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1. DISCLAIMER

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

Member Secretary

Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,

Opp. Cine Planet Cinema, Sion Circle
Sion (E), MUMBAI – 22
Ph: 022-24014701

Fax: 022-24024068 Email : eic@mpcb.gov.in

- 1.2 Neither MPCB, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP nor is it possible for MPCB to consider the financial situation and particular needs of each party who reads or uses this RFP. MPCB recognizes the fact that certain prospective Bidders may have a better knowledge of the Project than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.
- 1.3 Neither MPCB nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of MPCB or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
- 1.4 **MPCB** reserves the right to reject any or all of the Bids submitted in response to this *Request for Proposal* at any stage without assigning any reasons whatsoever.
- 1.5 **MPCB** reserves the right to change any or all of the provisions of this *Request for Proposal*. Such changes would be intimated to all parties procuring this *Request for Proposal*.

2. LIST OF ABBREVIATIONS

MPCB	Maharashtra Pollution Control Board
RO	Regional Office, MPCB
SRO	Sub-Regional Office, MPCB
HO	Head Office, MPCB
RFP	Request for Proposal
PBG	Performance Bank Guarantee
LoA	Letter of Award
LAB	Laboratory
EMD	Earnest Money Deposit
SD	Security Deposit

3. DEFINITIONS

3.1 BID

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

3.2 BIDDER

An entity that has submitted a Bid in response to this Request for Proposal Document. The Bidder can be a consortium of entities or an individual entity. In case of consortium, a consortium agreement between consortium members clearly indicating roles and responsibilities of each of the consortium member should be attached. A maximum of TWO (2) consortium members are allowed per consortium.

3.3 PROJECT

To select an appropriate Service Provider (SP) for Facility Management & Housekeeping Services at MPCB locations within Maharashtra.

A list and addresses of these offices is given in Annexure – II and for the services as mentioned in Annexure - I.

3.4 REQUEST FOR PROPOSAL

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

3.5 RESPONSIVE BIDDER

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

3.6 FILE

Bound entity consisting of consent related documents containing maximum of 500 pages which will include Application, Forms, Design & Drawing, Corresponds, etc.

Incase of original file containing more than 500 pages, a new file will be originated

3.7 HARD FILE FOLDER

A container of Hard Board in which maximum of 500 page documents will be bound and will be supplied by MPCB

3.8 DOCUMENT

A piece of written, printed, photo copied matter related to Consents

4. PROJECT CONCEPT & STRUCTURE

4.1 BACKGROUND

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

Board has Head Quarters at Sion, Mumbai, Central Laboratory at Mahape. Regional (RO), Sub-regional offices (SRO) and Regional Laboratories at various location across Maharashtra..

4.2 CURRENT SCENARIO

The Board has to deal with a lot of documentation on a day-to-day basis. These documents are generated internally as well as are from various customer interfacing activities. Over the years a sizeable quantum of documents has been accumulated at its various offices and new documents are generated.

These documents are in hard copy format and stored in compactors or storage rooms at individual offices. No uniformly defined in indexing, filing and storing mechanism is available as of now.

4.3 OBJECTIVE OF THE RFP

Board intends to upkeep Technical, legacy records at various MPCB locations properly by Sorting, indexing, filing and storing them so as to retrieve them easily as and when required by the Board

The objective of this RFP is to select a Service Provider having necessary experience and expertise to sort, index, the technical and legacy documents at locations (Annexure -1) of the Board.

4.4 BRIEF SCOPE OF WORK

For this the successful bidder will be required to deploy trained and responsible manpower to carry out actual physical movement of paper documents and related activities at MPCB. The Service Provider will be required to execute the assignment under defined SLA and the broad scope of work will be as defined below

- 1. Deploy sufficient qualified manpower to execute the work in the given timeframe
- 2. Sorting and Indexing of the documents as per the specified scope

- 3. Filing the documents in Hard File Folders provided by MPCB.
- 4. Arrangement of documents and files in MPCB premises in orderly fashion
- 5. Hand-over

4.5 CONTRACT PERIOD

The successful bidder will be awarded the contract for ONE (1) year starting from the date of the LoA. The Board reserves the right to terminate the contract on account of Service Provider's poor performance at any time during the contract.

5. DESCRIPTION OF THE SELECTION PROCESS

5.1 SUBMISSION OF e-BIDS

The submission of e-Bids by interested bidders in response to the Request for Proposal should be through e-Tender system only as mentioned in Annexure-4. The e-Bids will be

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

5.2 RESPONSIVENESS OF BID

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

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

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

5.3 STEP 1 (COVER 1) - TECHNICAL BID EVALUATION

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

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

The Price Bid would seek to identify the Bidder making the most competitive price offer to

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MPCB. The evaluation criteria for assessment of the Price Bid are described in Section -8. The format for the Price Bid is specified in Annexure - 4

