bid Invitation.
 - We extend full on-site guarantee and warranty.
 - Comprehensive Warranty and support for the offered product(s), for a minimum period of Six (06) Years from the date of this letter.

- We have read and understood the said Bid document and the functional and technical requirements and the offered product(s), as mentioned above, is complying with the respective requirements.
- Confirm that the offered product(s) is not likely to be declared as
 - End of sale for attachment not within next 60 months
 - End-of-Support within next Five Years from the date of this letter
- Confirm that the support including spare parts for the quoted products shall be available for the entire contract period.
- We will provide any or all of the materials, notifications, and information
 - Such Products as MPCB may opt to purchase from OEM, provided, that this option shall not relieve OEM of any warranty obligations under the Contract; and
 - in the event of termination of production of such Products:
 - ✓ advance notification to MPCB of the pending termination, in sufficient time to permit MPCB to procure needed requirements; and
 - ✓ Following such termination, furnishing at no cost to MPCB, operations manuals, standards, and specifications of the Products, if requested.
- We duly authorize the bidder <Bidder name> to act on our behalf in fulfilling all technical support and maintenance obligations required by the contract.
- We, as OEM of _____ < product>_____, agree to provide onsite delivery and support to <Bidder name> and shall physically visit as and when required & certify installation of attachments and maintenance of parts as per standards and best practices at all locations and submit our satisfactory report, which is one of the mandatory requirements for Bidder to proceed with further activities.

We also confirm that we have an existing registered service / support Centre in Maharashtra at

OR

We also confirm we shall establish registered service / support Centre in Maharashtra within Fifteen (15) days of award of contract to the Bidder __<Name of the Bidder>__.

Yours faithfully,

For and on behalf of M/s _____ (Name of the manufacturer / OEM)

Signature :
Name :
Designation :
Address :
Date :
Company Seal :

Thanking you,

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

Annexure 8 Compliance Declaration for Technical Specifications

Detailed comparison statement for each technical specification and deviation statement for each must be enclosed for technical evaluation.

S. No.	Details	Specifications	Complied/ Not-Complied
1.	GC	Microprocessor based Fast GC with EPC/ PPC/AFC, and able to support 3 inlets, 3 detectors.	
		GC must have a colour touchscreen display with Graphical User Interface (GUI)	
2.	Column Oven	Minimum two suitable capillary columns	
		Temp. Range: Ambient +3 to 450°C	
		Ramp rate: maximum 120°C/min or more	
		Cooling rate: 450°C to 50°C within 3.5 min or better	
		Should have selectable Column Cooling Rate options from fast to low	
		Built-in oven light that facilitates column installation should be available	
		Temperature programme ramps / holds: 20 / 21; negative ramps are allowed	
3.	Split/ Splitless injector port - 1 No.	Maximum temperature: 450°C	
		Split ratio: 7000:1 or more	
		Pressure setting range 0–150 psi with control of 0.001psi for whole range	
		Carrier gas Flow Control should have Constant flow, constant pressure, constant liner velocity modes	
		Pressure program ramps: minimum 6 steps	
4.	Programmable Temperature Vaporizer (PTV) injector port - 1 No.	Maximum temperature: 450 °C	
		Split ratio: 7000:1 or more	
		Pressure setting range 0–150 psi with control of 0.001psi for whole range	
		Maximum temperature ramp rate at 200°C/min with 7 steps	
		Carrier gas Flow Control should have Constant flow, constant pressure, constant liner velocity modes	
5.	Auto liquid Injector	Automated liquid sampler with 150 Vials capacity	
		Should inject sample volume 1 to 80% of syringe capacity	
6.	Dynamic Headspace sampler	Headspace (HS) sampler with 70 vial capacity to be provided with compatibility with vials of 10 mL and 20 mL sizes of crimp top closure.	
		The HS system should have 10 or better vials heated independently in overlapping mode with adjustable shaking options.	

