

MAHARASHTRA POLLUTION CONTROL BOARD
(Govt. of Maharashtra Enterprise)

TENDER FORM

NO.MPCB/ESTB/2018-19

NAME OF WORK : **Providing Manpower services such as Stenographer, Data Entry Operator cum Assistant, Data Entry Operator(Technical) Scientific Assistant,Analyst, Accounts Logistics,Technical Assistant,Web Administrator, Law Officer,Legal Retainer Driver, Office Boy, under MPCB, Mumbai.**

ESTIMATED COST	:	Rs. 3.00 Crore
EARNEST MONEY	:	Rs. 10.00 Lakh
TIME OF COMPLETION	:	12 months
COST OF TENDER DOCUMENT	:	Rs.10,000/-
DATE OF ISSUE	:	08/02/2018
DATE OF ISSUE & LAST DATE & TIME TO SALE OF BLANK TENDER DOCUMENTS.	:	09/02/2018 to 16/02/2018 During Office Hrs
LAST DATE & TIME OF SUBMISSION OF TENDER	:	22/02/2018 Up to 17.00 p.m.
PRE-BID-MEETING	:	20/02/2018 Time 15:30 p.m.
TIME & DATE OF OPENING OF TECHNICAL ENVELOPE	:	26/02/2018 at 14.30 p.m.
ADDRESS FOR COMMUNICATION	:	Member Secretary, Maharashtra Pollution Control Board 3rd Floor, Kalpataru Point, Sion Matunga Scheme No 8, Sion (E), Mumbai 400 022. Tel. No. 022-24010437 / 24020781 Fax No. 022-24010682/ 24023516 Email : ao@mpcb.gov.in Website : http://mpcb.gov.in

TABLE OF CONTENTS

Section	Subject	Page No
I	Notice Inviting Tender	
II	Information & Instructions for Renderers	
III	Scope of Work	
IV	Terms & Conditions	
V	Tender Forms & Schedules	
VI	Forms of different Deeds and Guarantees	

SECTION – I
NOTICE INVITING TENDER

Maharashtra Pollution Control Board

3rd Floor, Kalpataru Point, Sion Matunga Scheme No 8,

Opp: Cine Planet . Sion (E), Mumbai 400 022.

Tel. No. 022-24010437 / 24020781 Fax No. 022-24010682/ 24023516

Website : <http://mpcb.gov.in> Email : ao@mpcb.gov.in

TENDER NOTICE

Member Secretary, MPCB invites sealed tender in two envelope system from the approved and registered service providing Agencies/Contractors for providing skilled Manpower Services mentioned below:-

SDescription of Manpower Services	Approx. Estimated Cost (Rupees)	Amount of EMD (In Rs.)	Period of Requirement	Cost of Tender (Rs.)	Sale of Tender Document	Last Date of Submission of Tender	Due Date of Opening Tender
Manpower services such as, Stenographer Data Entry Operator-cum-Assistant, Data Entry Operator(Technical)Scientific Assistant, Analyst, Accounts logistic, Technical Assistant, Web Administrator, Law Officer, Legal Retainer, Driver, Officer boy etc at various offices in Maharashtra.	3 crore	10/- Lak h	12 months	10,000	09/02/2018 to 16/02/2018 during office hours	22/02/2018 upto 17.00 pm	26/02/2018 At 14 30 p.m.

For detailed information about tenders term and conditions and tender documents, please refer our website <http://mpcb.gov.in>

Tender documents can be purchased from e-Tender Website or MPCB's Website online payment of Rs. 10,000/- .

Sd/-
Member Secretary, MPCB

SECTION – II
INFORMATION AND INSTRUCTION FOR
TENDERERS

INFORMATION AND INSTRUCTIONS FOR TENDERER

1.0 GENERAL

This section of the bidding documents provides the information necessary for bidder to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission, opening and on contract award. Matters governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not normally included in this section, but instead under General Conditions of Contract and Special Conditions of Contract.

2.0 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of its bid, and the MPCB will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

BID PRICES

3.1 The bidders shall quote for the entire work on a single responsibility basis such that the total bid price covers all the contractor's obligations under the contract.

3.2 The unit rates of all the services for all categories to be provided under this contract shall comprise of bellow mentioned parts :

(ii) **Fixed Charges:**

Minimum Remuneration as fixed by the MPCB as specified in Annexure-I of Section V.

Fixed charges as specified in Annexure-I above will be essentially required to be paid to the employees after deducting professional tax at the rates fixed by Govt. of Maharashtra

(b) Management / Service & Other Charges:

The bidders are required to quote for the service charges for providing various categories of services (as mentioned in Annexure-I) Section –V. The following components may be taken into consideration while quoting of the rates.

(ii) **Contractor's Management / GST .**

(ii) Payment towards all statutory obligations, as deemed necessary excluding applicable taxes.

(c) GST :

The estimated cost as specified is exclusive of GST. GST shall be paid to the Contractor against their claim in each running bill at the rates prevailing at the time of execution of work. Contractor shall submit quarterly proof of deposition of GST.

3.3 In case, the rates quoted by a bidder are such that the Contractor's liabilities under the contract cannot be met out from the rates, then his tender is liable to be treated as non-responsive and may be summarily rejected.

3.4 The personnel deployed shall be entitled for 52 days weekly holidays on Sundays, non-working Saturdays as per Govt rules & other public holidays declared by Govt. of Maharashtra and services shall be deemed to be provided on these days.

6.0 LANGUAGE OF BID

The ruling language of the bid and correspondence exchanged between the Bidder and the MPCB shall be English.

5.0 EMD

- 5(A) 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.5(B). Tenders not accompanied by Earnest Money Deposit shall be rejected and dealt as per the policy of the MPCB. If during the tender validity period, tenderer withdraws his tender the Earnest Money Deposit shall be forfeited.
- 5(C) The Earnest Money Deposit will be returned to the unsuccessful tenderers after finalization of award of the work.