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

5.5 AWARD OF Loa

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

5.6 SIGNING OF ORDER ACCEPTANCE

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

5.7 SCHEDULE OF ACTIVITIES

Sr. No.	ACTIVITY	Date
1.	Date of Start of Sale of RFP document	29-01-2018
2.	Date of End of Sale of RFP document	05-02-2018
3.	Last date for receipt of requests for clarifications	06-02-2018 17:00 Hrs
4.	Pre-bid Conference	07-02-2018 15:30 Hrs
5.	Last date & time for receipt of Bids (Containing Covers 1 & 2) Bid preparation	15-02-2018 17:00 Hrs
6.	Time and Date of Opening of Cover-1	22-02-2018 14:30 Hrs
7	Time and Date of Opening of Cover-2	26-02-2018 :11.30 Hrs
8.	Presentation by the bidders on their project implementation and support methodology with proposed schedule of activities	To be announced

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

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6. PROCEDURES TO BE FOLLOWED

6.1. ENQUIRIES & CLARIFICATIONS

Enquiries, if any, should be addressed to:

Member Secretary

Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,

Opp. Cine Planet Cinema, Sion Circle,
Sion (E), MUMBAI – 400 022
Ph: 022-24014701

Fax: 022-24024068 Email: eic@mpcb.gov.in

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

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

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

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

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

6.2. SUBMISSION OF THE BID

1. Cover 1 - Technical Bid

The information to be submitted by the Bidders as Cover 1 of their Bids is described in Section 7 and Annexure 4.

2. Cover 2 – Price Bid The Information to be submitted by the Bidders in the Price Bid (Cover 2) is described in Section 9 and Annexure 4.

3. Submission of the Bid

The Bidders are requested to follow the Bid submission process which is detailed in Annexure 4 as per the schedule elaborated in Section 5.7 and Annexure 4.

MPCB shall not be responsible for any delay in submission of the Bids. Any Bid received by MPCB after the due date for submission of the Bids stipulated in Section 5.7 and Annexure 4, will not be opened.

6.3. INITIALING OF THE BIDS

NOT APPLICABLE FOR e-tenders

6.4. INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

- 1. The Bidder has to bid for all the locations as mentioned in Annexure -I.
- 2. Bids received after the scheduled time will not be accepted by MPCB under any circumstances. MPCB will not be responsible for any delay for any reason whatsoever.
- Bid once submitted will be treated, as final and no further correspondence will be entertained on this. No Bids will be modified after the deadline for submission of Bids.
- 4. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* or those that do not contain the Covering Letter and other documentation as per the specified formats may be considered non-responsive and may be liable for rejection.
- 5. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
- 6. All communication and information should be provided in writing and in the English language only.

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

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

6.5. VALIDITY OF THE PRICE BID

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

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

6.6. FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

6.6.1. Fees for Request for Proposal (RFP) document

The RFP can be purchased by making a payment (non-refundable) of Rs. **5,000.00** (Rupees Five Thousand only) through online payment. Please refer Annexure-4 of this document for the payment methodology.

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

6.6.2. Earnest Money Deposit (EMD)

Bidders are required to submit a Earnest Money deposit (EMD) for an amount of Rs. 2,00,000.00 (Rupees Two Lakh Only) Please refer Annexure-4 for the payment of the same. Bids of the bidders who have not paid the EMD as stipulated in this RFP, will be rejected by MPCB as non-responsive. No exemptions to this clause will be allowed.

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

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

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

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

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7. SUBMISSION OF TECHNICAL BID: COVER - 1

7.1. CRITERIA FOR MINIMUM ELIGIBILITY AND BID RESPONSIVENESS:

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

- 1. The Bidder can be a consortium of entities or an entity as mentioned in clause 7.1.2. In case of consortium, a consortium agreement between consortium members clearly indicating roles and responsibilities of each of the consortium member should be attached. A maximum of TWO (2) consortium members are allowed per consortium. The agreement should be executed on a non judicial stamp paper of Rs.100. The credentials as per clauses 7.1.2, 7.1.3, 7.1.4, 7.1.5, 7.1.6, 7.1.7, 7.1.8, 7.4.1(1), 7.4.1(2) will be considered only of the Lead bidder. Other clauses fulfilled by either of the consortium members will be considered. In case of any breach of terms during the tendering process and/or during execution timeframe, all the consortium members will be jointly and severally held accountable and penalized accordingly.
- 2. The Bidding entity (individual or consortium members) should be a corporate entity-public / private limited company registered / incorporated under The Companies Act, 1956, and in business of providing office and records management and related services for minimum THREE (3) years as on 31st March 2017.
- 3. The bidder must have ISO 9000 certificate valid as on date of bidding
- 4. The Bidder should have valid PAN, GST as on the date of bidding and in force not later than 1st April 2014.
- 5. The bidder must have annual turnover of at least Rs. 10 Crores in the financial year ending 31st March 2017
- 6. The bidder should have executed at least ONE (1) order for providing office and records management Services in any of the last 3 financial year ending 31st March 2017.
- 7. The Bidder should have officially purchased the RFP document from MPCB office by paying the necessary fees as per section 6.6.1 of the RFP.
- 8. The Bidder should submit the EMD as stipulated in section 6.6.2. No exemption will be

granted under any circumstances.

