



**Maharashtra Pollution Control Board**

**महाराष्ट्र प्रदूषण नियंत्रण मंडळ**

**Request for Proposal**

**For**

**Selection of Agency for Supply, Commissioning, Operation  
and Maintenance of Beach Cleaning Equipment for selected  
Beaches in Maharashtra**

**RFP Reference No:**

**Date of Issue:**

**RFP Price: INR 10,000/-**

**Issued By:**

Member Secretary

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor,

Opp. PVR Cinema,

Sion Circle, Sion, Mumbai-400 022

Tel: 022-24087295

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## **Disclaimer**

This Request for Proposal (RFP) for “Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra” (hereinafter referred to as “Project”), is issued by Maharashtra Pollution Control Board, GoM (herein referred to as ‘MPCB’).

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

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

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

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

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# **Section I: Instruction to Bidders**

## **Abbreviations**

<b>Abbreviation</b>	<b>Description</b>
EnvCC	Department of Environment and Climate Change
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GCC	General Contract Conditions
GST	Goods and Services Tax
GOM	Government of Maharashtra
MPCB	Maharashtra Pollution Control Board
NDA	Non-Disclosure Agreement
PDF	Portable Document Format
PKI	Public Key Infrastructure
RFP	Request for Proposal
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
SSP	Selected Service Provider
TCV	Total Contract Value
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TEC	Tender Evaluation Committee

## Definitions

Term	Definition
Authority /Purchaser	Means Maharashtra Pollution Control Board, Government of Maharashtra i.e. the issuer of this tender
Bidder(s)	Eligible, reputed, qualified entities with strong technical and financial capabilities for scope defined in this RFP
Bid/ Proposal	This means the documents in their entirety comprising of the Eligibility Proposal, and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, the Bidder herein, in response to the RFP, and accepted by MPCB
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Contract / Project Period	The time period for completion of the entire project scope of work defined in the RFP
Certificate of Operation (CoOP)	A written documentation issued by MPCB evidencing the acceptance, approval or completion, as the case may be, of any Deliverable including any documentation of the Project such that may be required in terms of the Contract
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The equipment, services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the bid process of this RFP
End of Contract	This refers to the time when the Contract Period shall end
RFP Portal	The web portal <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> that is official portal for all details and submissions related to this RFP process
Letter of Intent / Letter of Award	This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Bidder for implementation of the Project
Project	To Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra
RFP/ Tender	Refers to Request for Proposal containing the technical, functional, commercial and operational specification and including all clarifications/addendums, explanations and amendments issued by MPCB in respect thereof
Successful Bidder	Refers to the bidder who has gone through the selection criteria as mentioned in the RFP and has been selected by the department for the mentioned work
Total Contract Value/ Contract Value	Value (Exclusive of all taxes, levies and duties) finally agreed between MPCB and the Bidder for the delivery of Equipment and Services mentioned in the RFP; which will be the maximum value payable to the Bidder for this Project.



## **1. Tender Notice**

**RFP reference No:**

**Date:**

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for “**Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra**”. The prospective firms may download the technical and commercial bid from the e-tendering portal <https://mahatenders.gov.in> and submission of bid may be done as per details provided in RFP.

For complete details & formats of e-tender, the bidders can visit <https://mahatenders.gov.in> Tender Fee payment of **INR 10,000/-** (Non-Refundable) by payment gateway online /RTGS /NEFT /ECS. No brokers/intermediaries shall be entertained. MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

### **Note:**

1. The detailed timetable for the various activities to be performed in e-tendering process by the renderer for quoting their offer is given in this tender document under "TENDER SCHEDULE". Bidder should carefully note down the cut-off dates for carrying out each e-tendering process/activity.
2. Every effort is being made to keep the website up to date and running smoothly 24 x 7 by the service provider. However, MPCB takes no responsibility, and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time. Therefore, bidders are encouraged to submit their proposals and complete the process at least 3 days prior to the deadline. The tenders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance to avoid any inconvenience due to unforeseen technical problems, if any.
3. In any event MPCB will not be liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, including all associated services, or due to such unavailability of the website or any part thereof or any contents or any associated services.
4. MPCB will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.

## **2. Invitation for Bids**

1. MPCB hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the “Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra” as detailed in this RFP document.
2. The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee through e-Tendering Online Payment Gateway mode only.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. Bidders are also advised to refer “Bidders Manual Kit” available in this document or at <https://mahatenders.gov.in> for further details about the e-tendering process.
5. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
6. Note-
  - a. Earnest Money Deposit: - can be paid through Online Payment mode or through Bank Guarantee as per details mentioned in the table given below.
  - b. All eligible/ interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tender process for this Tender. Bidders are requested to contact the telephone numbers provided on maha-tenders portal in case of any doubts/ information/difficulty regarding online enrolment or e-tendering process.
  - c. Bidders should submit the document related to tender online. The bidders who wish to submit the payment of EMD by way of Bank Guarantee, physical instrument of the EMD (Bank Guarantee) should be submitted on the day of opening bids and the scanned copy should be uploaded along with the technical documents in the technical proposal envelope. Tender Fee of INR **10, 000/-** (including taxes) should be credited in to MPCB fund account by online payment gateway, before submission of tender response otherwise Bidders cannot participate in tender process. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
  - d. The Electronic tendering system for MPCB will be available on the URL <https://mahatenders.gov.in>.

7. The summary of details regarding this invitation of bids are listed in the table below:-

Sr.	Items	Description
1	RFP Reference Number	MPCB/210813-FTS-0252_ Date 02/09/2021
2	Name of the Project	Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra
3	RFP Document Download Start / End Date & Time	Start: 14/08/21 @ 11:00 Hrs End: 20/08/21 @ 17:00 Hrs
4	Last date to send in requests for clarifications	All the queries should be received on or before 14/08/21 @ 17:00 Hrs, through email only with subject line as follows: "Queries – Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra". The Pre-Bid queries to be sent to the Email Id :- <a href="mailto:eic@mpcb.gov.in">eic@mpcb.gov.in</a>
5	Date and Time pre bid Meeting	03/09/21 @ 11:30 Hrs at MPCB HQ / by Video Conferencing (depending on prevailing situation)
6	Last date (deadline) for submission of bids	14/09/21 @ 17:00 Hrs
7	Tender Fee to be paid via Online Payment Gateway mode only.	<b>INR 10,000/- (Ten Thousand INR)</b>
8	Date Time and Place of opening of Technical Proposals	<b>17/09/21 @ 13:00 Hrs at MPCB HQ, Sion</b>
9	Date Time and Place of opening of Financial Proposals	<b>21/09/21 @ 11:00 Hrs at MPCB HQ, Sion</b>
10	Earnest Money Deposit (EMD) to be paid in form of Online Payment	<b>INR 5,00,000 (Rs. Five Lakh Only)</b>
11	Performance Bank Guarantee (PBG) from Nationalized Bank	10% of the contract value valid up to 3 months post end of contract. PBG Should be only from Nationalised banks.
12	Last date for signing contract	As intimated in work order of MPCB
13	Bid Validity Period	120 days from the last date (deadline) for submission of bids.
14	Contract Period	3 years from the date of CoOP
15	<b>Contact Details</b> Shri. P K Mirashe, Asst. Secretary (Technical) Maharashtra Pollution Control Board, 3 <sup>rd</sup> Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: Email ID:	

**Note: Prospective Bidders may visit MPCB Office for any further information / clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission**

## 2.1 Tender 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	To be performed by	Start		Expiry	
			Date	Time	Date	Time
1	Release of E-Tender	Department	02/09/2021	16:00	02/09/2021	17:00
2	E-Tender Download	Bidder	02/09/2021	16:00	02/09/2021	17:00
3	Queries from Bidders	Bidders	02/09/2021	16:00	02/09/2021	17:00
4	Pre-bid Meeting	Department	03/09/2021	11:30	03/09/2021	12:30
5	Bid Submission	Bidders	06/09/2021	11:00	14/09/2021	17:00
6	Technical Bid Opening (Envelope - 1)	Department	17/09/2021	13:00	17/09/2021	17:00
7	Price Bid Opening (Envelope - 2)	Department	21/09/2021	11:00	21/09/2021	13:00

Presentations from each of the Bidder will be scheduled on 13/08/21 in the post lunch session at MPCB HQ, Sion. The detailed schedule and agenda for the same will be intimated in due course.

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.

### **3. Instructions to Bidders**

#### **3.1 Introduction of MPCB**

Maharashtra Pollution Control Board (MPCB) is implementing various environmental legislations in the state of Maharashtra, mainly including Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Water (Cess) Act, 1977 and some of the provisions under Environmental (Protection) Act, 1986 and the rules framed there under like, Biomedical Waste (M&H) Rules, 1998, Hazardous Waste (M&H) Rules, 2000, Municipal Solid Waste Rules, 2000 etc. MPCB is functioning under the administrative control of Environment Department, Government of Maharashtra

Some of the important functions of MPCB are:

8. To plan comprehensive program for the prevention, control or abatement of pollution and secure executions thereof,
9. To collect and disseminate information relating to pollution and the prevention, control or abatement thereof,
10. To inspect sewage or trade effluent treatment and disposal facilities, and air pollution control systems and to review plans, specification or any other data relating to the treatment plants, disposal systems and air pollution control systems in connection with the consent granted,
11. Supporting and encouraging the developments in the fields of pollution control, waste recycle reuse, eco-friendly practices etc.
12. To educate and guide the entrepreneurs in improving environment by suggesting appropriate pollution control technologies and techniques
13. Creation of public awareness about the clean and healthy environment and attending the public complaints regarding pollution

#### **3.2 Background**

Maharashtra state has about 720 km long indented coastline, which is marked by the presence of major estuaries and narrow creeks. It comprises the coastal districts of Thane, Raigad, Greater Mumbai, Ratnagiri and Sindhudurg. It is necessary to preserve and encourage environment friendly sustainable tourism of the beaches along the coastal line of Maharashtra State. It is required to keep these beaches cleaned not only for tourism purpose but also for conservation of beach ecosystem and its diversity.