6.0 BID VALIDITY:

Bids shall remain valid for a period of at least 90 days from the closing date prescribed by the MPCB for the receipt of bids. A bid valid for a shorter period shall be rejected by the MPCB as being non-responsive. In exceptional circumstances, the MPCB may solicit the bidder's consent to extension of the bid validity period. The request and response thereto shall be made in writing. A bidder may refuse the request to prolong the period of validity without forfeiting its EMD. A bidder granting the request will neither be required nor be permitted to modify its bid.

7.0 SUBMISSION OF TENDERS:

I. Envelope No.1 :-

- I. The envelope should be superscripted as "EMD for No. MPCB/Estb./2018-19 for Providing Manpower Services such as Stenographer, Data Entry Operator cum Assistant, Data Entry Operator(Technical), Scientific Assistant, Legal Retainer, Law Officer, Analyst, Accounts Logistics, Technical Assistant, Web Administrator,
- II. Office Boy, Driver under MPCB, Mumbai and should contain following documents:

- III. Experience of completing at least a single work of similar nature equal to 80% of estimated cost in a year of proposed work during last three years.
 - III. Copy of GST Registration Certificate.
 - IV. Copy of Registration under shop & establishment act or any other Appropriate authority.
 - V. Copy of valid labour license issued by regional labour commissioner.
 - VI. Documents in support of the bidder having achieved Annual Financial turnover of not less than 9 crores during the last three (3) Financial Years, ending 31.03.2017.
 - VII. Copy of Permanent Account Number ((PAN)) card allotted by Income Tax Dept. GOI, in the name of firm/proprietor/agency for Income Tax payment.
- v. Envelope No.2:**
- I. Providing Manpower Services such as Data Entry Operator cum Assistant, Stenographer, Data Entry Operator (Technical), Scientific Assistant, Legal Retainer, Law Officer, Analyst, Accounts Logistic, Technical Assistant, Web Administrator, Office Boy, Driver, etc. under MPCB. This envelope shall contain the bill of quantity schedule of rate dully completed, stamped and signed by authorized signatory/representative of the company. This envelope shall only be opened after finding EMD and other required documents in Envelope No.1 in order. Interested parties or their representative may participate to witness the tender opening.
 - II. In case price bid is found in envelope No.1 whole offer shall be rejected.
 - III. The rate should be quoted in Format of Annexure V
- (e) Envelope No.1 containing of EMD and Technical bid shall be opened on the due date and time of the tender opening in presence of the authorized representatives of the tenderer whoever may be present in the office of Member Secretary, Mumbai.
- (f) Price Bid Envelop No.2 of only those tenderers will be considered for opening, who qualify in the Technical Bid evaluation. Separate information will be given to such tenderer regarding date and time for opening of their "Price Bid" so that they or their authorized representatives may attend their opening.

8.0 DESCRIPTION OF THE SELECTION PROCESS

8.1 SUBMISSION OF BIDS

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

Envelope I / Cover 1: Technical Bid

Envelope II / Cover 2: Price Bid.

8.2 RESPONSIVENESS OF BID

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

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

The Bids of Responsive Bidders shall be evaluated in two steps as described above in Section 7.0.

8.3 If the Bid is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address, or by a partner holding the power of attorney for the firm by signing the Bid in which case a certified copy of the power of attorney shall accompany the bid. A certified copy of the partnership deed and current business addresses of all the partners of the firm shall also accompany the bids.

8.4 If the Bid is submitted by a Limited Company or a Corporation, it shall be signed by a dully authorized person holding the power of attorney for signing the Bid in which case a certified copy of the power of attorney shall accompany the bid. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the Contract is awarded.

8.5 All witness and sureties shall be persons of status and their full names, occupations and addresses shall be stated bellow their signatures. All signatures affixed on each page in the Bid will be dated.

9.0 BID OPENING

The MPCB will open Envelope-1 of the bids in the presence of bidder's representative who choose to attend the bid opening. Bidder's representative shall sign the register as proof of their attendance.

In the event of the specified date for opening of bids being declared a holiday for the MPCB, the bids will be received upto the appointed time on the next working day.

Envelope-II of the bids shall be opened in respect of only bidders qualified through Technical Bid evaluation separately notified date and time.

10.0 EVALUATION OF BIDS

10.1 Arithmetical errors, if any, will be rectified on the following basis. If there is a discrepancy between words and figures, the former shall prevail.

10.2 The MPCB will determine whether each bid is generally complete and is substantially responsive to the tender document. For the purposes of this determination, a substantially responsive bid is one that conforms to all the

terms, conditions & specifications of the tender document without material deviations, objections, conditionality or reservation.

10.3 The MPCB determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

10.4 If a bid is not substantially responsive, it will be rejected and may not subsequently be made responsive by the bidder by correction of the nonconformity.

10.5 The bid that does not meet minimum acceptable standards of completeness, consistency and details will be rejected for non-responsive.

10.6 The bidder should not have been blacklisted by any Govt., Semi Govt. Dept, Corporation, and Organization etc. The bidder should furnish the declaration in Annexure-VI in this respect.

10.7 If any of the information furnished by the bidder is found to be incorrect, the bid/contract is liable to be rejected/ terminated and EMD / Performance Security will be forfeited.

11.0 AWARD CRITERIA

The Member Secretary will award the contract to the successful bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated Techno-commercially acceptable bid.

Canvassing in any form, or any approach, official or otherwise, by the bidder to influence the consideration of his bid shall render the bid liable to summary rejection.

12.0 MPCB RIGHT TO ACCEPT OR REJECT

The MPCB reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to affected bidder or bidders or any Obligation to inform the affected bidder or bidders of the grounds for the MPCB's action.

The MPCB reserves the right to itself take over full or part of the work from the contractor after its award of the work or during its execution.

13.0 NOTIFICATION OF AWARD

Prior to the expiration of the period of the bid validity, the MPCB will notify the successful bidder in writing/email that its bid has been accepted. The notification of award will constitute the formation of the contract.