7.2. COVER 1: INFORMATION FORMATS

Bidders are required to submit documents as per the following checklist -

Cover 1	Compliance to Minimum Eligibility Criteria and Technical Bid
PART 1	 a) Consortium agreement on non-judicial stamp b) Covering Letter as per the format specified in EXHIBIT 1 c) Attested copy of Power of Attorney d) Original System generated Receipt of fees for RFP issued by MPCB as per section 6.6.1 e) EMD as per section 6.6.2 f) CA's certificate about the Turnover / Average Turnover g) Certificate of incorporation / registration and GST registration certificate h) Copy of certificates in compliance with clause 7.1 (2) i) Copies of orders in compliance with clause 7.1 (5)
PART 2	 a) Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1 b) Technical proposal highlighting Company profile Proposed methodology Resources proposed to be deployed for MPCB with their skill sets and deployment plan (roles) for MPCB. CVs are to be attached

7.3. TECHNICAL BID - COVER 1

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

- 1. The technical bid should be in line with the requirements of MPCB
- 2. The bid should explain proposed methodology for undertaking the project as envisaged in the RFP document.
- 3. The bid should also explain the resource (manpower, machinery, etc) deployment plan, with candidates proposed. Proposed organization structure for MPCB support

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with escalation matrix needs to be given.

4. The bid should have all relevant testimonials, so as to ensure they score maximum marks under the evaluation system defined in section 7.4.1

7.4. TECHNICAL BID: EVALUATION CRITERIA & PROCESS

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

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

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

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

7.4.1. Evaluation of Technical Bid

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

Sr	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
1	Constitution and Average Annual Turnover	Marko	10	prosented
а	Constitution of Bidder	5		Ocatificate of
	Private Limited	3		Certificate of
	Public Limited	5		Incorporation
	Average Turnover (AT) of the organisation for past 3 financial years ending 31st March 2017	5		
b	AT < Rs 10.00 crores but > 7.00 Crores	2		Certificate from CA
	AT < Rs. 15.00 crores but ≥ 10.00 Crores	3		
	AT ≥ Rs. 15.00 crores	5		
2	Organisation's Capability		35	
	Number of Industry recognized Certification other than ISO 9000 in Physical Records management	5		
а	Certificates = 1	1		Copies of certificates
	Certificates = 2	3		
	Certificates > 2	5		
	Diploma manpower (Diploma 10+3 / 12+3)	5		
b	Manpower < 50 but > 25	1		Self declared list on
	Manpower < 100 but ≥ 50	3		Company letter head of
	Manpower ≥ 100	5		manpower on roll for at
	Graduate manpower (Degree 12+3 / 12+4)	10		least six months along
С	Manpower < 50 but > 25	3		with copies of CV
	Manpower < 100 but ≥ 50	5		
	Manpower ≥ 100	10		
	Presence at MPCB office locations	15		
d	Locations ≤ 2	5		Documents showing
	Locations ≤ 5 but > 2	10		proof of address
	Locations > 5	15	40	
3	Past Performance:		40	
а	Similar orders of Physical Records management of Technical Documents in last 3 years ending as on 31st March 2017	10		
	Orders < 3	5	_	
	Orders ≥ 3	10		Self declared List and
b	Similar orders of Physical Records management of Technical Documents from Govt. / Semi Govt. organisations 5 marks per order	<mark>1</mark> 5		Copies of the orders
С	Similar orders of Physical Records management of Technical Documents specific for environment domain 5 marks per order	<mark>15</mark>		
4	Presentation on execution methodology		15	Presentation by the proposed Project Manager
	TOTAL MARKS	<u> </u>	100	

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

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

After technical evaluation, MPCB will rank the bidders in descending order of their technical scores with the top ranked bidder having the highest technical score. If any bidder is found to be technically inadequate to the requirements of MPCB, i.e. if the technical marks are lower than 65, then that bidder's bid would be deemed non-responsive for further evaluation and would not be considered further in the bidding process.

If in case, after technical evaluation, only one bidder is found to be responsive & eligible, i.e. if the technical marks of only one bidder are more than or equal to 65, the Board will decide an acceptable price band and open Price Bid of the only eligible bidder. If the price bid of the bidder falls within the price band specified by the Board, the bidder will be declared as the SUCCESSFUL BIDDER.

7.5. PRESENTATION BY BIDDERS

MPCB shall invite the Bidders to make a presentation, at their own cost and expenses, for their execution methodology. The schedule for the presentation along with date and time slot will be communicated to the bidder/s, by MPCB at a later date. The presentation has to be given by the proposed Project Manager for the assignment.

8. EVALUATION OF PRICE BID: COVER 2

8.1 PRICE BID PARAMETERS

Bidders are required to offer their best prices for the services only in the format of the price bid given at Annexure-3 of this RFP document through e-Tender procedure explained in Annexure 4. Price offer in any other format will rejection of the bid and disqualification of the bidder from the evaluation process.

8.2 EVALUATION OF PRICE BIDS AND RANKING

The price bids of only technically successful bidders whose technical Bids have been awarded **65** or more marks by the Committee will be opened.

The evaluation will carried out if Price bids are complete and computationally correct. For the purpose of evaluation, only the Grand Total will be considered. Lowest Price bid (denoted by symbol "P (m)") will be allotted a Price score of 100 marks. The Price score will

be denoted by the symbol "S (p)". The Price score of other bidders will be computed by measuring the respective Price bids against the lowest bid.

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

8.3 COMPUTING THE FINAL SCORE

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

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

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

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

8.4 AWARD CRITERIA

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

In case there are more than one bidders having the highest composite score, the bidder having higher technical score will be declared as the successful bidder.