A lot of marine animals also depend on the beach ecosystem. Most can't be seen by the naked eye because they are very small (some times as small as millimeters in dimensions) and are buried in the sand but they provide an important role in maintaining ecosystem of seawater. Beaches also play a vital role in mitigating the effect of natural calamities, by acting as a buffer to protect the coastline from the damaging effect of high winds and waves of powerful storms. All these benefits, of course, depend on our beaches being safe, clean and healthy.

There are various type of pollution observed in sea beaches. Several tons of debris including plastic are being deposited on beaches including tar ball accumulation and these are not only a health hazard for us who use the beach recreationally but also an environmental hazard for the marine biodiversity that depends on it.

As a first concrete initiative, MPCB wishes to procure Beach Cleaning equipment and deploy the same on some of the beaches on a trial basis. Once the trials are successful, the program may be extended to all identified beaches in the state.

### **3.3 Completeness of Response**

1. The response to this RFP should be full and complete in all respects.
2. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD.

### **3.4 Proposal Preparation Costs**

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

### **3.5 Bidder Inquiries**

1. Bidder shall E-Mail their queries, as per details in the format as prescribed in the **Annexure 1**.
2. The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic / queries will be entertained thereafter.
3. This response of MPCB shall become integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses.

### **3.6 Amendment of RFP Document**

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

### **3.7 Supplementary Information to the RFP**

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

### **3.8 MPCB's right to terminate the process**

1. MPCB may terminate the RFP process at any point of time and without assigning any reason.

2. MPCB reserves the right to amend/edit/add/delete any clause of this Bid Document.
3. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-Tendering portal.

### **3.9 Earnest Money Deposit (EMD)**

1. Bidders shall submit, EMD as defined in this RFP.
2. Bidders are required to submit an Earnest Money deposit (EMD) online for an amount of **INR 5,00,000 (Rs. Five Lakh only)**. Please refer **Annexure 5** for the payment of the same. Bids of the bidders who have not paid the EMD as stipulated in this RFP, will be rejected by MPCB as non-responsive. No exemptions to this clause will be allowed
3. Unsuccessful Bidders' EMD will be returned within 30 days from the date of finalization of the tender. EMD of successful bidder will be returned only after submission of Performance Bank Guarantee.
4. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to the all Bidders (including the Successful Bidder(s)) without any accrued interest on it.
5. The Bid submitted without EMD or with EMD which does not conform to RFP clauses, mentioned in this document, will be summarily rejected.
6. The EMD may be forfeited:
  - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - b. In case of a Successful Bidder(s), if the Bidder fails to sign the contract in accordance with the terms and conditions.
  - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
  - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then MPCB shall reject the bid and, if necessary, initiate action.
7. The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

### **3.10 Authentication of Bid**

1. Authorized person of the bidder who signs the bid shall obtain the Power of Attorney from the bidder, which shall be submitted with the Bid.
2. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

### **3.11 Language of Bids**

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

### 3.12 Patent Claim

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

### 3.13 Submission of bids

The bidding process will be a TWO (2) bid system, comprising of the following two bids viz.

1. Envelope – 1 Technical Bid

The information to be submitted by the bidders as Envelope 1 (Cover 1) are mentioned in **Annexure 5**

2. Envelope – 2 Financial Bid / Price Bid

The information to be submitted by the bidders as Envelope 2 (Cover 2) are mentioned in Section 6.2 and in the given BOQ Format

The bidders are requested follow the Bid Submission process as detailed in **Annexure 5**

### 3.14 Bid Submission Instructions

14. Complete bidding process will be online (e-Tendering) in two (2) envelope system. Submission of bids shall be in accordance to the instructions given in the Table below:

<b>Table: Documents Required</b>			
<b>Sr. No.</b>	<b>Document Type</b>	<b>Document Format</b>	<b>Online Submission</b>
<b>Tender Fee &amp; EMD and Eligibility Details - Envelope –A</b>			
1.	Tender Fee	Online Payment of <b>INR 10,000/-</b> & scanned copy of the receipt to be submitted online with the proposal	Yes
2.	EMD	Online Payment of <b>INR 5,00,000/-</b> & receipt/scanned copy to be submitted online with the proposal	Yes
3.	Technical Proposal	Eligibility criteria Proposal shall be prepared in accordance with the requirements specified in Section 3.22 and 3.23  The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP.	Yes
<b>Financial Bid– Envelope –B</b>			
4.	Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP.	Yes

15. The following points shall be kept in mind for submission of bids;



16. MPCB shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.
17. The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.
18. The prices should be quoted in Indian Rupees only.
19. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
20. MPCB may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
21. Financial Proposal shall not contain any technical information. Similarly, technical proposal with any financial cost related information shall be summarily rejected and the bidder shall be disqualified from the tender process.
22. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.
23. Proposals sent by fax/ post/ courier shall be rejected.
24. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are uploaded on the portal well within time and MPCB shall not entertain any re- presentation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

### **3.15 Late Proposal**

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system.

### **3.16 Modification and Withdrawal of Proposals**

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

### **3.17 Non-conforming Proposals**

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

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

### **3.18 Acknowledgement of Understanding of Terms**

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### **3.19 Bid Opening and Evaluation Process**

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
2. MPCB reserves rights at all times to postpone or cancel a scheduled Bid opening.
3. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MPCB will continue process and open the bids of the all bidders.
4. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MPCB has the right to reject the bid after due diligence is done.

### **3.20 Tender Evaluation Committee**

1. MPCB shall form a Tender Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.
2. The TEC shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the TEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
4. The TEC may ask for meetings with the bidders to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
5. The TEC reserves the right to reject any or all proposals entails the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
7. The TEC would submit its decision to the competent authority whose decision would be final and binding upon the bidders.

### 3.21 Evaluation Process

1. TEC shall review the proposal of the Bidders to determine whether the requirements as mentioned in Section 3.21 of the RFP are met. Incomplete or partial Proposals are liable for disqualification.
2. **Bid Evaluation shall be conducted following** Quality Cum Cost Based Selection (QCBS) methodology
  - A. In the first stage, Technical Proposals shall be opened and evaluated as per the Minimum Eligibility criteria mentioned in Section 3.22 of the RFP. Bids not meeting the Minimum Eligibility Criteria will be summarily rejected.
  - B. Bids qualifying through the Minimum Eligibility Criteria will be further evaluated for their objective evaluation based on the Criteria mentioned in section 3.23. A cut off for the Technical score will be defined. The Technical scoring for respective bidders will be worked out as elaborated in Section 3.25.
  - C. In the Second stage, Financial Proposal of those Bidders who qualify in Eligibility Criteria, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address. The Financial / Price Bids, of those bidders who do not achieve the cut off / minimum Technical qualification score, will not be opened.
  - D. At the end of two stages, Weighted Technical and Price bid scores (only of those bidders who qualify as per the minimum Technical Score) will be added to arrive at a Composite score of each of the bidder. The Bidder with the highest Composite score will be declared as the Successful Bidder, subject to all supporting documentation being in order.
3. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules and rules defined in this RFP.
4. Please note that TEC may seek inputs from their professional, external experts in the bid evaluation process.

### 3.22 Minimum Eligibility Criteria

Minimum Eligibility Criteria is a set of PASS / FAIL criteria. Not complying to even one of the listed criteria will render a bid to be unresponsive. The Bidders must comply to each of the criteria listed below and should submit sufficient documentary proof as mentioned in the table.

S. N.	Minimum Eligibility Criteria	Document to be submitted
<b>EC 1</b>	The bidder should be "A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 or a Partnership firm, since last 5 years in business of Manufacturing / Selling and / or Operating and Marinating Skid Steer Loading machines."	<ul style="list-style-type: none"> <li>▪ Certificate of Incorporation / Partnership deed</li> <li>▪ Copy of PAN Card</li> <li>▪ Copy of GST Certificate with GST Number</li> <li>▪ Copy of Power of Attorney</li> </ul> <b>Annexure 1 – Document 1 to 6</b>
<b>EC 2</b>	The bidder should be profitable in last three financial years (FY 2018-2019, 2019-2020, 2020-2021) as on last date of submission.	<ul style="list-style-type: none"> <li>▪ Duly filled Format for Financial years 2018-2019, 2019-2020, 2020-21 to be submitted on the letterhead of the Chartered Accountant</li> </ul> <b>Annexure 1 – Document 7</b>

S. N.	Minimum Eligibility Criteria	Document to be submitted
EC 3	The Bidder should be Manufacturer or Authorised Dealer of the Manufacturer	For Manufacturer: Self Declaration For Dealers: Manufacturer's Authorisation Form (MAF) <b>Annexure 1 – Document 8</b>
EC 4	The Product being quoted should be 100% compliant to the Minimum Technical Specifications for the product	Declaration by the Manufacturer on their letterhead, duly signed and stamped, in the format given <b>Annexure 1 – Document 9</b>
EC 5	The bidder should have an experience of having successfully completed similar work as defined below:  <b>Supply and Commissioning of at least THREE (3) Skid Steer Loaders, each of 70 HP or more</b>  For the purposes of evaluation of responses to this RFP, similar work shall mean assignments in India (should have been completed within the past 3 years) which have been for central government /state government / national or international donor / PSU agencies.	"Work Order/Purchase Order" OR "Completion Certificate from Client"  The supporting documents shall mandatorily mention the value of project, quantity and duration of the contract.  <b>Annexure 1 – Document 10</b>
EC 6	The bidder shall have at least ONE (1) office in the state of Maharashtra	Self-certification signed by Bidder, on the company letter head as per format provided in <b>Annexure 1 – Document 11</b>
EC 7	The bidder should not have been blacklisted/ banned / debarred by any Government (State / Central) / Semi Government / Corporation / PSU in India in last 3 years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in <b>Annexure 1 – Document 12</b>
EC 8	The Bidder should have paid the Tender Fees by online mode	Copy of the Receipt <b>Annexure 1 – Document 13</b>
EC 9	The bidder should have paid the Earnest Money Deposit (EMD) as mentioned in the RFP	Copy of the EMD paid <b>Annexure 1 – Document 14</b>