S. No.	Details	Specifications	Complied/ Not-Complied
		Should built with suitable trap adsorbent that allows highly sensitive analysis.	
		Trap should be electronic cooling temperature range up to -20°C	
		Carry over lesser than 0.001%.	
		All temperatures should be programmable up to 300 °C or better.	
		Vial pressurization should be fully controlled by software using suitable Flow/pressure control system.	
		Headspace must be configured independent channel of liquid injection module to avoid cross-contamination.	
		should be a single operation software for both GC & HS system and switchable between static and dynamic headspace techniques through method settings.	
		Suitable accessories for the HS connection should be included in the quote	
7.	Triple Quadruple Mass Spectrometer	<p>Ionization modes: EI & System should have dual filament with automatic filament switching.</p> <p>Ion Source temperature: up to 350°C</p> <p>Ion source should have unique front-open chamber to allow very easy removal of the ion source box, without removing the filament or lens thus permits easiest ion source maintenance</p> <p>Electron energy range up to 200eV or better</p> <p>Mass Range: 10 to 1000 amu or better.</p> <p>Mass analyzer: Quadruple Analyzers, Q1 and Q3 should be of solid metal, with pre- rods/Pre-filters for matrix elimination or equivalent.</p> <p>Vacuum pump: Dual inlet/stage Large Turbomolecular pump (>300 L/s)</p> <p>Collision cell with settable up to 60 eV with monoatomic inert gas as collision gas.</p> <p>Mass axis stability: ±0.1 amu over 48 hours</p> <p>Mass resolution: 0.7 Da or better</p> <p>MRM/SRM speed: 800 transition / second.</p> <p>Dwell time: < 0.5 msec</p> <p>Detector: Sealed long-life electron multiplier tube; It should have Tripple Axis or overdrive lenses technology or equivalent technology to cuts out unnecessary noise components thus phenomenally improving to give highest sensitivity. The shield plates near to electron multiplier should reduce more noise and subsequently reduce the load during the trace level (ppb / ppt) analysis and improves the detector's life.</p>	

S. No.	Details	Specifications	Complied/ Not-Complied
		Maximum Scan Speed 20,000 μ/sec. The system should perform high sensitivity analysis with high scanning speed i.e. without compromising the sensitivity during high scanning speed so as to give more throughput & faster analysis.	
		Should have automatic Startup and Shutdown, Auto or manual tuning of instrument and Automated tuning check result.	
		Detection Limit: Instrument detection limit on OFN should be 4 fg or better with the injection of 1 μ l of 10 fg/ μ l OFN standard by statistically derived at 99 % confidence level from 8 sequential injection for MS/MS transition of m/z 272 & 222 using 30m column.	
		MRM mode: Octafluoronaphthalene (OFN) 100 fg, S/N \geq 17,000 or more (with helium gas) m/z 272 \rightarrow 222 using 30m column. High value of s/n will be preferable over lower value.	
		EI Scan sensitivity: 1500:1 for 1pg of OFN for the mass m/z 272 using 30 m column	
		Mega bore (0.53 mm & Micro bore 0.1 mm) column can be connected directly.	
		Easier column swapping without any manual interference or changeover of the column with different polarities for quick method development for different types of applications should be available without breaking the vacuum.	
		Measurement Mode Scan, SIM, Product ion scan, precursor ion scan, neutral loss scan, MRM should be available.	
8.	Database and software	Should be offered with latest version licensed NIST-2023 OR upgrade version library in CD-ROM or higher configuration format to be provided. The software should supply separate dedicated MRM / SRM Pesticide residues, Environmental database should be quoted with individual part No. & license. All the libraries & database should be loaded in front of user at site to avoid the supply of copied or pre-loaded database.	
		Suitable single software control for instrument & its accessories and should include qualitative & quantitative data analysis with environmental workflow package.	
9.	Consumable	Should have automated adjustment chromatographic generation feature based on retention index that generate flexible analytical method not depend on pre-programmed column oven temperature ramping and carrier gas flow.	
		Septum for injector (50 pcs) – 2 Nos.	
		Deactivated Insert with wool for Split (Pack of 5) – 2 Nos.	
		Deactivated Insert with wool for Splitless (Pack of 5) – 2 Nos.	
		Capillary column ferrule set, 0.5mm (10pcs /pkt) - 1 No.	
		Vespel Ferrule - For 0.25mm ID Column - 1 No.	