After award of work, the MPCB will promptly notify each unsuccessful bidder and will discharge its EMD.

14.0 SIGNING OF CONTRACT

The successful bidder will have to formally sign the contract agreement within 10 days of issue of Letter of Award. Successful bidder shall also be required to submit PBG as per Terms and Conditions of contract, before signing of contract agreement.

Failure to comply with the provisions of signing of contract agreement shall constitute sufficient grounds for annulment of award.

15.0 ADDRESS FOR COMMUNICATION

All the communications WITH THE MPCB shall be directed at the following address:-

Member Secretary,
Maharashtra Pollution Control Board
3rd Floor, Kalpataru Point,
Sion Matunga Scheme No 8,
Sion (E), Mumbai 400 022.
Tel. No. 022-24010437 / 24020781
Fax No. 022-24010682/ 24023516
Email : ao@mpcb.gov.in
Website : <http://mpcb.gov.in>

SECTION – II

SCOPE OF WORK

SCOPE OF WORK

1.0 The Agency / Contractor shall provide the services of manpower as per Annexure – I such as Stenographer, Data Entry Operator cum Assistant, Data Entry Operator (Technical), Scientific Assistant, Law Officer, Legal Retainer, Analyst, Account Logistic, Technical Assistant, Web Administrator, Driver, Office Boy, and under MPCB for a period of Twelve (12) Months, possessing the requisite qualification and experience mentioned in Annexure – II.

- A) Providing requisite services as per **Annexure – I** for various works as assigned by M.P.C.B. from time to time.
- B) Definition: In the Annexure I, the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them:
 - (i) GST: GST to be charged for providing requisite services for various categories as mentioned in Annexure –I of Schedule of Quantities and Prices as applicable.

2.0 The main scope of work for various services required is detailed below and the contract period will be 12 months subject to various conditions of the contract.

SERVICES OF STENOGRAPHER :

The scope includes providing services of stenographer who will have to take dictation in English/Marathi & type on computer work as Personal Assistant & to maintain files. The person deployed for this work should have adequate knowledge about operation of computer and to work as Personal Assistant.

SERVICES OF DATA ENTRY OPERATOR-CUM-ASSISTANT:

The scope includes services of data entry typing (Marathi/English), E-mailing, Presentation and related correspondence etc

SERVICES OF DATA ENTRY OPERATOR (Technical)

The scope includes services of data entry typing (Marathi/English), E-mailing, Presentation and related technical correspondence etc

SCIENTIFIC ASSISTANT:

The scope includes services of Scientific Assistant- Qualification Graduate degree In Science. Sample collection, Data Analysis under NWMP project.

LAW OFFICER:

The scope includes of Law Officer-work related to Law concerns related with Environments. Qualification L.L.M. with experience.

LEGAL RETAINER:

The scope includes of Legal Retainer- Qualification L.L.B.with experience. To maintain the register of cases filed ,disposed off before the benches of National Green Tribunal at New Delhi & Pune.The concerned work will be supervised by the Law Officers.

ANALYST:) The work related as per post given and
ACCOUNTS LOGISTIC:) according to the instruction of Environment
TECHNICAL ASSISTANT:) Department from time to time.
WEB ADMINISTRATOR:)
OFFICE BOY:

The scope includes of Office Boy of general office work and work assigned by the officials.

SERVICES OF DRIVER:

- (a) Providing Drivers of good character in clean and pressed dress for running and operation of vehicles.
- (b) Necessary work of running of vehicles as directed by controlling officers, its general maintenance, cleaning, dusting, checking of fuel. Oil and lubricants, inflation of tyres etc. and taking all kinds of precautions for proper and safe running of vehicles.

SECTION – IV
TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS OF CONTRACT

1. **DEFINITIONS:** In the contract, the following expressions shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them:
 - i. **Contract:** Contract means the document forming the tender acceptance thereof and the formal agreement executed between MPCB and the Contractor, together with documents referred to therein. Otherwise, it shall mean the Notice inviting tender, Information and instructions for tenderers, tender schedules. General conditions of Contract, Special conditions (if any), specifications, and letter of award thereof.
 - ii. **Contract sum:** means the amount arrived at by multiplying the quantities shown in the Annexure – V by the respective item rates as allowed.
 - iii. **Contractor:** means the successful tenderer or who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the Contractor's successors, executors, representatives or assignees thereof as approved by the MPCB.
 - iv. **MPCB:** means MPCB having its registered office at MPCB, Mumbai and includes their legal representatives, successors and assignees.
 - v. **Member Secretary:** means the Member Secretary of MPCB, Mumbai.
 - vi. **AO (Admin):** means the officer appointed by the MPCB to sign or to cause to sign the contract agreement on behalf of the MPCB and/or Member Secretary appointed by the MPCB or its dully authorized representative to direct, supervise and be in-charge of the work of the purpose of operation this contract after issue of letter of award.
 - vii. **Day:** means a calendar day beginning and ending at midnight.
 - viii. **Week:** means seven consecutive calendar days.
 - ix. **Month:** means a calendar month.
 - x. **Letter of award:** means a letter from the Member Secretary conveying the acceptance of the tender/offer subject to such reservations as may have stated therein.

2 SECURITY DEPOSIT:

- 2.1 As soon as the Letter of Award is issued to the Contractor, the Contractor is required to submit security deposit for due performance of the contract a sum equal to Rs.10,00,000/-in the form of Bank Guarantee from any Scheduled / Nationalized Bank having Office / Branch at Mumbai as per the Format prescribed within 10 days. Such Guarantee shall be valid / kept valid and binding upto a period of 90 days after contractual period / extended period. On the completion of due date of bank guarantee, the same will be returned to the Contractor within one (01) month, provided the Member Secretary is satisfied that there is no demand outstanding against the Contractor & fulfillment of all statutory liabilities by the Contractor.
- 2.2 On submission of Bank Guarantee the EMD will be refunded to the contractor.