### 3.23 Technical Bid Evaluation – Scoring

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

Request for Proposal (RFP) for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra

Sr	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
<b>1</b>	<b>Organisation's Capability</b>		<b>40</b>	
<b>A</b>	<b>Financial Capability (Turnover for FY 20-21)</b>	<b>5</b>		
i	Turnover > Rs. 5 Cr	5		CA Certificate
ii	Turnover > Rs. 3 Cr but < 5 Cr	3		
iii	Turnover > Rs. 1.5 Cr but < 3 Cr	1		
<b>B</b>	<b>Service Centres and Service Staff</b>	<b>15</b>		
i	No of Authorised Service Outlets in Maharashtra either own or from OEM	<b>10</b>		Declaration by the bidder / OEM on letterhead
	Service Centre = 3 or more	<b>10</b>		
	Service Centre = 2	<b>5</b>		
	Service Centre = 1	<b>2</b>		
ii	Service Staff certified by OEM (Min 5)	<b>5</b>		List of Service Staff and copies of their certificates
<b>C</b>	<b>Past Performance</b>	<b>20</b>		
C-1	Order for Supply of Skid Steer Loaders with Min 70 HP engine in the past Three Years	<b>10</b>		Self declared List in format given and Copies of the orders. Customer Certification / Collateral from customer for satisfactory performance for TWO (2) years
	i	orders > 5	10	
	ii	Orders > 4 but < 2	5	
<b>2</b>	<b>Specific Technical Specifications of Product</b>		<b>45</b>	
i	<b>Engine Power</b>	<b>10</b>		Declaration by the OEM on their letterhead confirming the compliances to various specifications mentioned herewith and supported by respective certificates from ARAI / ICAT (for I, ii, iv, v) and ISO 3471 and ISO 3449 respectively for iii
	Engine Power > 100 HP	10		
	Engine Power > 90 HP but 100 HP	7		
	Engine Power > 70 HP but < 90 HP	2		
ii	<b>Rated Operating Capacity</b>	<b>10</b>		
	Capacity > 1500 Kg	10		
	Capacity > 1300 Kg but < 1500 Kg	7		
iii	<b>Safety Certifications</b>	<b>10</b>		
	Cabin with Falling Object Protective Structure (FOPS) as per International Standards	5		
	Cabin with Roll Over Protective Structure (ROPS) as per International Standards	5		
iv	<b>Pump Capacity (in Litre per Min LPM)</b>	<b>10</b>		
	Pump Capacity > 85 LPM	10		
	Pump Capacity > 75 LPM but < 85 LPM	5		
v	<b>Multi-speed operation</b>	<b>5</b>		
	Two Speed Operations capability	5		
	Single Speed Operation Capability	0		
<b>3</b>	<b>Presentation on Operation and Maintenance methodology for 1 year and Warranty Support for total 3 years</b>		<b>15</b>	Presentation by the Bidder
<b>TOTAL MARKS</b>			<b>100</b>	

### **3.24 Commercial Bid Evaluation**

25. The selection of successful Bidders will be done on Quality cum Cost Based Selection (QCBS) methodology. The methodology and respective weightages are mentioned in the Section 3.25 below.
26. The Bidders complying with the Eligibility Criteria mentioned in Section 3.21 and who have paid the Tender Fees and EMD Fees as specified in the RFP, shall be considered as “substantially responsive” bids.
27. The Commercial Bids will be opened on the prescribed date in the presence of bidder representatives or as decided by MPCB.
28. The bidders should necessarily give the commercial details in the format given in this RFP. The commercial proposals should be given in the prescribed format only and in accordance to the details, terms and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects).
29. In case the selected bidder does not quote for or provision for cost/expenses required to meet the requirements of the RFP, the selected bidder shall be solely responsible for those and shall provide them, without any additional cost to MPCB.
30. The bidder is expected to price all the items and services sought in the RFP and proposed in the Technical Proposal. In case a Bidder fails to mention the cost of a line item, the bidder will be disqualified from further evaluation. The Bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of its work and must cover the entire Contract Period.
31. The Commercial Bids of non-qualified Bidders shall be rejected and EMD shall be refunded only after work order is awarded against this tender to the Successful Bidder.
32. In the event that any successful bidder withdraws or is not ready for engagement for any reason, MPCB may invite the Bidder with the Bidder having the second best composite score.
33. MPCB may extend the validity of this contract based on the mutual consent with the successful Consultant.
34. The detailed roles and responsibilities of Selected Agency are mentioned in Scope of work.
35. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
36. MPCB does not guarantee that all line items from Commercial Format shall be utilized by MPCB. The actual line items used may be more or less. The payment shall be made for only those line items which are used based on unit cost quoted for the particular item on actual work is undertaken. MPCB can vary the quantity by  $\pm 25\%$  during the tenure of the contract and the successful bidder will have to undertake the deliverables at the rates mentioned in the bid.
37. The Bidder needs to account for all expenses in the Financial Bid including transport, insurance, consumables, etc. along with out of Pocket expenses due to Boarding, Travelling, Lodging and other related items. MPCB shall not be liable to pay any additional cost apart from that mentioned in the Commercial Bid Format filled by the bidder and as specified in the RFP.

38. MPCB may seek clarifications from the bidder on the Technical Proposal. Any of the clarifications by the bidder on the Technical Proposal should not have any commercial implications. The Commercial Proposal submitted by the bidder should be inclusive of all the items in the Technical Proposal and should incorporate all the clarifications provided by the bidder on the Technical Proposal during the Technical Evaluation.
39. The bidder shall fill rates for all the line items. If rate for any item is not provided by the bidder or provided in format other than defined in this RFP, then MPCB reserves the right to reject the bid.
40. The rates specified by the Bidder in this RFP for all line items shall be valid for entire duration of contract.
41. The Commercial Proposal shall not contain any technical information.

### **3.25 Quality cum Cost based Selection Methodology for Evaluation of this RFP**

The following methodology and weightages will be used for objective evaluation of each of the bids.

#### **1. Technical Bid Evaluation**

Based on the documentation submitted by each of the bids, the bids will be given a score out of Maximum 100. Each responsive Bid will be attributed a technical score denoted by symbol "S(t)". The technical score shall be out of a maximum of 100 marks.

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

After technical evaluation, MPCB will rank the bidders in descending order of their technical scores with the top ranked bidder having the highest technical score. If any bidder is found to be technically inadequate to the requirements of MPCB, i.e. if  $S(t) < 75$ , 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 **75**, 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**.

#### **2. Financial Bid Evaluation**

The price bids of only technically successful bidders whose technical Bids have been awarded 75 or more marks will be opened.

The evaluation will carried out if Price bids are complete and computationally correct.

Lowest Price bid denoted by symbol “P (m)” will be allotted a Price score of 100 marks. The Price score of all the bidders will be denoted by the symbol “S (p)”. The Price score of other bidders will be computed by measuring the respective weighted Price bids against the lowest bid i.e. P (m)

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

### **3. Computation of Composite 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 0.70 of the Technical score and 0.30 of the Price score. The composite score (S) will be derived using following formula:

$$S = (S (t) * 0.70) + (S (p) * 0.30).$$

Thus the composite score shall be out of a maximum of 100 marks and will be computed up to TWO (2) decimal points.

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

### **4. Award Criteria**

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

The Bidder having the highest Composite Score will be termed as the Successful Bidder.

In case, two or more bidders have the same composite scores, the Bidder with the highest technical score will be declared as the successful bidder. In case, two or more bidders have the same composite scores & technical scores, MPCB will decide further criteria of evaluation, which will be binding on all bidders to accept without contest.

### **3.26 RFP Selection Process**

1. MPCB through this Request for Proposal (RFP) intends to get quote only from reputed technically qualified bidders.
2. All the bidders will be assessed against the Eligibility criteria mentioned in Section 3.21
3. The financial offer of the bidders fulfilling the Eligibility criteria shall be opened for further evaluation. Bidders are also requested to submit their financial quotation in the format provided in the RFP.
4. In case of discrepancies between rates quoted in amounts and in words by the bidder, the lower of the two will prevail and will be used to determine the Successful Bidders as per criteria provided in the RFP.
5. If any information provided by the Bidder is found to be inaccurate at any stage of the RFP process, MPCB may, at its discretion, reject the offer and no correspondence will be



entertained in this regard. Submission of wrong and / or false information may also disqualify the Bidder from any future work from MPCB.

6. MPCB reserves the right to negotiate with the Successful Bidders as per CVC guidelines or any equivalent norms. If the negotiation becomes unsuccessful then MPCB may negotiate with the next qualified bidder.