S. No.	Details	Specifications	Complied/ Not-Complied
		Vespel Ferrule - For 0.32mm ID Column 1 No.	
		Column Nut, (5 pcs/pkt) - 2 Nos.	
		Inert Quartz Wool, 2gm - 1 No.	
		Vacuum pump oil, 1L - 1 No.	
		Oil mist trap - 1 No.	
		Filament - 2 No.	
10.	Calibration Parameters	Detection limit of Octafluoronaphthalane should be 4 fg or better (set as per Central Product Classification approved specifications).	
11.	Columns	<ul style="list-style-type: none"> ▪ RTX-5 MS or equivalent, 30m x 0.25mm x 0.25 µm for semi-volatile, Pesticide, PCB, PAH analysis ▪ RTX-VMS or equivalent, 60m x 0.25mm x 1.4µm for VOC analysis 	
12.	Computer and Printer	Compatible PC with i7 processor or equivalent with 1 TB hard disk and 8 GB ram and 24' TFT monitor, DVD Read/Write, 4 USB Port. Laser jet Printer.	
13.	UPS	10 kVA UPS of suitable rating with voltage regulation, spike protection with 30 min backup	
14.	Gas Management system	Filled gas, regulators, gas purification panel, tubing for Helium & suitable collision gas as suggested by manufacturer	
15.	Installation, Demonstration and Training	<ul style="list-style-type: none"> • The Successful Bidder shall depute his trained team to install and commission the hardware offered, complete in all respects. • Should provide instrument operation and onsite application training for Five (05) days 	
16.	Warranty and CAMC	<ul style="list-style-type: none"> • Warranty - 3 Years and 3 Years CAMC. • Transit insurance is the sole responsibility of the successful bidder. 	

@(Bidder shall indicate "Complied" *or "non-Complied" as applicable in each row. In case of "non-complied", added details shall be mentioned)

Note: Please attach relevant support documents / brochures for verification.

Annexure 9 Undertaking for After Sales Support Office in Maharashtra

(To be submitted on the Letterhead of Bidder)

(To be submitted only by that bidder who doesn't have their existing office in Maharashtra)

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/PSO/INST-02/25

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 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 :

Seal :

Business Address :

Annexure 10 Declaration by the Bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the bidder)

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: MPCB/PSO/INST-02/25

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)

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

Annexure 11 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 “**Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph- Mass Spectrometers for MPCB**” 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.

Annexure 12 Financial Proposal Cover Letter

(Not to be enclosed along with Technical Cover)

(To be submitted on the Letter head of the bidder)

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- Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph- Mass Spectrometers for MPCB

Ref: MPCB RFP Reference No: MPCB/PSO/INST-02/25

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of the tender for Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph-Mass Spectrometers for MPCB 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 corrigendums) 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 Cover)

Supply of the Laboratory Instruments with onsite extended warranty and onsite Comprehensive Annual Maintenance Contract

S. No.	Deliverable Milestones	Qty	Units of measurement	Basic Unit Rate (All inclusive, excl. GST)	Total Amount (All-inclusive excl. GST)	Total Amount (in Words)
		A		B	C = (A x B)	
1	Supply of the Gas Chromatograph with Mass Spectrometers (GC-MS) with minimum specifications as per RFP with One Year warranty	06	Nos.			
2	Extended Warranty for 2 nd Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	01	Year			
3	Extended Warranty for 3 rd Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	01	Year			
4	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for 4 th Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	01	Year			
5	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for 5 th Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	01	Year			
6	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for 6 th Year for the supplied Six (06) nos. of Gas Chromatograph with Mass Spectrometers (GC-MS)	01	Year			

Note: 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 those mentioned in the table above.