3. REFUND OF SECURITY DEPOSIT

The Security Deposit less any amount due shall, on demand, be returned to the Contractor on the expiry of Defects Liability Period of 90 days or on payment of amount of the final bill whichever is later, provided the Member Secretary is satisfied that there is no demand outstanding against the Contractor. No interest on the amount of security deposit shall be paid to the Contractor at the time of release of security deposit as above.

4. SUFFICIENCY OF TENDER:

The Contractor shall be deemed to have satisfied himself before tendering as to, the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of Quantities and prices which shall (except as otherwise provided in the contract), cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the work in accordance with the provisions of the contract.

5. CONTRACT DOCUMENTS:

The language(s) in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one language, the language according to which the contract is to be constructed and interpreted shall be English and designated as the "Ruling Language." The contractor shall be furnished; free of charge, certified true copies of the contract Documents. The Contractor shall use none of these Documents for any purpose other than that of this contract.

6. RATES:

The rates of schedule in Annexure V to be quoted shall be inclusive of existing taxes, duties, levies, cess, payment towards all statutory obligation, supervisor charges, and overheads & profits, but exclusive of service tax. The rates shall remain fixed & firm during the period of Contract and no payment on account of inflation/price escalation shall be admissible.

7. PAYMENT TERMS:

- 7.1 Chief Accounts Officer, MPCB, Mumbai shall be the paying authority for this contract.
- 7.2 The Contractor shall submit interim monthly bills to the Chief Accounts Officer in the first week of every month for the services provided by him during the preceding month under this contract along with following documents –
 - (i) Attendance sheet of the personnel deployed during the preceding month dully signed and verified by the contractor and counter signed the Accounts Officer (Admin).

- (ii) Proof of disbursement of wages corresponding to the bill as paid to the personnel's deployed under this contract in accordance with the Annexure-I of quantities and prices.
- (iii) A declaration in the enclosed format as per Annexure-III dully signed by the contractor.

7.3 The MEMBER SECRETARY/Chief Accounts Officer shall certify the amount to which the contractor is considered entitled by way of interim payment of the services provided under this contract and process the same for release of monthly payment to the contractor.

7.4 Payment against the interim bills shall be released to the contractor within 15 days from the date of submission of interim bill along with the requisite documents.

8. INCOME TAX:

Income Tax as applicable shall be deducted at source as per prevalent rates in force and will have to be borne by the Contractor. TDS Certificate will be issued as per the prevalent norms of the Government.

9. COMMERCIAL TAX:

Commercial Tax/Work contract tax if applicable shall be deducted at source as per prevalent rates in force and will have to be borne by the Contractor. TDS Certificate will be issued as per the prevalent norms of the Government.

10. GST:

GST as applicable shall be paid over and above the contract sum, along with bills.. The contractor shall submit proof of deposition of GST on quarterly basis to the MEMBER SECRETARY.

11. MEMBER SECRETARY:

M.S., MPCB, Mumbai shall be the MEMBER SECRETARY for this contract.

12. DUTIES AND POWERS OF MEMBER SECRETARY'S REPRESENTATIVE:

- i. The MEMBER SECRETARY from time to time, in writing, delegate to his representative any of the power and authorities, vested in the MEMBER SECRETARY and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the MEMBER SECRETARY to the contractor within the terms of such delegation shall bind the contractor and the MPCB as though it has been given by the MEMBER SECRETARY.
- ii. If the contractor is dissatisfied with any decision of the representative of the MEMBER SECRETARY he will be entitled to refer the matter to the MEMBER SECRETARY, who shall thereupon confirm reverse or very such decision and the decision of the MEMBER SECRETARY in this regard shall be final and binding on the contractor.

13. DISCIPLINE, DEPLOYMENT & ELIGIBILITY OF PERSONNEL:

13.1 Before deployment of personnel, contractor shall check and verify the antecedents of the personnel deputed on duty, and the liability of the conduct & discipline of the personnel shall rest with the contractor. All the persons deployed under this contract shall be of good character, well-behaved, disciplined and shall not be allowed to come for duty under the influence of alcohol or prohibited drugs. They should not have any criminal background.

13.2 The contractor shall employ only such persons as are skilled for carrying out the assigned jobs as detailed in the "Scope of Work" & Annexure- I. The contractor shall submit the particulars of all personnel deployed such as Name, Father's Name, Present Address, Permanent Address and Educational Qualification along with 2 photos, with the MEMBER SECRETARY of this contract. It is mandatory on the part of contractor to get the police verification of the employed personnel done and give one copy of police verification so carried out to the MEMBER SECRETARY.

13.3 The MEMBER SECRETARY shall be at liberty to object to and require the contractor to remove from the work, any person(s) employed by the contractor who in the opinion of the MEMBER SECRETARY , misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be deployed again without prior permission of the MEMBER SECRETARY.

13.4 In the event of change/transfer of personnel, contractor shall immediately intimate the MEMBER SECRETARY about the same & the particulars regarding person being deployed against replacement shall also be submitted upon replacement of personnel. Frequent change transfer of personnel shall be avoided.

13.5 The deployment of personnel under the contract shall be done at the designated locations in the manner as called for under the scope of work of this tender and in accordance with the directions of MEMBER SECRETARY. For this purpose, necessary entry passes shall be issued as per procedure.

13.6 The eligibility requirements in respect of personnel to be deployed under this contract are as follows:-

- (a) The contractor shall deploy only such personnel having adequate qualification and experience and fluency in Marathi as mentioned in Annexure-II. The contractor shall submit the copy of experience certificate of deployed personnel for the evidence of proof of experience.
- (b) The personnel so deployed must be mentally and physically fit. While engaging various personnel under this contract, preference shall be given to locals.

14. CONTRACT PERIOD AND EXTENSION THEREOF:

14.1 The contractor shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this contract, to the satisfaction of and as directed by the MEMBER SECRETARY upto a period of Twenty-four months (completion period) reckoned from the date as notified in the Letter of Award and may be extended for further up to Twenty-four (24) months on satisfactory performance by the contractor. However, even in case, the contractor is not interested to extend the contract for 24 months period, he will be essentially required to execute the work at least for next 6 months period on the same rates and terms and conditions of the contract.