### **3.27 Bid Validity**

1. The offer/proposals submitted by the Bidders shall be valid for minimum period of 120 days after the last date of bid submission prescribed by the department.
2. In exceptional circumstances, prior to the expiration of the bid validity period, the department may request bidders to extend the period of validity of their bids.
3. The request and the responses shall be made in writing. In event of such extension, department shall request Bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.
4. In event of such extension, Bidders shall submit new Bank Guarantee submitted as EMD to cover the extended period of validity of their bids.
5. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid.
6. If the date up to which the bid is to remain valid happens to be a holiday for the department, the bid shall automatically remain valid up to the next working day.

### **3.28 Price and Information**

1. The bidder shall quote for this project as per the requirements of the RFP and in the format mentioned in Section 6.2.
2. All the prices will be in Indian Rupees.
3. The bidder should quote the fee considering all costs including the costs for insurance for the Contract Period, travel / stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the Contract. The bidders should study the Scope of Work as per Section 4, to have understanding of all the associated costs of the project.
4. The bidder should indicate the GST currently applicable and the same will be reimbursed at actuals as applicable from time to time.
5. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
6. All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

### **3.29 Payment Terms**

The following payment terms will be offered to the Successful Bidders upon completing the necessary formalities and rendering deliverables as mentioned in Section 4 (Scope of Work).

1. Within 15 days of MPCB issuing the LoI / LoA / Work Order, the Successful Bidder, at its cost, charges and expenses will submit a PBG for an amount equivalent to 10% of the value of the contract in favour of MPCB. The PBG shall be in the form of a guarantee/s of a Nationalised Bank acceptable to MPCB and shall be valid for 38 months from the date of issuance of CoOP.
2. The Price Bid mentions two components of the Total Bid Value viz. Equipment cost and the Operation and Maintenance cost. Upon completion of the deliveries of all the equipment at respective sites, MPCB will release an amount equivalent to 70% of the equipment cost, including associated GST.
3. Upon MPCB issuing a CoOP to the Successful Bidder, MPCB will release further amount equivalent to 15% of the equipment cost, including GST.
4. Upon trouble free and satisfactory working of the equipment at site for a period of THIRTY (30) days, from the date of issue of CoOP, MPCB will release the final 15% of the equipment cost, including GST.
5. The cost towards the Operation and Maintenance will be paid in FOUR (4) equal instalments at the end of each quarter of operations (i.e. at the end of every three months of operations).
6. All the payments at each stage will be made after deducting penalties for the stage, if applicable. The penalties applicable at various stages are mentioned in Section 3.30
7. All payments will be made vide a crossed cheque payable in Mumbai, within 30 days of submission of invoice, after deducting applicable TDS, if any.

### 3.30 Penalties

It is expected that the Successful Bidder will complete all the deliverables as per the given timelines and as per the expected and defined performance norms. In case there are any defaults / delays from the Successful Bidder during the various phases of execution, MPCB will levy penalties. The same will be recovered from the next stage payment or in the extreme case, by invoking the Performance Bank Guarantee. The various penalties are listed below

Sr. No.	Project Phase	Penalty Type	Penalty Amount
1	Delivery	Delay in delivery of the equipment (3 months from LoA)	1% of the equipment value per machine for the delay of each week or part thereof
2	Commissioning	Delay in obtaining CoOP (15 days from delivery)	Rs. 5,000/- per day of delay per machines
3	Operation and Maintenance (O&M)	More than 1 day breakdown per month	Rs. 5,000/ per day of additional breakdown per machine
		Above incidence repeating for 3 consecutive months	Rs. 10,000/ per day of additional breakdown per machine
		Operator unavailability	Rs. 5,000/- per day of absentee per machines Rs. 10,000/- per day for three consecutive days of absentee or more
4	Warranty (Final Two years)	More than 1 day breakdown per month	Rs. 5,000/ per day of additional breakdown per machine
		Above incidence repeating for 3 consecutive months	Rs. 10,000/ per day of additional breakdown per machine

MPCB will consider genuine request for extension of time, if so made by the Successful Bidder, taking into account the reasons for such extension and grant extension of time at their discretion.

MPCB shall record the reason in such action with facts and figures. The grace period will not be granted if the extension is necessitated due to the default on the part of the Successful Bidder.

### **3.31 Indemnification**

The bidder, if selected as Successful Bidder, will agree and undertake 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.

### **3.32 Signature**

1. A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document.
2. All obligations committed by such signatories must be fulfilled.

### **3.33 Conditions under which RFP is issued**

1. This RFP is not an offer and is issued with no commitment. MPCB reserves the right to withdraw the RFP and change or vary any part thereof, at any stage. MPCB also reserves the right to disqualify any bidder should it be so necessary at any stage.
2. Timing and sequence of events resulting from this RFP shall ultimately be determined by MPCB.
3. No verbal conversations or agreements with any official, agent, or employee of MPCB shall affect or modify any terms of this RFP and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of MPCB shall be superseded by the definitive agreement that results from this RFP process. Verbal communications by MPCB to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than MPCB.
4. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MPCB or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
5. Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of MPCB to leave the department or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of MPCB.

### **3.34 Right to the content of Proposal**

1. All proposals and accompanying documentation of the Technical Proposal will become the property of MPCB and will not be returned after opening of the Technical Proposals.
2. MPCB is not restricted in its rights, to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders.
3. MPCB shall not be bound by any language in the proposal indicating the confidentiality of the proposal, or any other restriction on its use or disclosure.

### **3.35 Non-Conforming Proposal**

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

1. It does not comply with the requirements of this RFP.
2. It does not follow the format requested in this RFP or does not appear to address the requirements as specified by the directorate.

### **3.36 Correction of errors**

1. The bidder is advised to take adequate care while quoting the rates. No excuse for corrections in the quoted rate will be entertained afterwards.
2. The corrections or overwriting in bid document should be initialled by person signing the Bid form.

### **3.37 Corrections to Arithmetic errors**

1. In case of discrepancies between Commercial Bid calculated by the bidder in numbers and words, the lower of the two will prevail and will be used to determine the Successful bidders as per criteria provided in RFP.
2. Bidders shall accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

### **3.38 Disqualification**

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

1. Bid not submitted in accordance with the bid document.
2. Technical Proposal contains details related to cost.
3. The bidder qualifies the bid with its own conditions.
4. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
5. Bid is received in incomplete form and / or received after due date and time.
6. Bid is not accompanied by all requisite supporting documents.
7. Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
8. Non - fulfilment of any condition / term by bidder.

### **3.39 Acknowledgement of Understanding**

By submitting the proposal, each bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, scope of work, schedules, annexure,

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

### **3.40 Site visit by Bidder**

1. The bidder may visit the relevant Section(s) / Departments at MPCB at any time to be agreed with MPCB and obtain for itself on his own responsibility all information related to any specific process.
2. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing.
3. The cost of such visits to the site(s) shall be at the bidder's own expense.

### **3.41 Award Criteria**

Post the evaluation process indicated in Section above, MPCB will award the Contract to the Selected Agency as defined in this RFP Section 3.24(4).

### **3.42 MPCB's Right to accept any Bid and to reject any or All Bids**

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

### **3.43 Letter of Intent / Letter of Award**

1. Prior to the expiration of the period of bid validity, MPCB will notify the Successful Bidder(s) in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted.
2. The Letter of Intent will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, MPCB will promptly notify each unsuccessful bidder(s).

### **3.44 Signing of Contract**

MPCB shall notify the Successful Bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with MPCB within the time frame mentioned in the Letter of acceptance to be issued to the Successful Bidder by MPCB.

### **3.45 Term of Contract Agreement**

1. The term of this Contract shall be a period of the period of 3 years from the date of issue of CoOP, extension will be subjected to the mutual consent of both the parties and on the basis of the performance of the bidder.
2. In case MPCB is not satisfied with the performance of the selected agency, MPCB reserves the right to terminate the contract with such agency.

### **3.46 Failure to agree with the Terms & Conditions of the RFP / Contract**

Failure of the Successful Bidder(s) to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event MPCB may invite the next best bidder for negotiations or may call for fresh RFP.

### **3.47 Non-Disclosure Agreement (NDA)**

The Successful Bidder(s) has to sign the Non- Disclosure Agreement with MPCB.

### **3.48 Performance Bank Guarantee (PBG)**

1. Performance Bank Guarantee is governed for supplies and services as follows:
  - a. The bidder shall carry out the supply and services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
  - b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidder on payment of Performance Bank Guarantee in the form of a Bank Guarantee.
2. The selected bidder shall deposit the Performance Security as follows:
  - a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised Bank, of value and validity of 38 months, as defined this tender document.
  - b. The Performance Bank Guarantee should be furnished within 15 Working Days from the date of issue of Letter of Intent / Award.
  - c. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
  - a. Any amount imposed as a fine by MPCB for irregularities Committed by the bidder.
  - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
  - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
  - d. Any other outstanding amount.
4. Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.

### **3.49 Right to Vary the Scope of Work at the time of Award**

1. MPCB reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement.
2. If any such change causes an increase or decrease in the total value of contract, or the time required for the Bidder's performance of any part of the work under the resultant Agreement, whether changed or not changed by the order, it shall be based on the unit prices quoted by the Bidder. Based on the revised scope, payment shall be calculated based on unit prices and MPCB shall be liable to pay only the revised amount, irrespective of the Total Cost mentioned in the Contract.

3. Payment to the Successful Bidder shall be made on monthly basis on the actual completion of scope of work and deliverables by the Bidder to MPCB's satisfaction.
4. The decision of MPCB shall be final and binding upon the SSP.

### **3.50 Governing Laws**

The contract shall be governed by the laws and procedures established by Govt. of India and Government of Maharashtra, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

# **Section II: Scope of Work**



## **4. Scope of Work**

The Board proposes to undertake beach cleaning activity across the state which help to rejuvenate beaches for sustainable tourism and ecological conservation. To state with the Board proposes this activity on experimental basis for beaches located in Mumbai and Mumbai Suburban which could be extended for entire state and to undertake this activity, the Board needs machinery and equipment's required for beach cleaning which includes beach cleaning machine and ancillary Set-up.