8.5 NOTIFICATION OF AWARD

After selection of the Successful Bidder and after obtaining internal approvals, MPCB will issue Letter of Award (LoA) or Work Order to the Successful Bidder.

Upon the Successful Bidder accepting the LoA / Work Order, MPCB will sign a services contract with the service provider. Upon Successful Bidder signing the contract and furnishing the requisite guarantees, MPCB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

9. PAYMENT TERMS

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

- 9.2 Following payment terms will be offered to the successful Bidder:
 - 1. Within 15 days of MPCB issuing the LoA, the Successful bidder/s will sign the Contract. The successful bidder at its cost, charges and expenses will submit a PBG for an amount equivalent to 5% of the value of the contract in favour of MPCB at the time of signing of the contract. The PBG shall be in the form of a guarantee of a Nationalised Bank acceptable to MPCB and shall be valid till the end of 14 months from the date of issuance.
 - 2. The service provider will be paid monthly in arrears for the completed files as certified by MPCB after deductions (statutory and penalties) towards penalties, if any.
 - 3. In case of consortium all payments will be made vide a crossed cheque payable in Mumbai to the Lead Bidder, within 30 days of submission of invoice and after due scrutiny by MPCB or their appointed consultant and after deduction, if any.

4. PENALTY

- Monthly target of number of Files to be processed will be mutually decided between SP and MPCB
- A penalty of 2% of the value of the monthly target value will be levied if Monthly target is not achieved.
- If decided targets are not met for THREE (3) consecutive months MPCB may consider Termination of contract for non-performance.

10. INDEMNIFICATION

The bidder hereby agrees and undertakes that, during the Term of the Contract, it shall indemnify and keep indemnified and otherwise save harmless, MPCB from any third party suits instituted against MPCB which are proved to be because of a direct consequence of the installation and / or use of equipment & services provided by the successful bidder.

The Successful Bidder shall indemnify MPCB against all losses and claims in respect of death or injury to any of their personnel, which may arise out of or in consequence of the execution of the project and remedying of any defects therein, and against all claims, proceedings, damages, costs whatsoever in respect thereof or in relation thereto. The successful bidders must enter in to Non-Discloser agreement with MPCB.

11. SAFETY CODE

The Service Provider shall observe all necessary precautions for the safety of their staff.

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The Service Provider should undertake the work with the highest safety standards and ensure safety of their personnel at all times.

12. COMPLIANCE WITH STATUTE, REGULATIONS

The Service Provider shall conform in all respects, including by the giving of all notices and paying of all fees in accordance with the provisions of any Central or State Statute, Ordinance or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution of the contract.

13. ASSIGNABILITY

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

14. CONFIDENTIALITY

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

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

15. NON-SOLICITATION

Successful Bidder and MPCB agree not to recruit, hire, Engage or Attempt to Recruit, Hire or Engage, discuss employment with, or otherwise utilize the services in any capacity, of any person who shall have been associated with this project on behalf of the other party at any time during the term of the contract (and within Eighteen Months of expiry of the contract); or induce any such person of the other party at any time during the term of the contract (and within Eighteen Months of the Expiry of the contract), to terminate his/her relationship with such other party; unless otherwise mutually agreed to between the contracting parties

16. CORRUPT & FRAUDULENT PRACTICES

MPCB requires that the bidder under this RFP document maintains highest standards of ethics during procurement and execution of this project. In pursuance of this policy the

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board defines the terms set forth as follows

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

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

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

17. TERMINATION OF CONTRACT

17.1 Termination for Default

MPCB without prejudice to any other remedy available for breach of Contract may terminate the Agreement in whole or in part, by a 30 days notice in writing to the Service Provider for any one or all of the following. On such termination, in addition to any other remedy available under the contract the EMD, Implementation/ performance Security will be liable for forfeiture.

- 1. If the Service Provider fails to execute the work up to the minimum assurance quality as per the scope of the work or
- 2. If the Service Provider fails to provide all or any of the Contracted services specified in the Agreement or
- 3. If the Service Provider is found to be violating any of the provisions mentioned in clause 16 of this RFP or
- 4. If the Service Provider in the judgment of MPCB has engaged in corrupt, fraudulent practices, MPCB shall afford an opportunity to the Service Provider to represent his case before termination of the agreement.
- 5. MPCB shall issue a notice explaining the nature of violations committed by the facilitator and / or afford on opportunity to the Facilitator to represent his case before termination of the agreement.
- 6. In the event MPCB terminates the Agreement in whole or in part, MPCB may procure upon such terms and in such manner as it deems appropriate service similar to those undelivered and the Service Provider shall be liable to pay to MPCB for any excess costs occurred for procuring such similar services.

However the Service Provider shall continue to perform the agreement to the extent not terminated.

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17.2 Termination for Insolvency

If the Service Provider becomes bankrupt of otherwise insolvent, MPCB may terminate the Contract by giving written notice of 30 days to the Service Provider. In this event, termination of the contract will be without compensation to the Service Provider, provided that such termination shall not prejudice any right to action or remedy available to the MPCB which is provided in the RFP document,

17.3 Termination for Convenience

MPCB may by written notice to the Service Provider terminate the Contract in whole or in part at any time for its convenience and the extent to which performance of the Service Provider under the Contract is completed. In such event the MPCB may elect to pay to the Service Provider a mutually agreed amount for partially completed services, within 30days from the date or termination of contract.