15. COMPLIANCE OF LABOUR AND OTHER LAWS:

15.1 Contractor shall comply with all the statutory requirements as are applicable from time to time and shall be solely responsible for fulfillment of all legal obligations under various statutes including Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act, Workmen Compensation Act EPF,ESI & Miscellaneous Provisions Act, etc. The Agency shall keep the MPCB indemnified against any dues / compensation or any other liability of any nature whatsoever due to non-fulfillment of any of the statutory provision under any statute / bye-laws / notification etc. including industrial laws. The MPCB shall have full right to recover any claim and liabilities incurred towards payment of any dues, compensation or cost from contractor and deduct it from his outstanding subsequent bills/security deposit.

15.2 Contractor shall obtain license from appropriate authority.

15.3 Form of certificate by principal employee (Form-V) shall be issued to the Contractor for the purpose of getting labour license issued from competent authority/department should be produced by the contractor within a period of 01 month w.e.f. the date of receipt of "Form-V" issued by MPCB.

15.4 Contractor shall maintain register of personnel employed, employment card, muster roll, wage register, deduction register etc.

15.5 It is mandatory that, 15% of the value of remuneration shall be reserved by vendor as margin amount and remaining 85% shall be paid to the candidates selected by the vendor. This is as per Government Resolution dated 22/05/2017, under reference letter No. क्रमांक संकीर्ण २०१६/प्र.क्र.१५ आस्था, दिनांक- २९/१२/२०१७ (refer Annexure VII)

15.6 The successful vendors financial ability should be strong to make Payment to the hired employees from their own funding at least before one month. The successful vendors annually turnover should be 3 crore.

16. DEPLOYMENT:

Personnel in various locations shall be deployed in phases as per requirements at the offices for which the contractor shall have no claims whatsoever. Quantities mentioned in the Annexure I are tentative, and

Therefore can be increased/decreased depending upon the requirement for which the contractor shall have no claim, whatsoever.

In case, the contractor fails to provide full requisite services as per schedule of quantities and prices or as per the directions of MEMBER SECRETARY on a particular day/days, the monthly remuneration/salary and G shall be reduced / paid proportionate to the contractor.

17. OVER PAYMENTS AND UNDER PAYMENTS:

Whenever any claim whatsoever for the payment of sum of money to the MPCB arises out of or under this contract against the contractor, the same may be deducted by the MPCB from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the MPCB or from any other sum whatsoever due to the contractor under this contract and failing that under any other contract with the MPCB or from any other sum whatsoever due to the contractor from the MPCB or from his security deposit, or he shall pay the claim on demand. Any sum of the contract may be withheld or retained by way of lien by the MEMBER SECRETARY or MPCB against any claim of the MPCB or such other person or persons in respect of payments of a sum of money arising out of or under any other contract made by the contractor with the MEMBER SECRETARY or MPCB or with such other person or persons.

The sum of money so withheld or retained under this clause by the MEMBER SECRETARY of MPCB or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator.

18. DEVIATIONS:

The MEMBER SECRETARY shall have powers to make any deviations in schedule of quantities and prices such as (i) variations i.e. increase or decrease in number of services of Annexure –I and (ii) corresponding deviations in Annexure-V of schedule of quantities and prices. Such deviation in the Annexure-I and V of schedule of quantities and prices, shall no way vitiate or invalidate the contract and any such deviations, which the contractor may be directed to do, shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same, on the same terms and conditions in all respect on which he agreed to do the work under the contract.

19. ASSIGNMENT & SUBLETTING:

The contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract.

20. ACCOMMODATION:

The necessary arrangement for accommodation of the personnel deployed shall be made by them.

21. AGREEMENT:

Within 10 days from the date of issue of Letter of Award of the work, the contractor shall execute the deed of agreement on stamp paper of requisite value as per prescribed format. The contractor shall be furnished with a copy of executed agreement duly signed by the authorized officer of the MPCB and contractor.

22. DISPUTES:

In case of any dispute or differences in interpretation of any clause of this contract, the same shall be got resolved by referring the matter to the sole arbitrator as appointed by the Member Secretary, MPCB, Mumbai whose decision shall be final and binding on both the parties.

23. DISBURSEMENT OF REMUNERATION/SALARY TO PERSONNEL DEPLOYED:

23.1 The contractor shall disburse the monthly salary/remuneration to the personnel's deployed under this contract as per Annexure-I, on or before 7th day of every month through any Nationalized Bank at Mumbai by depositing salary into individual account.

23.2 If the contractor fails to disburse the salary/remuneration on or before 7th day of every month then penalty @ 0.25% of monthly remuneration as per Annexure-V per day delay shall be recovered from the monthly service charge payable to the contractor.

24. TERMINATION OF CONTRACT ON DEFAULT BY THE CONTRACTOR:

If the contractor commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 03 days in any case after a notice in writing is given to him by the MEMBER SECRETARY, The MEMBER SECRETARY shall have power to terminate the contract by giving 07 days notice and carryout the balance services by any means or through any other agency at the risk and cost of the contractor till completion period/extended completion period of the contract.

In such case, the difference in service charges if any w.r.t. the service charges of the contractor shall be recovered from his balance payment / security deposit.

25. PENALTY:

In case of default by the contractor and termination of contract by the MEMBER SECRETARY @ 50% of quoted service charges for total services for balance period shall be recovered in addition to the recoveries as mentioned in clause No.25 above.

26. VALIDITY:

Validity of the bid shall be for at least 90 days from the closing date prescribed by the MPCB for receipt of bids.

27. OTHER CONDITIONS:

The contractor shall ensure that there is no loss or damage to the property of MPCB while executing the contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by the MPCB shall be recovered from any dues of the contractor.