1. The rate quoted by Bidder shall include all costs associated with fulfilling the project deliverables, Out of Pocket Expenses including Travelling, Lodging, Food, Insurance, etc. MPCB shall not pay any additional cost to Bidder.
2. All costs shall remain valid for the entire duration of the contract.
3. 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 Purchase Order for the bids submitted.
4. All the prices are to be entered in Indian Rupees only.
5. 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 contract to successful bidder at the time of releasing the payments.
6. Bids not conforming to the formats and instructions given below, the Bids will be considered as invalid / non-responsive. MPCB's decision will be final in such case:
 - The PRICE BID has to be submitted online in the BOQ format provided.
 - Bidders are required to submit online commercial bid format
 - A copy of a commercial bid printed on letterhead to be uploaded on Mahatender portal.

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/-)

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 - 400 022 (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 Successful Bidder), having its registered Office at _____ (registered address of the Successful Bidder), hereinafter referred as the "Successful Bidder" 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 Successful Bidder/ Service Provider 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 Successful Bidder)

AND WHEREAS MPCB had floated a **Request for Proposal (RFP)** for (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 of as per the Scope of Work defined in the RFP. MPCB has examined the proposal submitted by the Service Provider and has found the same to be in order and in conformity with the parameters as specified in the Request for Proposal (RFP) document.

AND WHEREAS MPCB has agreed to grant the Agreement to the Service Provider 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 & conditions contained hereinafter.

AND WHEREAS The Service Provider has agreed to **RFP for** _____ **for MPCB** as per the terms and conditions specified by Service Provider 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 Service Provider
- v. Purchase 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. **“Associate”** shall mean, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder.
- d. **“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.
- e. **“Bid / Proposal”** shall mean This means the documents in their entirety comprising of the Pre-qualification plus Technical Proposal and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Service Provider, in response to the RFP, and accepted by MPCB.
- f. **“Business Day”** shall mean any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
- g. **“Contract/Agreement”** This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent
- h. **“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.,Years from the date of this agreement. This Agreement shall remain valid

- for any extension given by MPCB.
- i. **"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.
 - j. **"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.
 - k. **"Financial Year"** Shall mean a Financial Year period starting from 01st April and ending on 31st March of the respective Year.
 - l. **"Force Majeure Event"** shall mean such event as described in Clause 29 of this Agreement.
 - m. **"Letter of Award/Purchase Order"** shall mean this refers to the letter (Ref No: _____ dated _____2025) issued by MPCB to the Service Provider indicating its selection as the Service Provider for implementation of the Project.
 - n. **"Month and Year"** shall mean all dates calculated according to the Gregorian calendar.
 - o. **"Non-compliance"** Failure / refusal to comply to the terms and conditions of the Agreement.
 - p. **"Premises/Site"** shall mean the land or building provided by MPCB to the Service Provider.
 - q. **"Project"** shall mean Procurement and Comprehensive Annual Maintenance of Six Gas Chromatograph – Mass Spectrometers for MPCB.
 - r. **"Proposal"** means the bid submitted by the Service Provider along with the terms and conditions, in response to the RFP.
 - s. **"Quarter"** shall mean a period of three months starting from the 1st Day of April and such blocks of three months thereafter.
 - t. **"Total Contract Value/ Contract Value"** shall mean Value (Exclusive of all taxes, levies, and duties) finally agreed between MPCB and the Service Provider and further negotiated for the delivery of Services.
 - u. **"Writing"** shall mean any handwritten, typewritten, or printed communication including telex, cable, facsimile transmission, and E-mail.
 - v. **"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. AWARD OF CONTRACT

In consideration of MPCB agreeing to pay the amount of ₹ (**Indian RupeesOnly.**) exclusive of current applicable GST at the time of billing, as per the payments set forth further in this Agreement, the Service Provider agreeing to complete the deliverables under the project deliverables as elaborated in **Annexure 2** under this Agreement and subject to the provisions of this Agreement, MPCB grants to the Service Provider, a contract for the Project for a price break-up for the same is attached to this agreement as **Annexure 1**.