18. FORCE MAJEURE

Notwithstanding the provisions of the RFP, the service provider or MPCB shall not be liable for penalty 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. For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving MPCB or Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the service provider shall promptly notify MPCB in writing of such condition and cause thereof. Unless otherwise directed by MPCB in writing, the service provider shall continue to perform its obligations under contract as far as possible.

19. SERVICE PROVIDER'S LIABILITY

The selected service provider will be liable for all the deliverables.

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

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or

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liabilities, compensation suffered by MPCB arising out of claims made by its customers and/or regulatory authorities

20. ARBITRATION

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

21. LEGAL JURISDICTION

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

22. EXHIBIT - 1

FORMAT OF THE COVERING LETTER

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

Date: Place:

To,

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

Dear Sir,

Sub: Selection of Service Provider for Indexing and Storing of Technical, Legacy Records

Please find enclosed our Bid for "Selection of Service Provider for Indexing and Storing of Technical, Legacy Records" in response to the Request for Proposal (RFP) Document issued by MPCB dated

We hereby confirm the following:

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

For and on behalf of:

Signature:

(Authorized Representative and Signatory)

Name & Designation of the Person:

23. EXHIBIT - 2

FORMAT FOR COVERING LETTER SUBMISSION- WITH PRICE BID

(cover letter on Company Letterhead. Format of Price Bid is given in Annexure - 4)

Date: Place:

To,

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

Dear Sir,

Sub: Selection of Service Provider for Indexing and Storing of Technical, Legacy Records

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

The cost of the services to be provided as per the requirements stipulated in this RFP is as per Annexure 4.

The price quoted is for the contract period of ONE (1) year.

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

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

24. ANNEXURE - 1

LIST OF LOCATIONS AND APPROXIMATE NUMBER OF FILES

The following table shows MPCB office locations where Service for Indexing and Storing of Technical, Legacy Records is to be provided

Sr	Office	Address	Approx. Number of files
1	Head Office	Kalpataru Point, 3rd floor, Opp. Cine Planet Cinema, Sion Circle, Sion (E), Mumbai – 400 022	
2	Regional Office Amravati	Maharashtra Pollution Control Board "Sahkar Surbhi" Bapatwadi, Near Vivekanand Colony, Amravati- 444606	
i	S.R.O. Akola	Near, Shashtri Nagar, Akola-444005	
3	Regional Office Aurangabad	Paryavaran Bhavan, A - 4/1, MIDC Area , Chikalthana, Near Seth Nandlal Dhoot Hospital, Jalna Road, Aurangabad- 431210	
i	Latur	Dev Towers, Opposite Tahsil Office, Latur - 413512	
ii	Nanded	Lahoti Complex, 2nd Floor, Near Shivaji Statue, Vajirabad, Nanded - 431601	
iii	Parbhani	Devkripa Building, Rangnath Maharaj Nagar, Nandkheda Road, Parbhani - 431401	
4	Regional Office Kalyan	Maharashtra Pollution Control Board, Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, Kalyan (West)	
5	Regional Office Kolhapur	Maharashtra Pollution Control Board, Udyog Bhavan Building, Near Collectarate Office, Kolhapur - 416 002	
i	S.R.O. Sangli	300/2 ,'Udyog Bhavan , Near Government, Rest House, Vishrambaug , Sangli - 416 416	
ii	S.R.O. Ratnagiri	Revenue Department Employees Co-Op Credit Society Ltd., Office Building, Collectors Office Compound, Zandgaon, Ratnagiri 415639	
iv	S.R.O. Chiplun	Parkar Complex , 1st floor, Behind Nagar Parishad Office, Chiplun Taluka. Chiplun Dist . Ratnagiri	
	Regional Office	Address	
6	Regional Office Mumbai	2 nd floor, Raikar Chamber, Station Road, Govandi, Mumbai - 400088	
7	Regional Office Nagpur	Udyog Bhavan , 6th floor , Near Sales Tax Office, Civil Line , Nagpur - 440 001	
i	S.R.O. Bhandara	Petkar Building, Sant Tukdoji Ward, Behind LIC Building, Bhnadara, Nagpur - 440 001	
8	Regional Office Nashik	Udyog Bhavan, First Floor, Trimbak Road, Near ITI, Satpur, Nashik - 422007	
i	S.R.O. Jalgaon I	Late Shri Bhikamchand Jain Municipal Market Building , Hall No. A , 3rd floor, Jalgaon - 425 001	

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	S.R.O.	Late Shri Bhikamchand Jain Municipal Market Building, Hall No. A, 3rd	
ii	Jalgaon II	floor, Jalgaon - 425 001	
	oaigaoii ii	Hall No. 2 & 3, Savitribai Phule, Vyaparsankul, Near T.V. centre,	
iv	Ahmednagar		
	_ _	Savedi, Ahmednagar - 441 003	
	Regional		
9	Office	Maharashtra Pollution Control Board, Raigad Bhavan, 6th & 7th	
9	Navi	floor, Sector - 11, C.B.D Belapur, Navi Mumbai	
	Mumbai	•	
	Regional	Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune -	
10	Office Pune	411003.	
		Manjunath Major Commercial Building, 531, Sadar Bazar, Opp.	
i	S.R.O.Satara		
	0.0.0	Science College, Dist Satara - 415002.	
v	S.R.O.	4/B, Bali Block, Civil Lines, Oppsite Government Milk Scheme, Saat	
	Solapur	Rasta, Solapur - 413003	
Sr	Regional	Address	
Si	Office	Address	
	Regional	Malaca I (a) B. II. dia Control Broad B. Indiana and dia	
11	Office	Maharashtra Pollution Control Board, Raigad Bhavan, 6th floor,	
	Raigad	Sector - 11, C.B.D Belapur, Navi Mumbai	
	S.R.O.	Samaik Suvidha Kendra Building, MIDC - Mahad, District Raigad - 402	
i		j , , , , , , , , , , , , , , , , , , ,	
	Mahad	309	
	Regional	Maharashtra Pollution Control Board, Plot No P-30, 5th floor Office	
12	Office	Complex Building Mulund Checknaka, Thane.	
	Thane	Complex Building Mulana Checkhaka, Thane.	
	SRO Tarapur	MIDO Office Building Being Office Book Tone Tone Bird Ti	
i	1	MIDC Office Building, Boisar Station, Post Taps, Tarapur, Dist.Thane	
ii	SRO Tarapur	MIDC Office Building Beiser Station Boot Tana Taranus Bist Thoras	
II .	II	MIDC Office Building Boisar Station, Post Taps, Tarapur, Dist Thane	
	Regional		
13	Officer	Mahaveer Tower, 2nd floor, Mul Road, Chandrapur, 442 401	
	Chandrapur		

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25. ANNEXURE – 2

SCOPE OF WORK

Board intends to outsource an agency or Service Provider to upkeep Technical records at various MPCB locations in proper way by sorting, sequencing, indexing and arranging them so as to retrieve them easily as and when required by the Board.

The minimum specified work to be undertaken by the service Provider has been categorized as under:

- Deploy sufficient qualified manpower (Diploma 10+2/12+3, Degree 12+3 / 12 +4) to execute the work in the given timeframe
- Receive files from MPCB
- Create and Update received file list
- Sorting of files and documents
- Indexing of the documents as per the specified scope
- Remove unwanted documents/files as per instructions from MPCB
- Refilling the documents in new Hard File Folder
- Arrangement of files in MPCB premises at designated place in orderly fashion
- Create final filing catalogue and location index
- Hand-over
- 1. The Service Provider should collect the physical files from the concerned officers of MPCB. The SP would maintain a Log Register. The format for the Log register to be mutually finalized between SP and MPCB.

It would be the responsibility of the service Provider to maintain and return the files in their improved form. The SP shall be responsible for any damage or loss to the records.

- 2. Document/ filing preparation activity will include following, but not limited to:
 - 1. Unbinding of files.
 - 2. Removal of tags, pins, threads etc.
 - 3. Sorting of documents in correct order and batch.
 - 4. Remove duplicates, if any.
 - 5. Special preparation of documents which are not in a good condition.
- 3. SP will check condition of documents/ papers and if they are found damaged at any of the stage, SP will inform concerned MPCB officer and take mutually agreeable action.
- 4. After preparation, the sorting of documents will be done based on alphabetically,

chronologically and Category-wise arranging of Industry. After sorting, Indexing of the files has to be done. The indexing field will be a maximum of 10 Fields with 200 Characters average. The indexing tags would be alphanumeric and will be in English and Marathi. Indexing Parameter will be tagged to a file. The format of Tag will be mutually finalized between SP and MPCB Once the indexing is done, QC will be done to ensure the indexing is done without any mistake.

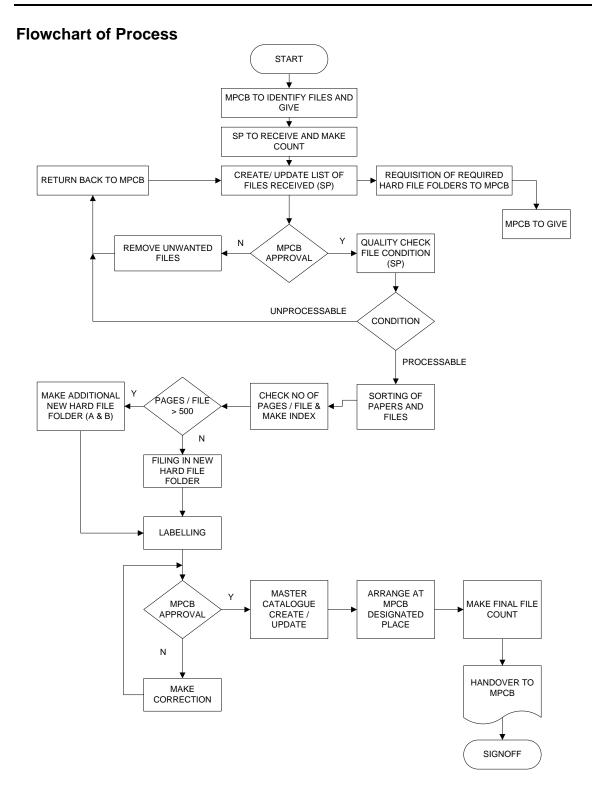
- 5. The files would be placed in the location provided by MPCB with. The Service Provider shall store the files in the Racks, which will be provided by MPCB, in a manner which can be retrieved easily for future reference whenever required. The Physical storage details like Storage Room No, Rack No, Box No., Location etc. will be documented in physical Record Management System.
 - Service Provider should maintain a log for the files handed over to the authorized officer and replace the file back in the original location soon after the file is returned.
- 6. SP will arrange tools such as Punching machine, Stapler and staples, Piercing tool, Threads, Hole guards, etc. required for filing on his own account.

MPCB Responsibilities:

MPCB as project sponsors will have following responsibilities as facilitators

- 1. Space, Furniture and Power: MPCB will provide the service Provider adequate space and office furniture (tables, chair). Power for computer and printer if required.
- 2. Storage Files: MPCB will provide Hard File Folders of the required size and specifications for storage of the documents. Specifications and dimensions for the same should be jointly worked between the Service Provider and MPCB
- MPCB will provide the Service Provider a comprehensive indexing, filing and storage arrangement policy to be followed uniformly at all the location during execution of the project
- 4. MPCB will ensure availability of necessary information and access to authorised resources of Service Provider on written requests, to ensure successful completion of the project.

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26. ANNEXURE - 3

Price Bid Format

Note: Commercial Offer has to be entered online only. An <u>Online Form</u>, similar to the Commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer. Additionally the bidders should print this format and fill with the rates asked, sign and seal the document and upload the same as a part of Envelope 2 submission)

Sr. No.	Description	Qty of Files	Basic Rate per file in Rs.	Total Basic Amount in Rs.	
		Α	В	C=A*B	
1	Processing of files (containing 500 Pages per file as defined) as per SOW as mentioned In Annexure - 3	90,000*			
	Taxes in Rs.(D)				
	GRAND TOTAL IN Rs.(C+D)				

Grand Total Amount in Rs.:		

- 1. *The number of files mentioned above is indicative only. The final payment including stage wise payment will be based on the actual number of files completed.
- 2. Prices quoted are for the Files and locations as in Annex-2 and scope in Annex-3 for a period of 1 year
- 3. The prices are valid for 180 days from the date of bid.

For and on behalf of: Signature (Authorized Representative and Signatory of the Bidder): Name of the Person: Designation: Date:

Note:

27. ANNEXURE - 4

DETAILS FOR E-TENDER PROCEDURE

NOTICE DETAILS

Tender Reference no.	NOTICE No.: MPCB/EIC/314 Date: 25/01/2018		
Name of Work / Item	"Selection of Service Provider for Sorting, Sequencing & Indexing Technical Documents and files"		
Cost of blank tender document & Mode of Payment	Rs. 5,000/- (Rupees Five Thousand Only) (Non Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage.		
EMD Amount & Mode of Payment	Rs.2,00,000/- (Rupees Two Lakhs Only) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.		
Date ,Time and Place of Pre Bid Meeting	7th February 2018, 15:30 Hrs at MPCB Conference Hall, Kalpataru Point, 4th Floor, Opp. PVR Cinema, (near Sion Circle) Sion (East), Mumbai - 400 022		
Venue of online opening of tender	MPCB Conference Hall, Kalpataru Point, 4th Floor, Opp. PVR Cinema, (near Sion Circle) Sion (East), Mumbai - 400 022		
Address for Communication	MPCB Conference Hall, Kalpataru Point, 4th Floor, Opp. PVR Cinema, (near Sion Circle) Sion (East), Mumbai - 400 022		
Contact Telephone & Fax Numbers	Tel.No 022- 240 87 295, 022- 240 10437 Fax - 022- 240 87 295 Email - ee@mpcb.gov.in		
e-Tendering Helpline Support: Monday to Friday: 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM	Telephone: 020 - 3018 7500 Email: support.gom@nextenders.com		

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e-TENDER TIME SCHEDULE

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

Sr. No.	Activity	Porformed by	Start		Expiry	
Sr. No.	Activity	Performed by	Date	Time	Date	Time
1	Release of E-tender	Department	29-01-2018	11.00	30-01-2018	15:00
2	E-tender Download	Riddors	30-01-2018	11.01	05-02-2018	17:00
3	3 Bid Preparation Bidders		30-01-2018	11.01	15-02-2018	17:00
4	Superhash Generation & Bid Lock	Department	16-02-2018	10.00	16-02-2018	13:00
5	Control Transfer of Bid	Bidders	16-02-2018	13.01	20-02-2018	17:00
6	Envelope 1 Opening	Department	22-02-2018	14.30	22-02-2018	17:30
7	Envelope 2 Opening	Department	26-02-2018	11.30	26-02-2018	14:30

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

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INSTRUCTIONS TO BIDDERS FOR e-Tendering

GENERAL INSTRUCTIONS:

The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra**: https://maharashtra.etenders.in

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

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

A Training Workshop on e-Tendering procedure will be held at 4th floor Conference Hall, MPCB, Sion, if there is a demand for the same multiple prospective bidders.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

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

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as **Net Banking**, **Debit Card**, **Credit Card and NEFT/RTGS** during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

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

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

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

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

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

TENDER DOCUMENT PURCHASE AND DOWNLOAD:

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

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

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

Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

The Tender form will be available online only. Tender forms will not be sold / issued manually from M.P.C.Board office

The bidders are required to download the tender document within the pre-scribed date & time mentioned in online tender schedule. After expiry of the date and time for tender document download, Department / Corporation will not be responsible for any such failure on account of bidders for not downloading the document within the schedule even though they have paid the cost of the tender to the Department / Corporation. In such case the cost of the tender paid by the bidders will not be refunded.

PREPARATION & SUBMISSION OF BIDS

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

Online Bid Preparation

EARNEST MONEY DEPOSIT (EMD)

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

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

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

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

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

TECHNICAL BID

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

The list of documents for Technical Envelope is as follows:

Sr. No.	List of Documents	Compulsory / Additional
1	Consortium agreement on non-judicial stamp of Rs.100/-	Compulsory
2	Covering Letter along with its annexure as per Format in EXHIBIT 1	Compulsory
3	Attested copy of Power of Attorney	Compulsory
4	Proof of Purchase of RFP	Compulsory
5	EMD as per Section 6.6.2	Compulsory
6	Certificate of incorporation / Registration Service Tax registration certificate	Compulsory
7	Goods and Service Tax registration certificate	Compulsory
8	Copies of documents in compliance of Section 7.1	Compulsory
9	Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1	Compulsory
10	Technical Proposal as mentioned in section 7.2 PART 2 (b)	Compulsory
11	Covering Letter As per Format in EXHIBIT 2	Compulsory
12	ANYTHING ELSE	

COMMERCIAL BID

All commercial offers must be prepared online (An online form will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Preparation** stage).

Any bidder should not quote his offer any where directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope.

Towards the end of Bid Preparation, once verification of EMD payment is successful, bidder completes the Bid Preparation stage by generating the Hash Values for T1 and C1. Post this, system won't allow him/her to make any further changes or modifications in the bid data.

Online Bid Submission

In this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody.

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Note: During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION

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

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

Hence, it is strongly recommended to bidders to initiate this payment well in advance prior to expiry of Bid Preparation stage in order to avoid elimination from Online Bidding Process on grounds of failure to make this payment.

During the activity of **Bid Preparation**, bidders are required to upload all the documents of the technical bid by scanning the documents and uploading those in the PDF format. This apart, bidders will have to quote commercial offer for the work / item, for which bids are invited, in an online form made available to them in Commercial Envelope. This activity of **Bid Preparation** should be completed within the pre-scribed schedule given for bid preparation.

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

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

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

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

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

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

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

OPENING OF BIDS:

The bids that are submitted online successfully shall be opened online as per date and time given in detailed tender schedule (if possible), through e-Tendering procedure only in the presence of bidders (if possible).

Bids shall be opened either in the presence of bidders or it's duly authorised representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

TECHNICAL ENVELOPE (T1):

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

At the time of opening of technical bid the tenderer should bring all the original documents that have been uploaded in the Online Technical Envelope (T1) so that same can be verified at the time of opening of technical bid.

If the tenderer fails to produce the original documents at the time of opening of technical bid then the decision of the committee taken on the basis of document uploaded will be final and binding on the tenderer.

If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded.

Decision of the tender opening authority shall be final in this regard.

The right to accept or reject any or all tenders in part or whole without assigning any reason thereof is reserved with Tender Opening Authority and his decision(s) on the matter will be final and binding to all.

The commercial bids shall not be opened till the completion of evaluation of technical bids.

The commercial Bids of only technically qualified Bidders as mentioned above will be opened.

COMMERCIAL ENVELOPE (C1):

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only,

PRICE SCHEDULE

Note: Commercial Offer has to be entered online only. An <u>Online Form</u>, similar to the Commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer.

Final List of Documents to be uploaded Online:

The following documents should be uploaded by the bidders in the form of PDF Files in the same order as mentioned below, on the e-Tendering website during **Online Bid Preparation** stage.

Sr. No.	List of Documents	Compulsory / Additional
1	Consortium agreement on non-judicial stamp of Rs.100/-	Compulsory
2	Covering Letter along with its annexure as per Format in EXHIBIT 1	Compulsory
3	Attested copy of Power of Attorney	Compulsory
4	Proof of Purchase of RFP	Compulsory
5	EMD as per Section 6.6.2	Compulsory
6	Certificate of incorporation / Registration Service Tax registration certificate	Compulsory
7	Goods and Service Tax registration certificate	Compulsory
8	Copies of documents in compliance of Section 7.1	Compulsory
9	Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1	Compulsory
10	Technical Proposal as mentioned in section 7.2 PART 2 (b)	Compulsory
11	Covering Letter As per Format in EXHIBIT 2	Compulsory
13	Price Bid as per format in Annexure 4	Compulsory
14	ANYTHING ELSE	

Note: During **Online Bid Preparation**, apart from the above mentioned documents, if any need arises to upload additional documents in Technical Envelope, an option of '**Upload Additional Documents**' has been provided in the e-Tendering software which will be available to bidders during **Online Bid Preparation** stage.

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