28. LABOUR SAFETY:

It shall be the duty of the contractor to observe all safety precautions for these workmen as may be required. Contractor shall solely be responsible for liabilities on account of accidents/mishaps (if any).

30. ELIGIBILITY OF PERSONNEL:

The agency shall deploy only such personnel for providing various services having adequate qualification and experience as shown in Annexure-II.

32. ORDER OF PRECEDENCE:

In the event of any ambiguity or conflict between various sections of the contract document, the following order of precedence shall prevail:

- i. Letter of Award.
- ii. Terms and Conditions of Contract
- iii. Scope of Work.
- iv. Information & instruction for tenderer.

**Member Secretary
MPCB, Mumbai**

SECTION – V
TENDER FORMS & SCHEDULES

Annexure "I"

Details of Manpower Services required & Remuneration Payable
to the Employee for providing
Man-Power Services under MPCB, Mumbai
(Schedule of Quantities etc.)

Sr No	Services to Man the Post	No. Of Units Required	Location for services	
1	Stenographer	10	Mumbai(HQ), Regional Office- Nagpur, pune,Thane,Amravati Chandrapur Mantralaya	3 5 2
2	Data Entry Operator	35	Mumbai (HQ),R.O-Mumbai, Navi-i Mumbai,Pune,Nagpur, Kolhapur,Ratnagiri,Chiplun, Jalna,Amravati,Chandrapur,Nashik Mantralaya	31 04
3	Data Entry Operator (Technical)	03	Mumbai (HQ) WPAE	03
4	Scientific Assistant	05	Central.Lab-Mahape,Navi Mumbai, R.Lab-Pune,Nagpur,Nashik, Chiplun.	05
5	Law Officer	01	Mantralaya	01
6	Legal Retainer	05	Mumbai(HQ), RO-Aurangabad RO-Nagpur RO-Pune	02 01 01 01
7	Analyst	06	Mantralaya	06
8	Accounts Logistic	03	Mantralaya	03
9	Technical Assistant	04	Mantralaya	04
10	Web Administrator	02	Mantralaya	02
11	Office Boy	02	Mantralaya	02
12	Driver	23	Mumbai, SROThane-2 SRO Parbhani SRO Ahmednagar RO Amravati SRO Chandrapur SRO Nagpur SRO Bhandara	16 1 1 1 1 1 1 1
	TOTAL	99		

NOTE: No. of outsourced candidates, likely to be changed as per Boards requirements with the approved e-tender rates.

Notes:

- 1) Number of units is subject to change as per actual requirement**
- 2) Initially the services will be required for 12 months. However, requirement may be extended depending upon requirement of Board availability of funds.**

- 3) GST paid by the Agency shall be reimbursed separately by the MPCB on production of documentary evidence to that effect for each month or quarterly as the case may be.**

- 4) The monthly remuneration shall be paid subject to attendance with one weekly holiday & other Public holidays.**

- 5) Driver Overtime as per rule.**

Annexure "II"

Details of Qualifications & Experience Prescribed for each post for providing Man--Power Services MPCB, Mumbai

Sr No	Services to Man the Post	Eligibility of Personnel	Remarks
1	Stenographer	Graduate with a speed of 100 w.p.m. in Shorthand (English/Marathi) + 50 w.p.m. in English and 40 w.p.m. in Marathi Typing. Preference will be given to experienced candidates.	
2	Data Entry Operator cum Assistant	Graduate in any faculty from recognized University + 40 w.p.m. in English Typing and 30 w.p.m. in Marathi Typing + Advance Diploma in Computer Science for at least six months duration or minimum 2 years experience in handling data entry machines and computer terminals.	
3	Data Entry Operator (Technical)	Graduate in Science subject=40w.p.m. in English typing+advance Diploma in computer Science for at least six months duration or minimum 2 years experience in handling data entry machines & computer terminals.	
4	Scientific Assistant	Graduate Degree in Science.	
5	Law Officer	L.L.B/ L.L.M from recognized university.	
6	Legal Retainer	Possess a degree in law from a recognized university, having three years experience in law firm/court of law preferably in environmental laws, applicant shall be well conversant with the computer applications, the shall not be more than 35 years of age, applicant will be well conversant with the Marathi & English drafting.	
7	Analyst	MSC Environment.	
8	Technical Assistant	MSC (Any branch/Environment preferred)	
9	Web Administrator	BE(Computer)or BCA with experience	
10	Account Logistic	B.Com.	
11	Office Boy	8 th or 10 th standard passed.	
12	Driver	Passed X th Std. + Heavy License issued by R.T.O. + 3 years experience in driving.	

- Notes:**
1. Passing of MSCIT or equivalent examination is obligatory to the incumbents of posts of Sr.No.1,2 to 3.
 2. Knowledge of Marathi is essential

Annexure "III"

DECLARATION

It is hereby certified that the following personnel were engaged by me and provided to MPCB, Mumbai during the month of _____ against Contract Agreement No. _____ Dt. _____. The details of their payment of remuneration/salary are given below :--

Total Man days in the month	<input type="text"/>	Total net payment through bank	<input type="text"/>	Grand Total	<input type="text"/>
------------------------------------	----------------------	---------------------------------------	----------------------	--------------------	----------------------

M.R. = Monthly Remuneration.

It is further certified that a total payment of Rs. _____ (Rupees _____) has been deposited by me with _____ bank vide Cheque No. _____ dated _____ against salary wages payments of _____ Nos. workmen in their saving bank accounts as per details given above.

Date :

Signature of Contractor

Name : _____

Address : _____

Annexure “IV”

ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE AGREEMENT FORM

This Agreement made on this _____ day of _____ 2015 between MPCB, Mumbai an autonomous Board under Environment Department, Maharashtra State and having its registered office at Maharashtra Pollution Control Board 3rd Floor, Kalpataru Point, Sion Matunga Scheme No 8, Sion (E), Mumbai 400 022, which expression shall include its successors and assignees, represented by _____ (the “CONTRACTOR”), which expression shall include their successors and assignees of the OTHER PART.