4. PERFORMANCE BANK GUARANTEE

- a. Within Seven (07) days of MPCB issuing the Purchase Order, the Service Provider, at its cost, charges and expenses will submit a Performance Bank Guarantee (PBG) as mentioned in the RFP.
- b. Performance Bank Guarantee is governed for services as follows:
 - i. The Service Provider shall carry out the services in conformity with the requirements of the RFP and this agreement, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - ii. The Earnest Money deposited at the time of bid submission would be given back to the Service Provider after completion of onboarding process.
- c. The Service Provider shall deposit the Performance Bank Guarantee as follows:
 - a. The Service Provider shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised / Schedule Commercial Bank of stated value and valid for the tenure as mentioned above.
 - b. The Performance Guarantee shall be irrevocable and unconditional and shall be of a bank having its offices/branch in the city of Mumbai.
 - c. The Performance Bank Guarantee should be furnished within Seven (07) Days from the date of issue of Purchase Order to the Service Provider.
 - 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 Service Provider under the Agreement. However, no interest shall be payable on the Performance Bank Guarantee.
- d. 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 Service Provider during execution of the project.
 - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the Service Provider 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.
- e. Once the amount under this clause is debited, the Service Provider 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.

- f. The Performance Bank Guarantee will be retained by MPCB until the period mentioned in the clause above and be released thereafter. The Service Provider 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 Service Provider under this Agreement. However, no interest shall be payable on the Performance Bank Guarantee.
- g. The Performance Security may be invoked on violation of any of the conditions given below:
 - The Service Provider is not able to deliver services as per KPIs as set out in the Agreement.
 - The Service Provider or its employee(s) is involved in any unlawful activity during its engagement with MPCB.
 - In case the Service Provider fails to comply with approved Exit Management.

5. AGREEMENT PERIOD

The agreement starts from the date of this agreement. The agreement is valid for a period of Years from the date of signing this agreement to cover the activities mentioned in Scope of Work of the RFP.

6. PAYMENT AND PAYMENT TERMS

The payment shall be made to the Successful Bidder as per terms and conditions defined under Section 5 of the RFP.

7. KEY PERFORMANCE INDICATORS AND PENALTIES

- a. Unless specified by MPCB to the contrary, the Service Provider 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 services stipulated in the acceptance of Purchase 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 & PROGRESS

The Service Provider shall commence the performance of its obligations in a manner as specified in the Scope of Work.

- a. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider.
- b. MPCB shall ensure that timely approval is provided to the Service Provider 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 Service Provider, 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 Service Provider's request, particulars/ information/ or documentation that may be required by the Service Provider for proper planning and execution of work and for providing services covered under this Agreement and for which the Service Provider may have to coordinate with respective vendors.
 - e. MPCB may provide to the Service Provider, 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 Service Provider 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 Service Provider. The events of default as mentioned above may include inter-alia the following:

- a. The Service Provider 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 Service Provider or its team has failed to confirm / adhere to any of the key performance indicators as laid down in the KPIs, or if the Service Provider 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 Service Provider 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 Service Provider's team to comply with any stipulations or standards as laid down by MPCB; or
- d. The Service Provider'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 Service Provider'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 Service Provider.
- g. The Service Provider's Team has failed to comply with or is in breach or contravention of any

- applicable laws.
- h. The Service Provider'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 Service Provider, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such 'Defaulting Party' to remedy the default committed.
 - j. Where despite the issuance of a default notice to the Service Provider by MPCB, the Service Provider 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.

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 Service Provider shall be obliged to comply with which may include re-determination of the consideration payable to the Service Provider. The Service Provider shall in addition take all available steps to minimize loss resulting from such event of default.
- b. Suspend all payments to the Service Provider under the Agreement by a written notice of suspension to the Service Provider, provided that such notice of suspension:
 - i. Shall specify the nature of the failure; and
 - ii. Shall request the Service Provider to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.
- c. Any decision taken by Hon'ble Member Secretary, MPCB shall be final and binding on the Service Provider.

14. AUDIT, ACCESS, AND REPORTING

a) Purpose

- i. This clause details the audit, access, and reporting rights of MPCB and the respective obligations of Service Provider 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 Service Provider that the system implementation is complete.
- iii. The Service Provider 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 will be borne by the Service Provider.

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 Service

- Provider any further notice of carrying out such audits. The cost of third-party audits has to be borne by the Service Provider.
- 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 Service Provider, a security violation, or breach of confidentiality obligations by the Service Provider, provided that the requirement for such an audit is notified in writing to the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider shall co- operate with MPCB in effecting the audits and providing necessary information.

15. CORRUPT OR FRAUDULENT PRACTICES

MPCB requires that Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider.
- b. If it is observed that the Service Provider 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 & 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 Service Provider relating to any matter arising out of the Agreement.

18. CONFLICT OF INTEREST

The Service Provider 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 Service Provider to complete the requirements as given in the application document.

19. CONFIDENTIALITY

- a. The Service Provider 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 Service Provider 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 Service Provider must safeguard the confidentiality of the MPCB's and Government Department's business information, applications, and data.
- 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 Service Provider, initiate legal action against the Service Provider for breach of trust. The Service Provider 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 Service Provider 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 Service Provider, 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 Service Provider, 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 Service Provider 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 Service Provider (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 & 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 Service Provider 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 Service Provider to MPCB. If failure, on the part of the Service Provider, 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 "Service Provider". No partnership shall be constituted between MPCB and the Service Provider 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 Service Provider shall be fully responsible for the services performed by them or on their behalf.

Neither party shall use the other party's 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 Service Provider.
- ii. If the Service Provider 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 Service Provider becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- iv. If the Service Provider, in the judgment of MPCB, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- v. If the Service Provider submits to the MPCB a false statement which has a material effect on the rights, obligations, or interests of MPCB.
- vi. If the Service Provider places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MPCB.

- vii. If the Service Provider 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 Service Provider fails to comply with any final decision reached as a result of arbitration proceedings.
- ix. If the Service Provider 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 Service Provider shall be liable to MPCB for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

b. Termination by the Service Provider

The Service Provider 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 Service Provider is 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 Service Provider may have subsequently approved in writing) following the receipt by MPCB of the Service Provider notice specifying such breach.

c. Delays in Service Provider's performance

- i. If at any time during performance of the Agreement, the Service Provider may encounter conditions impeding performance of the services, the Service Provider 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 Service Provider's notice, MPCB shall evaluate the situation and may at its discretion, extend the Service Providers time for performance with or without penalty in which case the extension shall be ratified by the Service Providers 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 Service Provider 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 Service Provider:

- 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 Service Provider 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 Service Provider will be required to pay any such liquidated damages to MPCB within Thirty (30) days of termination date.

28. ASSIGNMENT AND SUBLETTING

The Service Provider 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 RFP. 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 Service Provider'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 Service Provider 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 Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable.
- f. Such events may include, but are not limited to:

(1) 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 Service Provider 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 a Service Provider but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such Service Provider.
- (iv) any delay or failure of an overseas Service Provider to deliver equipment 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 Service Provider.
- (v) any judgement or order of any court of competent jurisdiction or statutory authority made against the Service Provider in any proceedings for reasons other than (i) failure of the Service Provider 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.

(2) 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 Service Provider 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 stoppage of 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 a nature analogous to any of the foregoing.

(3) 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 unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorisation, 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, licence, authorisation, 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 Service Provider 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 Service Provider 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, Board and the Service Provider 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 Service Provider.

30. GOVERNANCE SCHEDULE

- a. The Service Provider 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 6 months before the ending of the project contract. In order to align both the parties on transition modalities, agency will submit a detailed Exit Management Plan before Three (3) months of the ending date of the contract. Exit Management Plan shall 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 after Agreement ending.
- b. The Service Provider may be requested to give handover to the other party / new agency or the Service Provider 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 Service Provider 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, Purchase 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 service provider and MPCB hereby affix their hand and seal thereto on the day and Year first above written.

For Service Provider:

M/s.(name and address of the Successful 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
Successful 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:

Annexure1: Financial Bid

Annexure2: Scope of Work

Note:

1. The stamp duty payable for the contract shall be borne by the Successful 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 Format for Performance Security 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 supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for the **RFP for Procurement and Comprehensive Annual Maintenance of Six (06) Gas Chromatograph- Mass Spectrometers for MPCB** (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 supplier 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 supplier 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 16 Format of sending pre-bid queries

All queries for the pre-bid meeting needs to be submitted in the following format (in soft copy **(editable excel format)**) as mentioned in section "Invitation for Bids"

Ref: RFP Ref. number: MPCB/PSO/INST-02/25

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

Signature :

Name of the Authorized signatory :

Company seal :

Date and Stamped :

Annexure 17 Template for Consignment Receipt Certificate

This is to certify that the following goods are received in good condition as per purchase order at Central / Regional Laboratory and receipt of the same is verified and recorded in MB book No. _____ at page No. _____ and Instrument Register No. _____ from page No. _____ to _____

1.	Purchase Order & date of issue	
2.	Consignee's Name & Address with telephone No. & e-mail	
3.	Supplier's Name and address with telephone No. & e-mail	
4.	Items supplied	As per Annexureenclosed
	Name	Quantity
	1. 2.	As per Annexureenclosed
5.	Date of Receipt of Consignment(s)	
6.	Name and designation of authorized representative of Consignee	

Following Documents are enclosed as proof of delivery and acceptance:

1. Tax Invoice
2. Delivery challan
3. Service Report
4. MB Book entry

Checked By:

()
Store In-charge

()
Head Accountant

()
Junior Scientific Officer

Date:

Verified & Confirmed

Place:

()
Senior Scientific Officer / Scientific Officer
I/c. Central / Regional Laboratory, MPCB

Annexure 18 Template for Final Acceptance Certificate

Ref. No.:

To,

.....
.....
.....

Subject: Certificate of commissioning of instrument

This is to certify that the Instrument as detailed below has been received in good conditions along with all the standard and special accessories and spares as per specifications (attached separate sheet for specification) and Scope of supply (attached separate sheet for specification) in accordance with Purchase Order issued.

The same has been installed, commissioned and provided training as per Purchase Order Terms and Conditions.

1.	Tender No. & Date	
2.	Purchase Order No & Date	
3.	Description of the Instrument(s) / equipment(s)	
4.	Instrument(s) / Equipment(s) Nos	
5.	Quantity:	
6.	E-way Bill No. & Date	
7.	Name of the vessel/Transporters	
8.	Name of the Consignee	
9.	Date of commissioning and proving test	
10.	Details of accessories/spares not yet supplied and recoveries to be made on that account	Nos./details
	Description of Item	Quantity Amount to be recovered
	(Enclose separate sheet, if required duly signed and seal).	

The proving test has been done to our entire satisfaction and operators have been trained to operate the instrument. M/s..... has fulfilled its contractual obligations satisfactorily. He has adhered to the time schedule specified in the contract in dispatching the documents pursuant to 'Technical Specification'. He has supervised the commissioning of the instrument in time, i.e. within the time specified in the contract from date of intimation by MPCB in respect of the installation of the instrument. Training of personnel has been done by the supplier as specified in the contract.

()
Senior Scientific Officer / Scientific Officer
I/c. Central / Regional Laboratory, MPCB,

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