The beach cleaning machines proposed will be Skid Steer Loader machines having THREE (3) primary attachments as follows

Rock Bucket	Collection bucket which collect rocks while separating the sand and leaving it behind
Grappler Bucket	To collect the dirt accumulated on the beaches
Sand Cleaner	Sieves sand and collects even the smallest waste, such as cigarette butts, bottle caps, pieces of glass, splinters of wood, tins, stones, plastic bags, syringes and algae

The minimum technical specifications of the Skid Steer Loader and its attachments are mentioned in Section 5.6.

### **4.1 Brief Scope of Work**

The broad deliverables for the Successful Bidder under this project are mentioned here for the benefits of the bidders.

- Supply of Equipment at designated locations
  - Supply all the equipment as per the order
  - Equipment to be delivered to the designated addresses within the given timeframes
- Commissioning the equipment at site
  - Assembly of the equipment at site
  - Conduct trials and fine tune the equipment for optimum performance
  - Commission the equipment and give successful working demonstration to MPCB to obtain Certificate of Operation (CoOp)
- Provide Warranty Support and Post-warranty support on site
  - total period of THREE (3) years
  - Comprehensive On-site Warranty
- Provide Operation and Maintenance Services
  - Period One year (First year after supply and commissioning)

## **4.2 Detailed Scope of Work**

Following are the detailed list of activities / services to be undertaken / provided by the successful bidder.

### **1. Supply of Equipment at designated Locations**

**Packaging:** The equipment should be delivered within the given timeframe at specified offices in perfect condition and no damage or repair in transit shall be accepted. Necessary packing, if any, shall be provided by the supplier/tenderer on his own cost.

**Conformity to Specifications:** The product supplied should fully conform to the purchase specification as quoted in the Bid. Such conformity of the material to the specifications shall be determined by testing the product/material as specified in the RFP Document and the response given in the Bid. The Factory Test Report before the dispatch of the equipment to the site will be the document for the record and conformity test. The Successful Bidder shall be solely responsible for the quality of the material delivered until the same is tested and accepted by the Board.

In the event the material delivered is found to be not in accordance with the specifications, the entire quantity/consignment will be rejected and the tenderer will be responsible for replacement of the rejected material free of cost and / or reimbursing the Employer for resultant losses sustained on this account.

**Insurance:** The Successful Bidder at their own cost will insure the equipment for the period of Contract (Three years) along with its accessories and attachments against all threats and name Maharashtra Pollution Control Board as the beneficiary. In case of any claims, the Successful Bidder will help the Board by providing all the necessary information to complete the process for speedy claim settlement.

**Registration:** The Successful Bidder has to take necessary care of registration of the Skid Steer Loader before commissioning. The Successful Bidder shall make his own arrangement to get the Equipment registered permanently and getting R.C. Copy from respective RTO Authorities. The Employer will provide the necessary documentation required to get the equipment registered

**Costs associated:** All costs towards delivering of the equipment at each of the sites would be to the Successful Bidder's account and hence the Bidder's are required to quote the prices inclusive all such cost heads. Such cost heads can be but not limited to transport, weather-proof packing, transit insurance, Insurance, Registration, local levies, etc.

### **2. Commissioning of Equipment at site and Demonstration to MPCB / Nodal Officer**

The Successful Bidder will assemble each of the machines at respective locations in presence of the Nodal Officer/s. All the necessary attachments and accessories also will be attached to the

equipment. A full functional demonstration of the individual machine will be given to the respective Nodal officer/s showing them the key functional capabilities of the machines. Upon successful demonstration of the machine, MPCB will issue the Certificate of Operation (CoOP) to the Successful Bidder. The date of issue of CoOP will be considered as the date of start of THREE (3) year warranty period and the ONE (1) year Operation and Maintenance (O&M) period for the Successful Bidder.

### **3. Operation and Maintenance (O & M)**

The Skid Steer loaders with the three attachments are used specifically to clean the beaches with minimal / no harm to sensitive marine life. The Successful Bidder will provide Operation and Maintenance services.

The Operation & Maintenance component of this contract are of very critical nature which has to be carried out virtually every day. The Successful Bidder is therefore sensitized to the need for proper planning, deployment and sustaining perfect Operation & Maintenance throughout the entire period of ONE (1) year. The Successful Bidder is required to attach importance to the following points so as to ensure deliverance of the highest quality of works which will ensure a) Availability of entire fleet of loaders, b) Reduce down-time due to repairs, c) Reduce drastically expenditure on Break-down and repair maintenance.

**Period:** The successful Bidder will provide O&M services for a period of ONE (1) year from the date of issue of CoOP.

**Shifts and Timing:** During High Tides the sea level is acquiring all the beach therefore the machines can only be used during low tide. There are two windows of 4 Hrs. in which the machine can effectively be used to collect & load the waste. This means the machine can be used for 8 Hrs. during day time. The timings have to be decided between MPCB / Nodal Officer and the Successful Bidder.

**Emergency Situations:** During emergency situation, the Successful Bidder will be required to render operational services continuously on day and night basis on all the days of emergencies till the same is cleared. No extra payment will be made to the Successful Bidder on account of such emergency services.

**Operators:** The successful Bidder will deploy trained operators to operate the equipment on respective beaches. Each of the operators will be highly trained on the equipment and will have the necessary license to operate these equipment. Their licenses will be valid for at least till the end of O&M period. None of the operators will be below 18 years / legal age for acquiring Operator's license. The operator will work in 12 hours shift per day. The Operator availability has to be for all 365 days in a year and the rendering of the services shall be based on 12 hour operational shift in each day. The Successful Bidder has to provide for sufficient redundancy to cater for the relievers and emergency situations. The operators should be covered with necessary insurance as required by the Labour Act and necessary Identity Cards with photographs should

be issued to them. The photo ID cards have to be displayed at all the times while on duty. Necessary legal and mandatory requirements like valid driving license, healthy individuals, and necessary personal insurances should be complied at all times. The Successful Bidder will ensure compliance to the employee benefits and leave as entitled by the law for all the operators and any other staff that may be deployed. Complete discipline should be maintained by all the staff deployed, like refraining from alcohol consumption while on duty.

**Comprehensive Maintenance Schedule:** The Successful Bidder will prepare comprehensive maintenance schedule for equipment detailing the Preventive Maintenance Schedule a) Daily b) Weekly c) Monthly d) Bi-Yearly e) Yearly which shall be strictly complied during the contract period.

**Maintenance tools and mechanics:** The Successful Bidder will deploy trained and skilled mechanics on site to conduct all maintenance activities. All necessary tools to conduct routine maintenance activities at site, such as but not limited to, necessary Hand Tools, Special Tools, Servicing and Lubricating equipment etc. will be provisioned for, at site.

**Preventive maintenance:** The Successful Bidder will carry out preventive maintenance on a quarterly basis or as mutually decided with MPCB. The preventive maintenance will include but will not be restricted to the replacement of consumables, like Filter replacement / filtration of oil etc. The preventive maintenance shall be carried out in a required sequence for which, trained personnel shall be appointed who are fully conversant with operation and maintenance of the machines.

**Spares / Accessories / Consumables:** All spares / accessories / consumables required for smooth operation of the equipment including batteries, Tyres, Tube and Flaps, Hydraulic Oil, Engine Oil, Filters etc. shall be supplied by the Successful Bidder. All the spare parts supplied shall be original. The work includes replacement of normal routine items like oil and parts like pipes, nuts, bolts, washers and all electrical and hydraulic spares, etc and any other spare parts and items which are required to be changed under normal wear and tear. The replacement of such parts will be carried out by the Successful Bidder under the proper supervision and as per the recommendations of the manufacturers. Adequate essential parts / spares will be maintained in stock to render satisfactory services without any interruption.

**Breakdown Maintenance:** In case of major breakdown, the equipment will be taken by the Successful Bidder to its Authorised Service Centre / workshop. Alternate machine of similar capacity will be provided till the time the primary equipment is under repairs. All cost related to shifting the equipment to the workshop will be to the Successful Bidder's account

**Maintenance and Attendance Logs:** The successful Bidder will keep log of Operator attendance for each shift. Maintenance logs also will be maintained. All such logs should be made available for inspection whenever called for.

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

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

**All Inclusive O&M:** The Bidders should carefully read the O&M scope mentioned above and quote a price inclusive of all such and other incidental costs as may be envisaged. All the cost of repairs to the equipment, including cost of consumables, fuel, operators, mechanics, spares, etc. will be to the Bidder's account including any minor or major repairs during the O&M period of ONE(1) year. No extra charges, other than those quoted for O&M will be paid to the Successful Bidder.

#### **4. Warranty Support**

The successful Bidder will provide for a THREE (3) year comprehensive on-site warranty for the equipment supplied. The warranty period will start from the date of issue of CoOP. While the first year of warranty will coincide with the Operation and Maintenance period, the balance TWO (2) years will be for warranty support only.

**Comprehensive and On-site:** The warranty will be provided on comprehensive basis, meaning all parts excepts for the consumables and parts under normal wear and tear, will be included under the warranty. In case of any faults or breakdown of these parts will be replaced free of cost by the Successful Bidder. The repairs will be done on site. In case of major repairs, where the equipment needs to be carried off-site to the Service Centre, the Successful Bidder will provide stand-by equipment of similar capacity and capability.

**Preventive Maintenance:** Regular preventive maintenance to ensure upkeep of the equipment should be carried out by the Successful Bidder on a Quarterly basis or as agreed mutually with MPCB.

**Breakdown Maintenance:** Successful Bidder will promptly attend to any breakdown calls and resolve them expeditiously. If the Successful Bidder fails to meet the uptime requirement of MPCB, MPCB will levy penalties as mentioned in this RFP. MPCB shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. MPCB shall afford all reasonable opportunity for the Supplier to inspect such defects. Upon receipt of such Notice, the Supplier shall, within the decided period, expeditiously repair or replace the defective Goods or parts thereof, at no cost to MPCB. If having been notified, the Supplier fails to remedy the defect within the specified period; MPCB may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and

expense and without prejudice to any other rights which MPCB may have against the Successful Bidder under the Contract.

**Exclusions:** Parts damaged due to wrong operation of the equipment during the final two years of warranty period will not be considered under comprehensive warranty cover. Additionally following parts will not be covered under the comprehensive warranty cover

1. All ground touching items, e.g. Tooth Point, Buckets, Tyres, Steel Tracks, Attachments
2. All rubber items such as hoses
- 3 All electricals items such as Bulbs, fuses, relays, wiring harness, solenoids, etc.

#### **4.3 Delivery Locations**

The SEVEN (7) numbers of Skid Steer Loader Machines each with THREE (3) attachments as mentioned earlier have to be delivered to the following offices (One machine to each Office)

<b>Sr. No.</b>	<b>District Collectorate</b>	<b>Address</b>
1	Mumbai City	District Collector's Office, Old Custom House, Shahid Bhagat Singh Marg, Fort, Mumbai, Maharashtra 400001
2	Mumbai Sub-Urban	District Collector's Office, 10th Floor, Administrative Building, near Chetna College, Government Colony, Bandra East, Mumbai, Maharashtra 400051
3	Thane	District Collector's Office, Court Naka, Ad Prabhakar Hegde Rd, Kharkar Alley, Thane West, Thane, Maharashtra 400601
4	Raigad	District Collector's Office, At/PO – Alibag, District – Raigad, Pin – 402 201
5	Ratnagiri	District Collector's Office, NH-204, Hatkhamba, To, Teli Aali, Rajiwada, Ratnagiri, Maharashtra 415612
6	Sindhudurg	District Collector's office, Police Line, Oros, Maharashtra 416812
7	Palghar	District Collector's Office, Chintupada Rd, Udhyog Nagar, Palghar, Maharashtra 401404

#### **4.4 MPCB Responsibilities**

As the Project Sponsor, Maharashtra Pollution Control Board will have following responsibilities towards the project

1. Appointing Nodal Officer/s for coordinating all the activities with the Successful Bidder and / or external agencies, as the case may be
2. Acceptance of the material delivered and issue of CoOP after first demonstration
3. Provide required documentation to the Successful Bidder for the equipment to be registered with local RTO authorities.
4. Provide secure parking space and security for the equipment
5. Deciding schedule and hours of operations based on the tide timings
6. Provide for all the fuel and consumables cost after first year of warranty i.e. second and third year of warranty
7. Recruit operators for operating the equipment during second and third year of warranty
8. Give guidelines and boundaries for the operators to conduct beach cleaning
9. Conducting regular reviews with the Successful Bidder.

#### **4.5 Handover**

1. **At the end of the O&M period:** Successful Bidder will handover each of the equipment to the designated office / nodal officer at the end of the first year of Operation and Maintenance period.
  - The equipment will be handed over in good working condition after a full servicing of the equipment not earlier than ONE (1) month before the handover. No Service issues should be pending at the time of handover.
  - A working demonstration will be given to the designated office / Nodal Officer.
  - All the logs towards the maintenance of the equipment during the O&M period should be handed over to the Nodal Officer. All technical manuals, service books should also be handed over.
  - A sign-off should be taken from the accepting Nodal Officer / Designated office, indicating the transfer of Operations activities to MPCB / Designated office from the specified date with “No Issues Pending” Certificate.
2. **At the end of THREE (3) years of Warranty period:** At the end of Warranty period as per Contract period, the Successful Bidder will transfer the maintenance responsibilities to MPCB / any new vendor MPCB wishes to choose / have already chosen.
  - The equipment will be handed over in good working condition after a full servicing of the equipment not earlier than ONE (1) month before the handover. No Service issues should be pending at the time of handover.
  - A working demonstration will be given to MPCB / Designated agency.
  - All the logs towards the maintenance of the equipment during the last year of warranty period should be handed over to the Nodal Officer. All technical manuals, service books should also be handed over.
  - A sign-off should be taken from the accepting Nodal Officer / designated agency, indicating the transfer of all maintenance activities to MPCB / Designated agency from the specified date with “No Issues Pending” Certificate.

#### **4.6 Project Period & Deliverables**

Broad phases of Project along with their respective timelines are mentioned herewith. The successful Bidders have to comply with these timelines. Failure to adhere to the timelines will attract penalties.

<b>Sr. No.</b>	<b>Deliverables</b>	<b>Project Time Lines</b>
1	Supply of Equipment at respective Sites	Within THREE (3) months from the date of issue of Letter of Intent / Award
2	RTO registration, Successful Demonstration of respective machines to MPCB / Designated Local Office. Receive Certificate of Operation (CoOP) from MPCB	Within FIFTEEN (15) days from the date of supply at site
3	Operation and Maintenance	Starting from the date of issue of CoOP for a period of ONE (1) year
4	Comprehensive, On-site support	Starting from the date of issue of CoOP for a period of THREE (3) years

Note: The above calendar is also for MPCB to plan their supporting / associated activities of the project.



# Annexures

<b>Document No.</b>	<b>Description</b>
<b>Annexure 1</b>	Documents for Eligibility Criteria
<b>Annexure 2</b>	Documents for Financial Proposal
<b>Annexure 3</b>	Other Documents/Formats
<b>Annexure 4</b>	Draft Conditions of Contract
<b>Annexure 5</b>	Details about eTendering process

## 5. Annexure -1: Documents for Eligibility Criteria

Document No.	Description	Submitted (Yes/No)	Pg No.
Document 1	Format for Bid Submission Covering Letter		
Document 2	Format for Bidder Details		
Document 3	Certificate of Incorporation / Partnership Deed		
Document 4	Copy of PAN Card		
Document 5	Copy of GST Certificate with GST Number		
Document 6	Power of Attorney in the name of Signatory		
Document 7	Format for CA Letter about Profitability		
Document 8	Manufacturer's Authorisation Letter (for Authorised Dealers – format Attached) / Self Declaration (For Manufacturers)		
Document 9	Confirmation of 100% compliance to Minimum Technical Specifications (on OEM's Letterhead, Format given)		
Document 10	Format to Project Citation		
Document 11	Self-Declaration about at least ONE (1) office in Maharashtra		
Document 12	Format for Non-Blacklisting		
Document 13	Copy of Online Tender Fee payment receipt		
Document 14	Copy of Online EMD Payment acknowledgement from Maharashtra eTender portal		
Document 15	Technical Proposal comprising of Company profile, Capabilities, Strengths Proposed Delivery / Execution methodology Proposed Warranty Support Proposed Operation and Maintenance (O&M) Strategy		

**\* Bidders are to consider this document as a Checklist and Index. The same should be included as a part of Technical Bid**

## **5.1 Format for Bid Submission Covering Letter**

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

**Member Secretary**

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

**Subject: Bid Submission Cover Letter for- Request for Proposal for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra**

**RFP Reference No:** MPCB/

Dear Sir,

We, the undersigned bidders, having read and examined in detail all the bidding documents for <<Name of the RFP>>, do hereby propose to provide our services as specified in the RFP.

We attach hereto our responses to the requirements and commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPCB, Govt. of Maharashtra is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its shortlisting process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of bid validity as defined in this RFP. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP. We also herewith express our willingness to subject to MPCB's conditionality regarding manpower recruitments (required for the project), change of hands of management and declaring upfront the source of funding for the project.

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

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 202

Thanking you,  
Yours faithfully

(Signature of the Authorized Signatory of the Bidder)  
(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

## 5.2 Format for Bidder Details.

<< To be printed on Bidder's Company's Letter Head, Signed by Authorized Signatory >>

### **TO WHOMSOEVER IT MAY CONCERN**

#### **Bidder Information (Sole Bidder)**

<b>Sr.</b>	<b>Particulars</b>	<b>Information</b>
1.	Name of the Agency	
2.	Address of the Agency	
3.	Telephone Nos.	
4.	Fax	
5.	E-mail	
6.	Website (If available)	
7.	Year of Establishment	
8.	Date of registration	
9.	ROC Reference No. (with supporting document)	
10.	PAN No:(with supporting document)	
11.	GST Number (with supporting document)	

Thanking you,

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

Name:

Designation:

Seal:

Date:

Place:

Business Address:

### 5.3 Format for Turnover details and Profitability

(To be submitted on the letterhead of the Chartered Accountant)

{Place, Date}

To,

**Member Secretary**

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

**Subject: Turnover details for Request for Proposal for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra**

**RFP Reference No:** MPCB/

**Dear Sir,**

Please find below profitability status of <Bidder's Name>.

Sr.	Financial Year	Profitable (YES / NO)
1	2018-19	
2	2019-20	
3	2020-21	

We also declare that M/s <Bidder's Name> have an annual Turnover of Rs. \_\_\_\_\_  
(Amount in Words) for the FY 2020 – 21 as per the audited report.

Thanking you,

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

(Signature and Name of the  
Chartered Accountant with  
Seal)

#### 5.4 Manufacturer's Authorisation Form (MAF)

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

Date:  
Place:

To,

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

**Sub: Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra.**

RFP Ref <RFP reference No.>

Dear Sir,

WHEREAS <Name and address of the Manufacturer> who are official producers of < Name of the product with description (pls use Annexure, if required) and product code > do hereby authorize <name of the Bidder> located at <Address of the Bidder> (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids. When resold by Name of the Bidder>, these products are subject to our applicable standard end- user warranty terms.

We assure you that in the event of <Name of the Bidder>, not being able to fulfil its obligation as our Authorised Dealer and Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that <Name of the Bidder> is our authorized Dealer and Service and can hence provide maintenance and upgrade support for our products.

Name

In the capacity of

Signed

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

Dated :.

## 5.5 Manufacturer's Declaration about 100% compliance to Minimum Technical Specifications

<This declaration must be on the letterhead of the Manufacturer, must be signed by a person of relevant competent authority, and must be included by the Bidder in its bid as specified in the Instructions to Bidders. The same should be accompanied by the compliance statement to the minimum required technical specifications (as mentioned in **Section 5.6**), duly filled and supported by relevant certifications and printed on Manufacturer's Letterhead>

Date:

Place:

To,

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

**Sub:** Declaration of compliance to Minimum Technical Specifications as per **Section 5.6** of your RFP <RFP reference No.> **Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra.**

Dear Sir,

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

We have read and understood the minimum technical specifications mentioned in **Section 5.6** of this RFP and our feature-wise compliance status for the product proposed <Name of the product and product code> is correct for every specification mentioned therein. Pls find the compliance statement attached herewith duly filled, signed and stamped.

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

Name

In the capacity of

Signed

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

Dated :.



## 5.6 Minimum Technical Specifications

<To be printed on Letterhead of the OEM and should be supported by relevant certifications as mentioned against various specifications.>

Sr. No.	Description	Minimum Technical Specifications	Compliance (Y/N)
1	Engine	Four cylinder, Naturally aspirated or Turbocharged, water cooled diesel engine not less than 70 Horse power. (Certified by ARAI / ICAT)	
		Should meet latest RTO emission norms of BS IV.	
2	Rated Operating capacity	Not less than 1100 Kg (Certified by ARAI / ICAT)	
3	Operating weight	Not less than 3300 Kg (Certified by ARAI / ICAT)	
4	Default Bucket Capacity	Not less than 0.5 cum (Declaration by OEM)	
5	Drive System	4 wheel drive driven by two fully reversing hydrostatic motors (Declaration by OEM)	
6	Dump height	Not less than 2.4 Meters (Declaration by OEM)	
7	Travel speed of vehicle	Travel speed not less than 11 km/hr. (ARAI / ICAT certification)	
8	Wheel Base	Not less than 1100 mm (ARAI / ICAT certification)	
9	Hydraulics	Engine Driven, Gear Type Pump with pump flow not less than 80L/min (Declaration by OEM)	
10	Braking System	Hydraulically activated and released multi-plate fade free brakes form integral part of drive motors. (ARAI / ICAT certification)	
11	Tyres	Reputed make of 12 x 16.5 size Pneumatic tyres (Declaration by OEM)	
12	Terrain Friendly	Special Steel tracks of appropriate size to be mounted on Pneumatic tyres for better operational comfort on sands, beaches (Declaration by OEM)	
13	Cabin	Spacious HVAC cabin with good visibility. Digital Error fault codes should be displayed in the cabin. (Declaration by OEM)	
14	Maintenance and Overhauling Tools	Necessary basic tool kit and first aid box with kit should be provided (Declaration by OEM)	
15	Battery	12V (ARAI / ICAT certification)	
16	Mandatory minimum attachments	The Skid Steer Loader should be supplied with compatible minim attachments as follows (Declaration by OEM)	
		Skeleton Bucket / Rock Bucket: min width 80' Min Weight 300 Kg	
		Grapple Bucket: Min width 80', Min Weight 100Kg	
		Sand Cleaner: Min 3 sieving options with min sieve size of 5 x 5 mm	
17	Certifications	The Skid Steer Loader Must be ICAT / ARAI Approved and the certificate of the same to be attached.	

### 5.7 Format for Project Citation

<b>Project Title:</b> <b>(Attach separate sheet for each Order)</b>	
Order date	
Name of Client	
Address	
Order Value in INR	
Type of Client (Government (State or Central) or Semi Government or Corporation or PSU or ULB)	
<b>Brief Description of Work:</b>	
Work Start Date	
Work Completion Date	
<b>Referrals (Client side): Provide one referral only.</b>	
<b>Name</b>	
<b>Designation</b>	
<b>Role in the Project:</b>	
<b>Contact Number</b>	

*Note:*

- The Bidder is required to use above formats for all the projects referenced by the bidder.*
- “Completion Certificate from Client” OR “Work Order/Purchase Order” shall be provided as supporting document for each project.*

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

Name:

Designation:

Seal:

Date:

Place:

Business Address:

## **5.8 Format for Undertaking of “Non-Blacklisting”**

(To be submitted on the letterhead of the Bidder)

{Place, Date}

To,

**Member Secretary**

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

**Subject: Undertaking of Non-Blacklisting for– Submission of proposal in response Request for Proposal for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra**

**RFP Reference No: MPCB/**

We, the undersigned, hereby declare that We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

We hereby declare that

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing of consulting services at GPs working under MPCB, Maharashtra State, Pune.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.

We hereby also declare that

1. We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; Or We have not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract ; We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU in India in last 3 years;
2. We have not violated the code of integrity in last 2 years;
3. Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in last 2 years;

4. We have not withdrawn our bids post submission of the same. (maximum incidents are limited to 3)
5. If Owner / Partner / Director / Trustee of the organization is Owner / Partner / Director / Trustee of any other organization: We hereby declare that Our Owner / Partner / Director / Trustee are not Owner / Partner / Director / Trustee of any other organization which is presently blacklisted / Banned / Suspended by the Government / Semi-Government / PSUs, and any other organization to which the provisions of GoM GR dated 01.12.2016 are applicable.
6. We declare that we comply with all clauses mentioned under section 5.8.5 of Government of Maharashtra Government Resolution dated 01.12.2016.
7. We accept that in case of any irregularity, lapses, non-compliances, MPCBs decision shall be final and binding on us.
8. We accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
9. We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ PBG, as the case may be.

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

Full Name and Designation

**(To be submitted on non-judicial stamp paper of Rs. 100/-).**

---

Signature of Notary (with official seal)

Name:

Designation:

Seal:

Business Address:

## **6. Annexure-2: Documents for Financial Proposal**

<b>Format No.</b>	<b>Description</b>	<b>Submitted (Yes/No)</b>
Format 1	Commercial bid covering Letter	
Format 2	Commercial bid	

## **6.1 Commercial Proposal Cover Letter**

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

**Member Secretary**

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

Tel:

Mail id:

**Subject: Commercial Proposal Cover Letter for- Request for Proposal for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra**

**RFP Reference No:**

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of **Request for Proposal for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra** do hereby propose to provide Services as specified in the bidding documents.

1. **Price and Validity:** All the prices mentioned in our Bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of 120 days from the last date of submission of the Bids. The prices we have offered, will remain fixed and subject to price escalation mention in the RFP during the period of Contract.
2. **Taxes:** We are an entity registered in India and do hereby confirm that our bid price is exclusive of all applicable taxes (i.e. GST). All relevant/ applicable taxes would be considered for reimbursement on actuals as per MPCB's discretion and prevailing Government laws
3. **Deviations:** We hereby declare that all terms and conditions mentioned in the RFP (all volumes, annexures and corrigendum's) are acceptable to us without any deviations and all the services shall be performed strictly in accordance with the bid documents
4. **Unit Rates:** We have indicated in the relevant Annexures enclosed, the unit rates for the purpose of an account of payment as well as for price adjustment, in case of any increase / decrease from the scope of work under the contract.
5. **Bid Price:** We declare that our Bid Prices, exclusive of all applicable taxes, duties, and GST are for the entire scope of the work and requirements as specified in the Bid documents.

6. Contract Performance Bank Guarantee: We hereby declare that in case the Contract / Order is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed in the RFP.
7. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief. We also understand that if our bid is conditional in any way, it shall be summarily rejected.
8. We understand that our Bid is binding on us and that you are not bound to accept a bid you receive.
9. We confirm that no Technical information or deviations are attached here with this Commercial offer.

Yours faithfully,

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

Name:

Designation:

Seal:

Date:

Place:

Business Address:

## 6.2 Format for Commercial Bid

Sr	Description	Qty	Basic Rate in Rs.	GST Amount	Total Unit Rate in Rs.	Amount in Rs.
		A	B	C	D = B+C	E = A x D
1	Skid Steer Loader at least with min specifications as per Section 5.6 or above, with Name of OEM, Make and Model of the Equipment with all necessary and required attachment and accessories. The cost should include delivery to the end location as mentioned in RFP, transit insurance, delivery and commissioning charges and any other cost associated. <b>The cost should include a Total Comprehensive on-site Warranty of THREE (3) years from the Date of CoOP</b>	7				
2	Operation and Maintenance (O&M) Services for all SEVEN (7) machines for a period of ONE (1) year from the date of CoOP as per the scope defined in <b>Section 4</b>	LumpSum				
<b>TOTAL COST OF THE BID IN FIGURES (Subtotal 1 + Subtotal 2)</b>						

**TOTAL COST OF THE BID IN WORDS:**

Rs. \_\_\_\_\_

Note:

1. The Bidder shall provision for all costs required for the entire duration of the contract. MPCB shall not be liable to pay any additional costs, apart from that mentioned in the table above.
2. The rate quoted by bidder shall include all costs associated with fulfilling the project deliverables, Out of Pocket Expenses including but not limited to Travelling, Lodging, Food, insurance, etc. MPCB shall not pay any additional cost to bidder.
3. All costs shall remain valid for the entire duration of the contract.

**BIDDERS ARE REQUESTED TO SUBMIT ONLINE COMMERCIAL BID FORMAT**

**A COPY OF COMMERCIAL BID PRINTED ON LETTERHEAD TO BE UPLOADED AS PART OF ENVELOPE 2**



## **7. Annexure-3: Other Documents/Formats**

Document 1	Format for Pre-Bid Queries
Document 2	Performance Bank Guarantee

### 7.1 Format for Pre-Bid Queries

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

To,

**Member Secretary**

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

Dear Sir,

**Subject: Pre-bid queries for- Request for Proposal for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra**

**RFP Reference No: MPCB/**

With reference to the subject RFP, please find below pre-bid clarifications request.

**Clarification Requested by:**

Name	
Designation	
Company	
Address	
Contact Number	
e-mail ID	
Date	

**Clarifications Requested:**

Sr.	RFP Document Reference(s) (Clause No.)	Pg. No.	Content of RFP requiring Clarification(s)	Points of clarification
1.				

*Note: Bidders are requested to provide the queries in MS Excel format*

Thanking you,

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

Name:

Designation:

Seal:

Date:

Place:

Business Address:

## 7.2 Format for Bank Guarantee

<< To be executed on Stamp Paper as mandated by the Bank issuing the PBG>>

### 8. Performance Bank Guarantee (PBG)

9.

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

No.

Date:

To,

#### **Member Secretary**

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

Tel:

Mail id:

Against Contract covering "Request for Proposal for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra" (hereinafter called the said 'Contract') entered into between the Maharashtra Pollution Control Board - (hereinafter called the Purchaser) and \_\_\_\_\_ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we \_\_\_\_\_ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that shall be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

The Performance Bank Guarantee shall be valid from the date of acceptance of the Letter of Intent and shall continue till sixty (60) days after the completion of all contractual liabilities including warranty obligations and defect liability period as per CVC guidelines. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

The provisions relating to Sanctions for Violations specified in the Integrity Pact, entered into by the Bidder with the purchaser shall be applicable for forfeiture of Performance Bank guarantee in case of a decision by purchaser to forfeit the same without assigning any reason for imposing sanction for violation for the Pact.

We \_\_\_\_\_ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, shall, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the Bidder.

Date \_\_\_\_\_  
Place \_\_\_\_\_ Signature \_\_\_\_\_  
Witness \_\_\_\_\_ Printed name \_\_\_\_\_  
(Bank's common seal)

# **Section III- Other Information**

## 8. Annexure-4: Draft Conditions of Contract

This AGREEMENT is made at \_\_\_\_\_, Maharashtra, on this \_\_\_\_ day of, \_\_\_\_ 2021,

BETWEEN

<<Insert Designation of Authorized Signatory>> Maharashtra Pollution Control Board, Government of Maharashtra, having its office at Kalpataru Point, 3<sup>rd</sup> Floor, opposite PVR Cinema, Sion Circle, Sion, Mumbai -400022, Maharashtra India hereinafter referred to as 'MPCB' or "First Part" which expression shall, unless the context otherwise requires, include its permitted successors and assigns

And

<<\*\*\*>>, a Company incorporated under the *Companies Act, 1956*, having its registered office at <<\*\*\*>> (hereinafter referred to as "Party" or "Second Part" which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'

Whereas:

Whereas MPCB has envisaged Request for Proposal for Selection of Agency for Request for Proposal for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra (hereinafter referred to as the "said Project");

And whereas MPCB has published the RFP to seek services of a reputed Agency for Request for Proposal for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra;

And whereas M/s. ----- has submitted its proposal for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra;

And whereas MPCB and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and the parties hereto hereby mutually agree as follows:-

The Agreement shall consist of this Contract Form and the following documents and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the 'Contract Documents'), all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. RFP / Tender Form
3. Scope of Work as given in the RFP / Tender Document.
4. Project & Payment schedule as given in the RFP / Tender Document.
5. Terms & Conditions of Contract as given in the RFP / Tender Document.
6. Service Level Agreement (SLA) as given in the RFP / Tender Document.
7. Technical proposal of Tenderer.
8. Financial Proposal

This Agreement sets forth the entire contract and agreement between the parties pertaining to “Request for Proposal for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra” and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the Agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to maintain and operate the entire proposed solution and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

Any notice under this agreement shall be in the form of letter, fax. Notices to either party will be given at such address/addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

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

and notice to the Agency shall be properly addressed to:

\_\_\_\_\_

A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered

By -----

Member Secretary

For and on behalf of MPCB

Signed, sealed and delivered

By -----

For and on behalf of the "Agency",

Witnesses:

(1)

(2)

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

<< Scope of Work, Solution Overview, Project & Payment Schedule, Terms & Conditions as specified above in the RFP document>>

Note:

10. The stamp duty payable for the contract shall be borne by the Agency

11. The above Draft Master Service Agreement is only indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by the Purchaser after final selection of the Agency



## 9. Annexure-5: Information about e-tendering process

### 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 and BoQ for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e- Tendering website of **Government of Maharashtra** [www.mahatenders.gov.in](http://www.mahatenders.gov.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.

The Contractors participating first time for e-Tenders on Maha e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new bidders are as follows.

[https://mahatenders.gov.in/nicgep/app;jsessionid=CA1444774BB4186D0E04B4178D5CA501.mhg\\_eps2?page=BiddersManualKit&service=page](https://mahatenders.gov.in/nicgep/app;jsessionid=CA1444774BB4186D0E04B4178D5CA501.mhg_eps2?page=BiddersManualKit&service=page)

**Empanelment:** The Contractors interested in participating in the Tenders of Maharashtra Pollution Control Board processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain Login ID and password. The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk support team or enrolled directly on Web site [www.mahatenders.gov.in](http://www.mahatenders.gov.in).

#### *9.1.1.1 e-Tendering Tool Kit for Bidders*

(detailed Help documents, designed for bidders) has been provided on Mahaetender website [https://mahatenders.gov.in/nicgep/app;jsessionid=CA1444774BB4186D0E04B4178D5CA501.mhg\\_eps2?page=BiddersManualKit&service=page](https://mahatenders.gov.in/nicgep/app;jsessionid=CA1444774BB4186D0E04B4178D5CA501.mhg_eps2?page=BiddersManualKit&service=page) 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 by **Net Banking only** during **Tender Document Download stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Similarly, Bidders will have to pay Earnest Money Deposit through online mode by Net banking only during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

#### **9.1.2 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:-**

**24 X 7 Help Desk Toll Free No.1800 3070 2232 Mobile No. 7878007972, 7878007973, 7878007974.**

9.1.2.1 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

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

9.1.2.2.1 TENDER DOCUMENT PURCHASE AND DOWNLOAD:

The tender document is uploaded / released on Mahaetenders website [www.mahatenders.gov.in](http://www.mahatenders.gov.in) Tender document and supporting documents may be purchased and downloaded from above link of Mahaetender site GoM, by making payment through **Online Payment Modes i.e. Net Banking Only.**

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

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

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

The Tender form will be available online only. Tender forms will not be sold / issued manually. The bidders are required to download the tender document within the 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.

9.1.2.2.2 PREPARATION & SUBMISSION OF BIDS

Bids shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

**Online Bid Preparation Price BID**

All commercial offers must be prepared online in given BoQ format (An online form will be provided for this purpose in Online Price Bid Envelope during **Online Bid Preparation** stage).

**Online Bid Submission**

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

#### 9.1.2.2.3 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 only** 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 as per the format given, 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 prescribed schedule without which the tender will not be submitted.

The date and time for online preparation followed by submission of envelopes shall strictly apply in all cases. The 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 Maha e-tendering portal. The tenderer will not be communicated separately regarding the amendment.

#### 9.1.2.2.4 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 its 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 BID ENVELOPE**

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

The technical bid consist of following Documents

*Request for Proposal (RFP) for Selection of Agency for Supply, Commissioning, Operation and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra*

<b>Document No.</b>	<b>Description</b>	<b>Document's status</b>
Document 1	Format for Bid Submission Covering Letter	Compulsory
Document 2	Format for Bidder Details	Compulsory
Document 3	Certificate of Incorporation / Partnership Deed	Compulsory
Document 4	Copy of PAN Card	Compulsory
Document 5	Copy of GST Certificate with GST Number	Compulsory
Document 6	Power of Attorney in the name of Signatory	Compulsory
Document 7	Format for CA Letter about Profitability	Compulsory
Document 8	Manufacturer's Authorisation Letter (for Authorised Dealers – format Attached) / Self Declaration (For Manufacturers)	Compulsory
Document 9	Confirmation of 100% compliance to Minimum Technical Specifications (on OEM's Letterhead, Format given)	Compulsory
Document 10	Format to Project Citation	Compulsory
Document 11	Self-Declaration about at least ONE (1) office in Maharashtra	Compulsory
Document 12	Format for Non-Blacklisting	Compulsory
Document 13	Copy of Online Tender Fee payment receipt	Compulsory
Document 14	Copy of Online EMD Payment acknowledgement from Maharashtra eTender portal	Compulsory
Document 15	Technical Proposal comprising of Company profile, Capabilities, Strengths Proposed Delivery / Execution methodology Proposed Warranty Support Proposed Operation and Maintenance (O&M) Strategy	Compulsory

**Price Bid ENVELOPE:**

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

Sr No	Description	Documents status
1	BoQ as per given excel Format	Compulsory
2	<b>Price Bid Format as per Aneexure</b>	Compulsory
3	<i>FORMAT FOR COVERING LETTER SUBMISSION- WITH PRICE BID Annexure – 1A</i>	Compulsory