Whereas the institution has invited tenders for the work of “_____” at MPCB (hereinafter called the “work”) and the contractor has furnished his tender and other conditions in response to the invitation of tenders.

Whereas the MPCB has accepted the Tender submitted by the Contractor for the execution of the works covered under and required to be done under this Agreement upon the terms and subject to the conditions as mentioned herein bellow and in this Agreement.

The contract comprises the following component parts, all of which shall form an integral part of this contract as if herein set out verbatim or if not attached, as if hereto attached.

1	Document No I	LETTER OF AWARD AND LETTER OF ACCEPTANCE
2	Document No II Section – I Section – II Section – III Section – IV Section – V Section – VI	NOTICE INVITING TENDER INFORMATION & INSTRUCTIONS FOR TENDERERS SCOPE OF WORK TERMS & CONDITIONS OF CONTRACT TENDER FORMS & ANNEXURE ANNEXURE-I : Detail of remuneration Payable & no. of units required ANNEXURE-II : Detail of qualification and experience prescribed for various manpower’s ANNEXURE-III : Declaration ANNEXURE-IV: Agreement Form. ANNEXURE-V : Schedule of Quantities and prices to be filled by the contractor ANNEXURE-VI : Declaration PROFORMA FOR PERFORMANCE SECURITY

NOW THESE PRESENT WITNESS and the parties hereto hereby agree and declare as follows; that is to say in consideration of the payments to be made and the departmental materials to be issued to the contractor by the institution, the Contractor shall execute the said works in the manner as prescribed in the Agreement or which are implied or may be reasonably necessarily for the completion of the said work on the terms and conditions mentioned in the contract.

IN WITNESS WHEREOF THE PARTIES hereto have signed this agreement hereunder on the date respectively mentioned against the signature of each at _____.

For and on behalf of Contractor

For and on behalf of MPCB

Signature

Signature

(Designation)

(Designation)

Place : _____

Place : _____

Witnessed by :

Witnessed by :

1. _____

1. _____

2. _____

2. _____

Annexure "V"

Schedule of Quantities and prices (Annexure-I) Providing Man Power Services to MPCB, Mumbai.

To be filled by the contractor :--

Sr No	Description of Services	Unit	Qty.	Rate (Per Month Per Person)		Amount (Rs.)
				(In Figures)	(In Words)	
1	Stenographer					
2	Data Entry Operator cum Assistant					
3	Data Entry Operator (Technical)					
4	Scientific Assistant					
5	Law Officer					
6	Legal Retainer					
7	Analyst					
8	Technical Assistant					
9	Web Administrator					
10	Account Logistic					
11	Office Boy					
12	Driver					
	Total					

Note :

- 1 Management / GST for providing manpower services to MPCB for Twelve (12) Months
1. The rates should be quoted for per person per month
2. Service tax paid by the contractor shall be reimbursed separately by the corporation on production of documentary evidence to that effect.
3. The payment of service charges shall be made to the contractor on per person per month basis.
5. Driver Overtime as per rule

Sign, Name & Designation
The Authorized person of Service
Providing Agency/ Contractor

Annexure “V”

Financial Bid

“SCHEDULE OF QUANTITIES AND PRICES”			
Providing Man-Power Services to M.P.C.B			
TO BE FILLED BY THE CONTRACTOR :-			
Sr No	Item Description	Rate as %	
		(In Figure)	(In Words)
1	Management / Services Charges for providing man power services over and above the remuneration payable as its percentage.		

Note :-

- (i) GST paid by the contractor shall be reimbursed separately by the corporation on production of documentary evidence to that effect.
- (ii) The payment of GST shall be made monthly to the contractor.

**(Sign, Name, Designation & Seal)
For and on behalf of the Contractor**

Seal of Contractor

Annexure “VI”

Declaration

In response to the tender regarding providing man power services etc. dt. / /2018 as a owner / partner / Director of _____ I/ We hereby declare that our Agency _____ is having unblemished past record and was not blacklisted by any Government Department / Undertaking / Organization etc.

I / We hereby further declare that Bidder`s company or Director / Owner of the company have not been declared by any court or Competent Authorities insolvent or involved any fraudulent mean ((Economical & Criminal)) as on ,31/03/2017.

Date :

Name of the Bidder :-

Signature:-

Seal of the Organization:-

SECTION – VI
FORMS OF DIFERENT DEEDS AND
GUARANTEES

**PROFORMA FOR PERFORMANCE SECURITY
Bank Guarantee
(To be stamped in accordance with Stamp Act)**

Bank Guarantee No.....

Date

.....

**Maharashtra Pollution Control Board
3rd Floor, Kalpataru Point, Sion Matunga Scheme No 8,
Opp: Cine Planet . Sion (E), Mumbai 400 022.**

Dear Sir,

In consideration of the MPCB, Mumbai (hereinafter referred to as the "Institution" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns)) having awarded to M/s. _____ (Contractor's Name _____ with its Registered / Head Office at _____ (hereinafter referred to as the "Contractor" , which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns)), a Contract by issue of Institution of Award No. _____ dated _____ and the same having being unequivocally accepted by the contractor, resulting into a Contract bearing No. _____ dated _____ Valued at _____ for _____ and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to _____ (*) _____ % (_____ percent) of the said value of the contract to the institution.

We _____ (Name & Address, of the Bank) _____ having its Head Office at _____ (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns)) do hereby guarantee and undertake to pay the institution, on demand any and all monies payable by the Contractor to the extent of _____ (*) _____ as aforesaid at any time upto _____ (@) _____ (days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the MPCB on the Bank shall be conclusive and binding notwithstanding any difference between the institution and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the MPCB and further agrees that the guarantee herein contained shall continue to be enforceable till the MPCB discharges this guarantee.

The MPCB shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to extend the time for performance of the Contract by the Contractor. The MPCB shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce

any covenants, contained or implied, in the Contract between the MPCB and the Contractor or any other course or remedy or security available to the MPCB.. The Bank shall not be released of its obligations under these presents by any exercise by the MPCB of its liberty with reference to the under these presents by any exercise by the MPCB of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of commission or commission on the part of the MPCB or any other indulgence shown by the MPCB or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the MPCB as its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the MPCB may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to(*)..... and it shall remain in force upto and including(@)and shall be extended from time to time for such period as may be desired by M/s..[Contractor's Name] on whose behalf this guarantee has been given.

Dated this day of2018..... at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)
Stamp)

.....
(Designation with Bank

Attorney as per Power of Attorney

Dated

No.....

- Notes :**
1. (*) This sum shall be Rs.10,00,000/-.
 2. (@) This date shall be ninety (90) days beyond the expiry of Warranty period stipulated in the Contract.
 3. The stamp papers of appropriate value, the present value of stamp paper is Rs.500/-, which may vary shall be purchased in the name of guarantee issuing Bank.

WARRANTY FORM

M/s. _____ having its registered office at _____ (hereinafter referred to as "the Contractor") having carefully studied all the documents pertaining to the contract for Manpower Services required _____ for _____ and the local and site conditions and having undertaken to execute the said works.

I do hereby warrant that:

- 1 The Contractor is familiar with all the requirements of the Contract.
- 2 The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
- 3 The Contractor is satisfied that the work can be performed and completed as required in the Contract.

The Contractor accepts all risk directly or indirectly connected with the performance of the Contract.

- 4 The Contractor has had no collusion with other Contractors, with any of the men of the State Project Director or with any other person in MPCB to execute the said works according to the terms and conditions of the said contract.
- 5 The Contractor has not been influenced by any statement or promise of the MPCB or State Project Director but only by the Contract documents.
- 6 The Contractor is financially solvent.
- 7 The Contractor is experienced and competent to perform the Contract to the satisfaction of the State Project Director.
- 8 The statements submitted by the Contractor are true
- 9 The Contractor is familiar with all general and special Laws, Acts, ordinances, Rules and Regulations of the State and Central Government of India that may affect the work, its performance or personnel employed therein.

Seal of Contractor

**(Sign, Name, Designation & Seal)
For and on behalf of the Contractor**

Tender Qualification Criteria

1. Proof of Tender Document Purchase.
2. Self-Declaration for Unblemished record.
3. Copies of certificate of incorporation (e.g. registration as partnership firm, proprietary firm, company etc.)
4. Copy of the Pan Card.
5. Turnover certificate from chartered accountant for having turnover of minimum 9 Crores per annum in past 3 financial years.
6. Proof of support of experience of providing similar manpower to any government or quasi government organization is past 3 years.
7. Experience certificate from client.
8. Latest solvency certificate of Rs.10, 00,000/- form nationalized bank.
9. Copy of valid ESI / EPF Registration.
10. Copy of valid labour license issued by regional labour commissioner.
11. Copy of certificate of GST, Profession Tax.
12. Shop & Establishment Certificate.
13. Problem escalation matrix with name, designation and contact details.
14. Copies audited balance sheet (2012-13,2013-14,2014-15,2015- 16,2016-17)
15. Valid registration under Maharashtra labour welfare board.
16. Experience Certificate in similar work-Minimum 10-12 Years' experience in semi govt/govt/govt undertaking etc. Attested copy of experience certificate/work order from appropriate authority for an amount of Rs.1.2 Crore or more in Hand work in single order should be submitted.
17. The employees employed engaged by the contractor shall be paid wages not less than the rates specified under the Maharashtra minimum wages Act and to the Concern employment. Rates quoted below minimum wages will be disqualifying.
18. EMD of Rs.10/-Lakh in favour of Maharashtra Pollution Control Board Payable at Mumbai. From any Nationalised/Scheduled Bank.
19. Should have executed(Providing of contract manpower/white color staff) single work order/ or work in hand/or single billing 10 Lakh Rs. Per months for 12 months that is 1.2 crores in latest 1 single year.

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time
1	<i>Release of E-tender</i>	<i>Department</i>	<i>12-02-2018</i>	<i>11.00</i>	<i>12-02-2018</i>	<i>17.00</i>
2	E-tender Download	Bidders	<i>12-02-2018</i>	11.01	20-02-2018	17.00
3	Bid Preparation		<i>12-02-2018</i>	11.01	26-02-2018	17.00
4	<i>Superhash Generation & Bid Lock</i>	<i>Department</i>	<i>27-02-2018</i>	<i>10.00</i>	<i>27-02-2018</i>	<i>13.00</i>
5	Control Transfer of Bid	Bidders	27-02-2018	13.01	28-02-2018	17.00
6	<i>Envelope1 Opening</i>	<i>Department</i>	<i>01-03-2018</i>	<i>14.30</i>	<i>01-03-2018</i>	<i>17.30</i>
7	<i>Envelope 2 Opening</i>		<i>03-03-2018</i>	<i>11.30</i>	<i>03-03-2018</i>	<i>14.30</i>

Sr. No.	ACTIVITY	Date
1.	Date of Start of Sale of RFP document	<i>12-02-2018</i>
2.	Date of End of Sale of RFP document	<i>20-02-2018</i>
3.	Last date for receipt of requests for clarifications	<i>21-02-2018 17:00 Hrs</i>
4.	Pre-bid Conference	<i>22-02-2018 15:30 Hrs</i>
5.	Last date & time for receipt of Bids (Containing Covers 1 & 2) Bid preparation	<i>26-02-2018 17:00Hrs</i>
6.	Time and Date of Opening of Cover-1	<i>01-03-2018 14:30Hrs</i>
7	Time and Date of Opening of Cover-2	<i>03-03-2018 11.30Hrs</i>
8.	Presentation by the bidders on their project implementation and support methodology with proposed schedule of activities	To be announced

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.

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**.

COMMERCIAL BID

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

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

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

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

Online Bid Submission

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

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

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 Online Form, similar to the Commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer.