



Maharashtra Pollution Control Board

महाराष्ट्र प्रदूषण नियंत्रण मंडळ

**Request for Proposal
For
Selection of Agency for Supply, Commissioning, and
Maintenance of Tractor Pulled Beach Cleaning Equipment
for selected Beaches in Maharashtra**

RFP Reference No: 240216-FTS-0331

Date of Issue: 17/02/2024

RFP Price: INR 20,000/-

Issued By:

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Disclaimer

This Request for Proposal (RFP) for “Selection of Agency for Supply, Commissioning, and Maintenance of Tractor Pulled 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

Abbreviation	Description
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
EnvCC	Department of Environment and Climate Change
GCC	General Contract Conditions
GOM	Government of Maharashtra
GST	Goods and Services Tax
MPCB	Maharashtra Pollution Control Board
NDA	Non-Disclosure Agreement
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PKI	Public Key Infrastructure
RFP	Request for Proposal
SLA	Service Level Agreement
SSP	Selected Service Provider
TCS	Tax Collected at Source
TCV	Total Contract Value
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 https://mahatenders.gov.in/ 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, 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: 240216-FTS-0331

Date: 17/02/2024

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **“Selection of Agency for Supply, Commissioning, and Maintenance of Tractor pulled Beach Cleaning Machine 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 20,000/-** (Excluding Taxes) (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 associate service, or due to such unavailability of the website or any part thereof or any contents or any associate 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, and Maintenance of Tractor Pulled 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.
 - d. Tender Fee of INR Rs 20,000/- 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.
 - e. 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/EIC/240216-FTS-0331 dated:17/02/2024
2	Name of the Project	Selection of Agency for Supply, Commissioning, and Maintenance of Tractor Pulled Beach Cleaning Equipment for selected Beaches in Maharashtra
3	RFP Document Download Start / End Date & Time	Start: 17/02/24 @ 11:00 Hrs. End: 04/03/24 @ 17:00 Hrs.

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

Sr.	Items	Description
4	Last date to send in requests for clarifications	All the queries should be received on or before 23/02/24 @ 17:00 Hrs., through email only with subject line as follows: “Queries – Selection of Agency for Supply, Commissioning, and Maintenance of Tractor Pulled Beach Cleaning Equipment for selected Beaches in Maharashtra”. The Pre-Bid queries to be sent to the Email Id: - eic@mpcb.gov.in
5	Date and Time pre bid Meeting	26/02/24 @ 15:00 Hrs. at MPCB HQ / by Video Conferencing (depending on prevailing situation)
6	Last date (deadline) for submission of bids	04/03/24 @ 17:00 Hrs.
7	Tender Fee to be paid via Online Payment Gateway mode only.	INR 20,000/- (Twenty Thousand INR) (Excluding Taxes)
8	Date Time and Place of opening of Technical Proposals	05/03/24 @ 14:00 Hrs. at MPCB HQ, Sion
9	Date Time and Place of opening of Financial Proposals	To be announce latter
10	Earnest Money Deposit (EMD) to be paid in form of Online Payment (Net-Banking Only)	INR 18,00,000 (Rs. Eighteen Lakhs Only)
11	Performance Bank Guarantee (PBG) from Nationalized/Scheduled Banks	Performance Bank Guarantee PBG 1- Supply PBG -5% of the total equipment cost (PART A value) valid up to 3 months from date of COoP. PBG Should be only from Nationalised /Scheduled Commercial Banks Performance Bank Guarantee PBG 2- AMC PBG- 5% of the CAMC (Part B value) valid up to 3 months beyond the project completion period. PBG Should be only from Nationalised/Scheduled Commercial Banks.
12	Last date for signing contract	As intimated in LoA/work order of MPCB
13	Bid Validity Period	180 days from the date of opening of commercial bid
14	Contract Period	5 years from the date of CoOP
15	Contact Details Member Secretary Maharashtra Pollution Control Board, 3 rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-24087895 Email ID: eic@mpcb.gov.in	

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	Performed by	Start		Expiry	
			Date	Time	Date	Time (hrs.)
1	Release of E-tender	Department	17/02/2024	11:00	17/02/2024	17:00
2	E-tender Download	Bidders	17/02/2024	11:00	04/03/2024	17:00
3	Clarification for Pre-bid	Bidders	17/02/2024	11:00	23/02/2024	17:00
4	Pre-bid Meeting	Department	26/02/2024 at 15:00 Hrs.			
5	Bid Submission	Bidders	17/02/2024	13:00	04/03/2024	17:00
6	Envelope Opening Date (Technical Bid)	Department	05/03/2024	13:00	05/03/2024	17:00
7	Envelope Opening Date (Price Bid)	Department	To be announce later			
8	Technical Presentation by the Bidders	Department	05/03/2024 at 15 Hrs. onwards			

Presentations from each of the Bidder will be scheduled on 05/02/24 in the 2nd half 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:

- To plan comprehensive program for the prevention, control or abatement of pollution and secure executions thereof,
- To collect and disseminate information relating to pollution and the prevention, control, or abatement thereof,
- 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,
- Supporting and encouraging the developments in the fields of pollution control, waste recycle reuse, eco-friendly practices etc.
- To educate and guide the entrepreneurs in improving environment by suggesting appropriate pollution control technologies and techniques
- 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 (sometimes 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.

MPCB therefore wishes to procure Tractor Pulled Beach Cleaning equipment and deploy the same on some of the beaches across Maharashtra.

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 [Clause 8.1 Format for Pre-Bid Queries](#)
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 or Project 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 are required to submit an Earnest Money deposit (EMD) online for an amount of **INR 18,00,000 (Rs. Eighteen Lakhs only)**. Please refer RFP 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
2. 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.
3. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to all Bidders (including the Successful Bidder(s)) without any accrued interest on it.

4. The Bid submitted without EMD or with EMD which does not conform to RFP clauses, mentioned in this document, will be summarily rejected.
5. 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.
6. 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 Consortium and Subcontracting

1. Consortium or joint ventures and Sub-contracting are not allowed.
2. Bidders representing consortiums/ joint ventures are not eligible for submitting their Bid in response to this RFP Document. Furthermore, brokers, dealers and intermediaries are not permitted to submit any Bids on behalf of other entities.
3. The bidder should be Sole Bidder.

3.13 Bid Submission Instructions

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

Table: Documents Required			
Sr. No.	Document Type	Documents to be uploaded	Online Submission
Tender Fee & EMD and Eligibility Details - Envelope –A			
1.	Tender Fee	Online Payment of INR 20,000/- (Excluding Taxes) The payment receipt has to attached	Yes
2.	EMD	Online Payment of INR 18,00,000 (Rs. Eighteen Lakhs Only) The payment receipt has to be attached	Yes

Table: Documents Required			
Sr. No.	Document Type	Documents to be uploaded	Online Submission
3.	Technical Proposal	<p>The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP</p> <p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP.</p> <p>Separate folders to be created for Pre- Qualification Proposal and Technical Proposal. Technical Qualification proposals of those Bidders who qualify Pre-Qualification criteria shall be opened shall be opened and evaluated.</p> <p>The RFP and all the corrigenda (if any) shall be signed, stamped by authorized representative of the Bidder and submitted as a part of Technical Proposal</p>	Yes
Financial Bid– Envelope –B			
4.	Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP. Commercial Bid and BoQ both excel and PDF format.	Yes

2. Key Points for bid submission

- 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/ content may lead to the rejections of the bid proposal submitted by the bidder.
- 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.
- The prices should be quoted in Indian Rupees only.
- 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.
- 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.
- 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.
- 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.
- Proposals sent by fax/ post/ courier shall be rejected.
- 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.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 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 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.

3.19 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.

3.20 Evaluation Process

1. TEC shall review the proposal of the Bidders to determine whether the requirements as mentioned in the RFP are met. Incomplete or partial Proposals are liable for disqualification.
2. Bid Evaluation shall be conducted using Quality Cum Cost Based Selection (QCBS) methodology.
3. In the first stage, tender fees, EMD and pre-qualification proposal along with document checklist shall be opened and evaluated as per the criteria mentioned in the RFP. Technical Qualification proposals of those Bidders who qualify Pre-Qualification criteria shall be opened and evaluated.
4. In the second stage, Financial Proposal of those Bidders, whose all pre-proposals (Prequalification and technical qualification) qualify, shall be opened
5. Bids not meeting the Minimum Eligibility Criteria will be summarily rejected.
6. Bids qualifying through the Minimum Eligibility Criteria will be further evaluated for their objective evaluation based on the Criteria mentioned in the RFP. A cut off for the technical score is defined. The Technical scoring and evaluation for respective bidders will be worked out as elaborated in the RFP
7. In the first 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.
8. 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.
9. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules and rules defined in this RFP.
10. Please note that TEC may seek inputs from their professional, external experts in the bid evaluation process.

3.21 Minimum Eligibility Criteria-Pre-Qualification Evaluation

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-Pre-Qualification Criteria	Document to be submitted
PQ 1	The bidder should be "A Company registered in India under the Companies Act 1956 or 2013 or a partnership firm under the Indian Partnership	<ul style="list-style-type: none"> Copy of Certificate of Incorporation / Partnership deed

S. N.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
	Act, 1932 or the Limited Liability Partnerships Act, 2008, (as amended from time to time) for last 5 years, engaged in business of Manufacturing / Selling and / or Operating and Maintaining Tractor-pulled beach cleaning machines for Central Govt/ State Govt/ PSU/ ULBs/Public Sector in India." as on bid due date.	<ul style="list-style-type: none"> • Copy of valid PAN Card • Copy of valid GST Certificate with GST Number • Copy of Power of Attorney signed by legally authorized signatories as per Annexure 1 (Section 6.10)
PQ 2	Average Annual Turnover: Minimum Average Annual Turnover (MAAT) for the last three (03) audited financial years (FY2020-FY 2021, 21-22, and FY 2022-23) of the bidder should not be less than INR 6.00 Crores	Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Chartered Accountant for the preceding Three years [FY2020-21, FY2021-22, FY2022-23] Note: Audited financial statement should match with certificate of chartered accountant Certificate from Statutory Auditor as per the format Annexure 1 (Section 6.3)
PQ 3	Net-worth Criteria: The bidder should have a positive net worth for each of the last three audited financial years. [FY2020-21, FY2021-22, FY2022-23] <u>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</u>	Duly filled Format for Financial years 2020-2021, 2021-2022 & 2022-2023 to be submitted on the letterhead of the Chartered Accountant Net worth Certificate duly certified by Chartered Accountant. Certificate from Statutory Auditor as per the format Annexure 1 (Section 6.3)
PQ 4	Project Experience: The Bidder should have successfully completed/ongoing "similar works" in India during the last 5 years ending last day of month previous to the one in which applications are invited should be either of the following: One similar work costing not less than the amount equal to INR 4.50 Cr. OR Two similar works cumulatively costing not less than the amount equal to INR 4.50 Cr.	For government clients: Purchase Order (PO)/ Work Order (WO)/ Letter of Award (LOA) / Contract Agreement And Work completion/Ongoing certificate on letterhead of clients indicating client name, the scope of work, Project start date and date of completion/date of go-live, cost of the project/ LoA price etc. Bidder to provide Project Citation as per Annexure 1 (Section 6.7)

S. N.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
	<p>OR</p> <p>Three similar works cumulatively costing not less than the amount equal to INR 4.50 Cr.</p> <p>Note: “Similar works” means successful manufacturing/ supplying, commissioning, and maintenance of Tractor Pulled Beach cleaning machines operated machines for Central Govt/ State Govt/ PSU/ ULBs/Public Sector in India.</p>	
PQ 5	<p>Certifications: OEM / authorized bidder of OEM should have valid ISO 9001: 2015 certification, and OEM / authorized bidder of OEM should have valid certificate from ICAT/ ARAI / CIRT or equivalent government agency (for tractor) and Type Approval/Homologation Certification (for machine)</p>	Copy of valid Certificate as of the date of bid submission.
PQ 6	The Bidder should be Manufacturer or Authorized Dealer of the Manufacturer	<p>For Manufacturer: Self Declaration Annexure 1 (Section 6.4.1)</p> <p>For Dealers: Manufacturer's Authorization Form (MAF)</p> <p>Annexure 1 (Section 6.4.2)</p>
PQ 7	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 in Annexure 1 (Section 6.5)
PQ 8	<p>Support Capability:</p> <p>The bidder shall have fully functioning office in Maharashtra or shall open office in Maharashtra within 15 days in case of award of contract.</p>	<p>Copy of existing office address proof like lease agreement/electricity bill in the name of the bidder</p> <p>In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the RFP in Annexure 1 (Section 6.9)</p>
PQ 9	<p>Blacklisting criteria:</p> <p>The bidder should not have been debarred by any Government (State / Central) / Semi Government / Corporation / PSU/tendering department in India in last 3 years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business</p>	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in this RFP in Annexure 1 (Section 6.8)

S. N.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
	practices as specified in Rule 151 of GFR , as on date of bid submission.	

Note: All documents provided by the bidder should be self-certified and valid.

3.22 Technical Bid Evaluation – Scoring

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

Sr	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
1	Organisation's Capability		10	
A	Financial Capability	10		
i	Average Annual Turnover \geq INR 15 Cr.	10		Copy of Annual Audited Financial Statements, Balance sheet & Profit and loss statement, certified by Chartered Accountant for the preceding three years [FY2020-21, FY2021-22, FY2022-23]
ii	Average Annual Turnover \geq INR 10 Cr. but $<$ INR 15 Cr	05		
iii	Average Annual Turnover \geq INR 06 Cr. but $<$ INR 10 Cr	03		
				Certificate from the Statutory Auditor / Chartered Accountant clearly stating the Turnover <u>Certificate from Statutory Auditor as per the format Annexure 1 (Section 6.3)</u>
B	Experience		30	
B-1	Fulfilled Orders for Supply/manufacturing, commissioning/maintenance of Tractor-pulled beach cleaning machines in the past five (05) Years in Central Govt/ State Govt/ PSU/ ULBs/Public Sector in India		10	Self-declared List in format given Self-certified Copies Purchase Order (PO)/ Work Order (WO)/ Letter of Award (LOA)/ Contract Agreement
i	No. of fulfilled orders \geq 05	10		
ii	No. of fulfilled orders \geq 01 but $<$ 05	05		
B-2	Project Experience: The Bidder should have successfully completed/ongoing "similar works" in India during the last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: Note: "Similar works" means successful manufacturing/ supplying, commissioning, and		10	Customer Certification / Collateral from customer for satisfactory performance for three (03) years <u>Bidder to provide Project Citation as per Annexure 1 (Section 6.7)</u>

Sr	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
	maintenance of Tractor Pulled Beach cleaning machines operated machines for Central Govt/ State Govt/ PSU/ ULBs/Public Sector in India.			
i.	One similar work costing not less than the amount equal to INR 4.50 Cr.	10		
ii.	Two similar works cumulatively costing not less than the amount equal to INR 4.50 Cr.	05		
iii.	Three similar works cumulatively costing not less than the amount equal to INR 4.50 Cr.	03		
B-4	Experience in maintenance of Tractor-pulled beach cleaning machines (at least one or more than a year)			Self-certified Copies Purchase Order (PO)/ Work Order (WO)/ Letter of Award (LOA) /Contract Agreement and Completion/ Ongoing Certificate
i	Experience in no. of years ≥ 05	10	10	Bidder to provide Project Citation as per Annexure 1 (Section 6.7)
ii	Experience in no. of years ≥ 01 but < 05	05		
2	Specific Technical Specifications of Proposed Product		30	
i	Cleaning Techniques: Raking, Screening and both combined		05	
ii	Cleaning Depth			
a	Depth ≥ 300 mm	10	10	
b	Depth ≥ 250 mm but < 300 mm	05		
iii	Attachment for removal for oil spill pollution		05	
iv	Payload Capacity ≥ 1000 kgs		05	
v	Tractor Engine Power ≥ 75 HP		05	
3	Certifications			
i	a) ISO 9001: 2015	05	10	
ii	b) ICAT / ARAI certifications for tractors and Type Approval/ Homologation Certification for machine	05		
4	Presentation on OEM machine and attachments working and comprehensive AMC for 5 years a) Product proposed, its components and technologies used, b) Scale of implementation, c) Learning on Issues, Challenges d) MPCB Branding on equipment (i.e., Designs, at least two) e) Mitigation proposed.		20	Bidder should submit the self-certified hard copy of presentation and soft copy to the department. (Presentation Document not exceeding 25 pages)
	TOTAL MARKS		100	

3.23 Commercial Bid Evaluation

- 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 3.24 below.
- The Bidders complying with the Eligibility Criteria mentioned in Section 3.21 & Section 3.22 and who have paid the Tender Fees and EMD Fees as specified in the RFP, shall be

considered as “substantially responsive” bids.

3. The Commercial Bids will be opened on the prescribed date in the presence of bidder representatives or as decided by MPCB.
4. The commercial proposals should be given by the bidder in the prescribed format only and in accordance with the details, terms, and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects).
5. 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.
6. 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.
7. 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.
8. 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 or may call for fresh RFP.
9. The detailed roles and responsibilities of Selected bidder is mentioned in Scope of work.
10. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
11. MPCB does not guarantee that all line items from Commercial Format shall be utilized by MPCB. The actual number of line items used may differ. 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 and/or services of procurement by up to $\pm 25\%$ during the tenure of the contract and the successful bidder will have to undertake the deliverables at the rates mentioned in the bid.**
12. 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.
13. 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.
14. 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.
15. The rates specified by the Bidder in this RFP for all line items shall be valid for entire duration of contract.
16. The Commercial Proposal shall not contain any technical information.

3.24 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 100 marks maximum.

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 $S(t) < 70$, 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 70, 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 70 or more marks will be opened.

The evaluation will carry 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 are 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.

In case the bidder with the highest composite score refuses to accept the price bid/negotiated price bid, then MPCB may negotiate with the next qualified bidder or may call for fresh RFP.

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.

3.25 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 this RFP.
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 or may call for fresh RFP.

3.26 Bid Validity

1. The offer/proposals submitted by the Bidders shall be valid for minimum period of 180 days from the date of opening of the commercial bid.
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.

3.27 Price and Information

1. The bidder shall quote for this project as per the requirements of the RFP and in the format mentioned in this RFP.
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 RFP, 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.

3.28 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 5 (Scope of Work).

- Within 15 days of MPCB issuing the Lol / LoA / Work Order, the Successful Bidder, at its cost, charges and expenses will submit a PBG for an amount equivalent to **as mentioned in this RFP document**. The PBG shall be in the form of a guarantee/s of a Nationalised/scheduled Bank acceptable to MPCB and shall be valid for **the tenure mentioned in RFP**.
- The Price Bid mentions two main components of the Total Bid Value Viz. Equipment cost including attachments and the Comprehensive Annual Maintenance Contract (CAMC) cost. Upon completion of the deliveries of all the equipment at respective sites, MPCB will release an amount equivalent to 70% of the Machine and equipment cost, including associated GST.
- Next, upon issuance of CoOP certificate to the Successful Bidder, MPCB will release further amount equivalent to 15% of the equipment cost, including GST.
- 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.
- The cost towards the Comprehensive AMC of 5 years will be paid in Twenty (20) equal instalments at the end of each quarter of maintenance (i.e., at the end of every three months of maintenance).
- All the payments at each stage will be made after deducting penalties with applicable GST for the stage, if applicable. The penalties applicable at various stages are mentioned in this RFP.
- 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.
- Certificate must be provided by the successful bidder from the respective **ULBs** after each preventive maintenance period of respective site and the same should be attached with as part of invoice to MPCB for quarterly payment disbursement.

3.29 Penalties / SLAs

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. GST as applicable shall be levied on the penalty amount. The various penalties are listed below:

Sr. No.	Penalty Type	Penalty Description	Penalty Amount
1	Delivery	Delay in delivery of the equipment. (4 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)	INR 5,000/- per day of delay per machines
3	Breakdown Response (Response time to breakdown repair after Incident notification)	Repair of machine and it's Equipments to fully working condition within 48 hours from date and time of notification. Any delay in repair beyond 48 hours will attract per day penalty	INR 1,000 /- per day of delay in repair of machine and it's Equipments

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.

3.30 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 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.

3.36 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.

3.37 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.

3.38 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.

3.39 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.

3.40 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).

3.41 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.

3.42 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).

3.43 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.

3.44 Term of Contract Agreement

1. The term of this Contract shall be a period of the period of 5 years from the date of issue of CoOP.
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.

3.45 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.

3.46 Non-Disclosure Agreement (NDA)

The Successful Bidder(s) must sign the Non- Disclosure Agreement with MPCB. Format [Annexure-5](#) in this RFP.

3.47 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 PBG-1 against Supply and PBG-2 against AMC from a Nationalised/scheduled Bank, of value and validity as defined this tender document (clause 2.7.11).
 - 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 successful bidder.
 - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the successful bidder or any of his/her/their agent/ employees or staff.
 - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d. Any other outstanding amount.
4. Once the amount under this clause is debited, the successful bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 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.

3.48 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. **MPCB can vary the quantity and/or services of procurement by up to± 25% during the** tenure of the contract and the successful bidder will have to undertake the deliverables at the rates mentioned in the bid.
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 successful bidder.

3.49 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.

4. GENERAL CONDITIONS OF CONTRACT

4.1 Interpretation

- i. Language: All Contract Documents, all correspondence, and communications to be given shall be in English and the Contract shall be construed and interpreted in accordance with that language.
- ii. If any of the Contract Documents, correspondence, or communications are prepared in any language other than English, the translation of such documents, correspondence, or communications shall prevail in matters of interpretation. The originating party, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.
- iii. Headings: The headings and marginal notes in the CC are included for easy reference and shall neither constitute a part of the Contract nor affect its interpretation.
- iv. Persons: Words importing persons or parties shall include firms, corporations, and government entities.
- v. Entire Agreement: The Contract constitutes the entire agreement between the MPCB and Bidder with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.
- vi. Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.
- vii. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4.2 Relationship and limited authority

The Bidder shall not have, nor shall he represent himself as having, any authority to commit the Employer to any contract, agreement, or other legal commitments in the name of or binding on the Employer or to pledge or extend credit in the name of the Employer. The Bidder shall perform the scope and services hereunder as an independent Bidder and not as an employee, agent, partner, or joint venture partner of the Employer.

4.3 Obligations of bidder

4.3.1 General

Standard of Performance

The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisor to the MPCB.

4.3.2 Confidentiality

The Bidder and their Personnel shall not, during the term and within two years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the services, this contract or the MPCB's business or operations without the prior written consent of the MPCB.

4.3.3 Disclosure

The Bidder shall agree that the MPCB has the right to fully disclose this contract and the identity of the Bidder, if such disclosure is required by legal authority or necessary to satisfy bidder(s) information requests in support of GoM approval process etc.

4.3.4 Indemnity

The Bidder assumes responsibility for and shall indemnify and save harmless the EMPLOYER, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Bidder's obligations under the Contract, or for which the Bidder has assumed responsibility under the Contract, including those imposed under any contract, local or national and international law or laws, or in respect of all salaries, wages or other compensation of all persons employed by the Bidder in connection with performance of any work covered by the Contract. The Bidder shall execute and deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to protect the EMPLOYER.

The EMPLOYER shall not be in any way held responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Bidder under this contract.

4.3.5 Liability of the Bidder

Subject to additional provision, if any, the Bidder's liability under this contract shall be as provided by the Applicable Law

4.3.6 Bidder's actions requiring owner's prior approval

The Bidder shall obtain the Owner's prior approval in writing before taking any of the following actions:

- i. Appointing or removing any member of the Personnel as are listed in their bid ("Bidder's Key Personnel") who has been assigned for the project exceptions being resignation, termination, or death of the personnel or if the personnel become incapacitated to work. Bidder may assign different personnel as listed in the bid of the same qualification and experience. Further, undertaking from the bidder or the bidder's employee is required regarding the employee who has been removed or left the company shall not during the term and within two years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the services, this contract or the Owner's business or operations without the prior written consent of the Owner.
- ii. Taking up a similar kind of project elsewhere during discharge of duties /obligations under this contract.

4.3.7 Assignment And Subletting

The Bidder shall not transfer or sublet or assign the contract or any part thereof or any benefit or interest therein or there under without prior approval of MPCB. In the event of the Bidder contravening this condition, the Employer shall be entitled to place the contract elsewhere on the Bidder's account and at his risk and then the Bidder shall be liable for any loss or damage which the Employer may sustain in consequence or arising out of such replacing of contract.

4.3.8 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.

4.3.9 Reporting Obligations

The Bidder shall submit, to the Owner, the final project report along with the documents in the format as needed by the owner.

4.4 Termination Of the Contract

Termination for Purchaser's Convenience: The Purchaser may at any time terminate the Contract for any reason by giving the Bidder a thirty days (30) notice of termination that refers to this Clause.

Upon receipt of the notice of termination under above Clause, the Bidder shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the "Selection of Agency for Supply, Commissioning, and Maintenance of Tractor Pulled Beach Cleaning Equipment for selected Beaches in Maharashtra" already executed, or any work required to leave the site in a clean and safe condition. In addition, the Bidder, subject to the payment specified in below Clause, shall deliver to

- i) The Purchaser the parts of the "Selection of Agency for Supply, Commissioning, and Maintenance of Tractor Pulled Beach Cleaning Equipment for selected Beaches in Maharashtra" executed by the Bidder up to the date of termination.
- ii) The extent legally possible, assign to the Purchaser all right, title, and benefit of the Bidder to the "Selection of Agency for Supply, Commissioning, and Maintenance of Tractor Pulled Beach Cleaning Equipment for selected Beaches in Maharashtra", as at the date of termination, and, as may be required by the Purchaser.

In the event of termination of the Contract under above Clause, the Purchaser shall pay to the Bidder the following amounts:

- a) The Contract Price properly attributable to the parts of the "Selection of Agency for Supply, Commissioning, and Maintenance of Tractor Pulled Beach Cleaning Equipment for selected Beaches in Maharashtra" executed by the Bidder as of the date of termination.
- b) The cost of satisfying all other obligations, commitments, and claims that the Bidder may in good faith have undertaken with third parties in connection with the Contract and that are not covered by above Paragraphs.

Termination for Bidder's Default

A. The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination of 30 days and its reasons therefore to the Bidder, referring to this Clause.

- a) If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder members are

corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt;

- b) If the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Tender Clause (Assignment and subletting).
- c) If the Bidder, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.
- d) If the contractor fails to achieve mutually agreed deadline (as set in mutually agreed Project Execution Plan/PERT Chart/Milestone Chart/ Tender), Employer shall issue contract termination notice giving suitable time to contractors. In case, contractor does not improve its performance as per contract termination notice, employer will terminate the contract and encash performance securities.
- e) If the Tenderer, before contract award, has committed a transgression through a violation of any of the terms or in any other form such as to put his reliability or credibility as Tenderer into question, the principal is entitled to disqualify the tenderer from the tender process or to terminate the contract, if already signed for such reason.
- f) If the tenderer, after the Contract award has committed a transgression through a violation of any of the terms (Mandatory Clauses) or in any other form such as to put his reliability or credibility as Tenderer into question, the principal is entitled also to exclude the Tenderer / Contractor from future contract process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Contractor and the amount of damage. The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.

B. If the Bidder:

- a) has abandoned or repudiated the Contract.
- b) has without valid reason failed to commence work promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days.
- c) persistently fails to execute the Contract in accordance with the contract or persistently neglects to carry out its obligations under the Contract without just cause.
- d) refuses or is unable to provide sufficient Materials, Services, or labour to execute and complete the agreement in the manner specified in the Agreed project scope furnished at rates of progress that give reasonable assurance to the Purchaser that the Bidder can attain CoOP Acceptance of the machines by the Time for Achieving Acceptance as extended.

then, the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Bidder stating the nature of the default and requiring the Bidder to remedy the same. If the Bidder fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Bidder that refers to this Clause.

Upon receipt of the notice of termination, the Bidder shall, either immediately or upon such date as is specified in the notice of termination:

- a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the scope already executed or any work required to leave the site in a clean and safe condition.
- b) deliver to the Purchaser the parts of the facilities executed by the Bidder up to the date of termination. MPCB will not give any payment to the bidder for the equipment supplied and all the equipment supplied will be the property of MPCB in the event of termination due to bidder's default.
- c) To the extent legally possible, assign to the Purchaser all right, title and benefit of the Bidder to the machine & equipment's as of the date of termination.
- d) Deliver to the Purchaser all specifications, SOPs, manuals and other documents prepared by the Bidder as at the date of termination in connection with the machine.

4.5 Force Majeure

If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Event duly certified by Indian Chamber of Commerce in case of Indian Parties or International Chamber of Commerce, Paris, France in case of foreign parties) is given by either party to the other within fifteen(15) days from the date of occurrence thereof, the EMPLOYER shall have the right by reason of such Event to terminate the Contract without however affecting the right to any claim for damages on the Bidder in respect of such non-performance or delay in performance. However, in the event of the EMPLOYER having agreed, the services under the Contract shall be resumed after such Event has come to end/ceases to exist.

Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least 6 months and the EMPLOYER not having terminated the Contract by that time, the two parties shall consult each other regarding the further implementation of the Contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of 3 months from the expiry of 6 months referred to above, the Contract shall be deemed to have expired at the end of the 3 months referred to above. The above-mentioned expiry of the Contract will imply that both the parties have obligations to reach an agreement regarding the winding up and financial settlement of the Contract.

4.6 Fairness And Good Faith

i. Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

ii. Operation of Contract

The parties recognize that it is impractical in this contract to provide for every contingency, which may arise during the life of this contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them.

Section II: Scope of Work

5. Scope of Work

The Maharashtra Pollution Control Board (MPCB) recognizes the critical need for beach cleaning activities in coastal area of Maharashtra areas to address environmental challenges. With the commitment to preserving the coastal ecosystems, the Board aims to undertake measures for comprehensive beach cleaning. These activities would involve the removal of plastic debris, waste, and other pollutants to safeguard marine life and maintain the aesthetic appeal of the beaches. This will help to rejuvenate beaches for sustainable tourism and ecological conservation. To undertake this activity, the Corporation needs machinery and equipment's required for beach cleaning which includes beach cleaning machine and ancillary Set-up.

The beach cleaning machines proposed should support following attachments:

Note:

1. The bidder is responsible for ensuring MPCB's specifications compliance and requirements related to machine & attachments.
2. The minimum technical specifications of the Tractor pulled beach cleaning machine and its attachment are mentioned in the RFP

5.1 Brief Scope of Work

The broad deliverables for the Successful Bidder under this project are mentioned as below:

1. Supply of all Equipment with MPCB branding (as per designs provided by MPCB) at designated locations, including attachments as per the order.
2. Equipment to be delivered to the designated addresses within the given timeframes.
3. Assembly of the equipment at site
4. Conduct trials and fine tune the equipment for optimum performance.
5. Commission the equipment and give successful working demonstration to MPCB/ULB's to obtain Certificate of Operation (CoOP)
6. Provide onsite comprehensive AMC support of Five (05) years.

5.2 Detailed Scope of Work

Following is 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 new and perfect condition and no damage or repair in transit shall be accepted. Necessary packing, if any, shall be provided by the supplier/tenderer at 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 or desired performance, 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 (Five 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 Tractor Pulled beach cleaning machine 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 Bidders 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 Five (05) year comprehensive AMC period for the Successful Bidder.

3. Comprehensive Annual Maintenance Contract (CAMC)

The Tractor Pulled Beach Cleaning Machine shall be used to clean the beaches with minimal / no harm to sensitive marine life. The Successful Bidder will provide Comprehensive Annual Maintenance Contract (CAMC) services.

The Comprehensive Annual Maintenance Contract component of this contract is of very critical nature which has to be carried out periodically. The Successful Bidder is therefore sensitized to the need for proper planning, deployment and Maintenance throughout the period of contract (5 years).

Comprehensive AMC will cover following points:

1. Regular Schedule maintenance of the machine is covered along with consumables and service cost
2. Consumables covered – Engine oil, Hydraulic oil, Chain Case oil, all filters required for the equipment at scheduled service.
3. Scheduled quarterly training to operators appointed by MPCB/ respective ULBs.

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 brand-new tractor from same OEM,
- b) Reduce down-time due to repairs,
- c) Reduce drastically expenditure on Break-down and repair maintenance.

Period: The successful Bidder will supply Tractor Pulled Beach Cleaning machines & provide CAMC services for a period of Five (05) 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 daytime. Therefore the timing for maintenance has to be decided properly between MPCB / Nodal Officer and the Successful Bidder.

Emergency Situations: During emergency situation, the Successful Bidder will be required to render services as mentioned in RFP till such time until the situation is normalized. No extra payment will be made to the Successful Bidder on account of such emergency services.

Operator's Training: The successful Bidder will provide training to the operators appointed by respective local authorities/ MPCB/ Nodal Officer to operate the equipment on respective beaches.

Comprehensive Maintenance Schedule: The Successful Bidder will prepare comprehensive AMC schedule for equipment detailing the Preventive Maintenance Schedule on discussion with the MPCB/ULBs, a) Weekly c) Monthly d) Half-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 respective site defined in RFP.

Preventive maintenance: The Successful Bidder will carry out preventive maintenance on a quarterly/half yearly/yearly, basis discussion with the MPCB/ULBs. 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:

- a) 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 under CAMC.
- b) All the spare parts supplied shall be original and from the same OEM.
- c) The work includes replacement of normal routine items 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.
- d) 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.
- e) Adequate essential parts / spares will be maintained in stock to render satisfactory services without any interruption, throughout the project period
- f) In case any spare part is end of sale / end of support, bidder at its own cost shall replace the part with equivalent or better specs and compatible with the delivered machine
- g) Successful bidder should provide replacement/ warranty and guarantee on all parts/ spares.

Maintenance and Attendance Logs: The successful Bidder will keep log of Maintenance logs. 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 is 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 CAMC every month to the Nodal Officer. Other review and reporting parameters and frequency will be mutually decided between MPCB and the Successful Bidder and will be adhered to by the Successful Bidder.

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

Warranty and On-site: 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.

Breakdown Maintenance: In case of major breakdown, the equipment will be taken by the Successful Bidder to its Authorized 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 undertaken by the Successful Bidder.

Successful Bidder will promptly attend to any breakdown calls and resolve them expeditiously as per SLA mentioned in RFP. If the Successful Bidder fails to meet the uptime requirement of MPCB/ULBs, MPCB will levy penalties as per provisions in this RFP as intimated by ULBs. 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. Certificate from ULBs by bidder after each preventive maintenance of respective site. 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.

5.3 Delivery Locations

The Fourteen (14) numbers of Tractor Pulled Beach Cleaning Machines have to be delivered to the following offices

Sr. No.	District Collectorate	Address	Qty
1.	Raigad	District Collector's Office, At/PO – Alibag, District – Raigad, Pin – 402201	4
2.	Ratnagiri	District Collector's Office, NH-204, Hatkhamba, To, Teli Aali, Rajiwada, Ratnagiri, Maharashtra 415612	2
3.	Sindhudurg	District Collector's office, Police Line, Oros, Maharashtra 416812	3
4.	Palghar	District Collector's Office, Chintupada Rd, Udhyog Nagar, Palghar, Maharashtra 401404	5
		Total	14

5.4 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. After acceptance of the Tractor Pulled Beach Clean Machine/Equipment by ULB's Nodal Officer MPCB will issue CoOP. the date of acceptance and successfully demonstration of the Machine will be considered as a start date of CAMC.
3. Provide required documentation to the Successful Bidder for the equipment to be registered with local RTO authorities.

5.5 Urban Local Bodies Responsibilities

1. Appointing Nodal Officer/s will accept the Machine/Equipment delivered by the successful bidder, also coordinate all the activities with the Successful Bidder and / or external agencies, as the case may be.
2. Provide for all the fuel and consumables cost (Excluding schedule maintenance consumables).
3. Recruit operators for operating the equipment during contract period
4. Give instructions, guidelines, and boundaries for the operators to conduct beach cleaning activity.
5. Provide secure parking space and security for the equipment.
6. Deciding schedule and hours of operations based on the tide timings.
7. Conducting regular reviews with the Successful Bidder.
8. Allocating space and time for equipment maintenance

5.6 Initial Delivery and Final Handover

1. Initial Machinery Delivery (Tractor Pulled Beach Cleaning machines): Successful Bidder will deliver each of the equipment to the designated office / nodal officer after LOA.

1. The equipment delivered shall be brand new and RTO passing of tractors should not be older than 30 days.
2. No Service issues should be pending at the time of delivery.
3. A working demonstration will be given to the designated office / Nodal Officer.
4. All technical manuals, service books should also be delivered.

2. Final Handover-At the end of Five (05) years of Contract period: At the end of comprehensive AMC period as per Contract period, the Successful Bidder will transfer the maintenance responsibilities to MPCB / respective ULBs/ any new vendor duly appointed. The following points needs to be noted in this regard:

1. 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.
2. A working demonstration will be given to MPCB /ULBs/ Designated agency.
3. All the logs towards the maintenance of the equipment of warranty period should be handed over to the Nodal Officer. All technical manuals, service books should also be handed over.
4. A sign-off should be taken from the accepting Nodal Officer /ULBs/ designated agency, indicating the transfer of all maintenance activities to MPCB / Designated agency from the specified date with "No Issues Pending" Certificate.

5.7 Training

- a. The Successful Bidder shall provide training to the MPCB, or respective ULB appointed personnel. The training must cover all the equipment and attachments handling, operating with respect to operations and ensure high-class hands-on training so that operators shall be able to perform the work on the said machine's scope of work in the project.
- b. Training schedule should be finalised in consultation with MPCB/ULBs.
- c. The training course shall cover the following:
 - i. User manuals for Machine and attachments
 - ii. Dos and Don'ts while handling the machine
 - iii. Operating demonstration of the machine and attachments

5.8 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.

Sr. No.	Deliverables	Project Timelines
1	Supply of Equipments at respective sites as intimated by MPCB	Within FOUR (4) months from the date of issue of Letter of Intent / Award
2	RTO registration, successful	

Sr. No.	Deliverables	Project Timelines
	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 respective sites as intimated by MPCB
4	Comprehensive AMC, On-site support	Starting from the date of issue of CoOP for a period of Five (05) years

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

Incase there is a delay in timeline for supply of machines, the successful bidder shall intimate MPCB at least 1 week prior to the deadline for supply, through written correspondence clearly stating the reason attributed to the delay and the necessity for an extension of the delivery timeline. The reasons, if found valid shall be taken under consideration for an extension by a further period of two months. The decision regarding the same shall be taken by Honorable Member Secretary, MPCB and shall be binding upon the successful bidder.

Annexures

Document No.	Description
Annexure 1	Documents for Eligibility Criteria
Annexure 2	Documents for Financial Proposal
Annexure 3	Other Documents/Formats
Annexure 4	Draft Conditions of Contract

6. 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 valid PAN Card		
Document 5	Copy of valid GST Certificate with GST Number		
Document 6	Power of Attorney in the name of Signatory		
Document 7	Format for CA Letter for Turnover and Net-worth		
Document 8	Manufacturer's Authorization Letter (for Authorized Dealers – format Attached) / Self Declaration (For Manufacturers)		
Document 9	Confirmation of Minimum Technical Specifications (on OEM's Letterhead, Format given)		
Document 10	Format to Project Citation		
Document 11	Format for Non-Blacklisting		
Document 12	Self-Declaration about office in Maharashtra		
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 a) Product proposed, its components and technologies used, b) Scale of implementation, c) Learning on Issues, d) Challenges e) Mitigation proposed (Not more than 25 pages)		

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

6.1 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 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 _____ 2024

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

6.2 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)

Sr.	Particulars	Information
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Telephone Nos.	
4.	Fax	
5.	E-mail	
6.	Website (If available)	
7.	Year of Establishment	
8.	Date of registration	
9.	ROC Reference No, if applicable (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:

6.3 Format for Turnover details and Net-worth

(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 and Networth details for Request for Proposal _ _ _ _ _

RFP Reference No: MPCB/

Dear Sir,

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

Sr.	Financial Year	Turnover (In INR) (In Cr)	Net worth (In INR) (In Cr)
1	FY 2020-21		
2	FY 2021-22		
3	FY 2022-23		
	Total	(Average Annual turnover) = (FY 2020-21 + FY 2021-22 + FY 2022-23)/3	

The Average Annual Turnover of (Name of the Firm) is INR <Insert Value> (Rupees <Insert Value in Words> during the three Financial Years.

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

Thanking you,

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

(Signature and Name of the Chartered Accountant with Seal)

6.4 Manufacturer's Authorization Form (MAF)

6.4.1 MAF for Authorized Supplier of OEM

<To be printed on the letterhead of the OEM and duly signed and sealed from the Authorized Signatory of the OEM>

Date:

Place:

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

Subject: Request for Proposal for Selection of Agency for Supply, Commissioning, and Maintenance of Tractor Pulled Beach Cleaning Equipment for selected Beaches in Maharashtra - Manufacturer Authorization Form (MAF) from OEM

RFP Ref <RFP reference No.>

Dear Sir,

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

Sr .	Name of OEM / Dealer	Name of other components	Name of Make (OEM)	Model	Version	Planned End of Sale	Planned End of Support and spare parts availability	Remark
1.								
2.								
3.								

- We hereby agree to the following with regards to the solution, products and services offered by us through the above firm against this Bid Invitation.
 - We extend full on-site guarantee and warranty
 - OEM Warranty for the offered product(s), is for minimum __ Years from the date of this letter.
 - We have read and understood the said RFP and the functional and technical requirements and the offered product(s), as mentioned above, is complying with the respective requirements.
 - Confirm that the offered product(s) is not likely to be declared as
 - End-of-sale will not be within next 12 months for machines and attachments from the date of this letter
 - End of sale for attachment not within next 60 months
 - End-of-Support within next five years from the date of this letter
 - Confirm that the support including spare parts for the quoted products shall be available for the period of the Project.
 - We will provide any or all of the materials, notifications, and information

- Such Products as MPCB may opt to purchase from OEM, provided, that this option shall not relieve OEM of any warranty obligations under the Contract; and
- in the event of termination of production of such Products:
 - advance notification to MPCB of the pending termination, in sufficient time to permit MPCB to procure needed requirements; and
 - Following such termination, furnishing at no cost to MPCB, operations manuals, standards, and specifications of the Products, if requested.
- We duly authorize the bidder <Bidder name> to act on our behalf in fulfilling all Technical support and maintenance obligations required by the contract.
- We, as OEM of _____< product>_____, agree to provide onsite delivery and support to <Bidder name> and shall physically visit as and when required & certify installation of attachments and maintenance of parts as per standards and best practices at all locations and submit our satisfactory report, which is one of the mandatory requirements for Bidder to proceed with further activities.

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

OR

We also conform we shall establish registered service / support Centre in Maharashtra within 15 days of award of contract to the Bidder ____<Name of the Lead Bidder>__.

Yours faithfully,

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

Signature :

Name :

Designation :

Address :

Date :

Company Seal

Thanking you,

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

6.4.2 MAF for Original Equipment Manufacturer

<To be printed on the letterhead of the OEM and duly signed and sealed from the Authorized Signatory of the OEM>

The OEM shall also give 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

Subject: Request for Proposal for Selection of Agency for Supply, Commissioning, and Maintenance of Tractor Pulled Beach Cleaning Equipment for selected Beaches in Maharashtra - Manufacturer Authorization Form (MAF) from OEM

RFP Ref <RFP reference No.>

Dear Sir,

We, who are established and reputed developers / producers of _____ having development facilities at (address of factory / facility). We hereby appoint and authorize Mr./Ms. _____ (Name and address of individual) holding the position of _____ to submit Bid on our behalf and sign the contract with you against the above Bid Invitation. Further, the following details may be noted pertaining to our product.

Sr.	Name of OEM	Name of components	Name of Make (OEM)	Model	Version	Planned End of Sale	Planned End of Support and spare parts availability	Remark
1.								
2.								
3.								

- We hereby agree to the following with regards to the solution, products and services offered by us against this Bid Invitation.
 - We extend full on-site guarantee and warranty
 - OEM Warranty for the offered product(s), is for minimum __ Years from the date of this letter.
 - We have read and understood the said RFP and the functional and technical requirements and the offered product(s), as mentioned above, is complying with the respective requirements.
 - Confirm that the offered product(s) is not likely to be declared as
 - End-of-sale will not be within next 12 months for machines and attachments from the date of this letter
 - End of sale for attachment not within next 60 months
 - End-of-Support within next five years from the date of this letter

- Confirm that the support including spare parts for the quoted products shall be available for the period of the Project.
- We will provide any or all of the materials, notifications, and information
 - Such Products as MPCB may opt to purchase from OEM, provided, that this option shall not relieve OEM of any warranty obligations under the Contract; and in the event of termination of production of such Products:
 - advance notification to MPCB of the pending termination, in sufficient time to permit MPCB to procure needed requirements; and
 - Following such termination, furnishing at no cost to MPCB, operations manuals, standards, and specifications of the Products, if requested.
- We duly acknowledge to fulfill all technical support and maintenance obligations required by the contract.
- We, as OEM of ____< product>____, agree to provide onsite delivery and support to MPCB and shall physically visit as and when required & certify installation of attachments and maintenance of parts as per standards and best practices at all locations and submit our satisfactory report, which is one of the mandatory requirements for Bidder to proceed with further activities.

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

OR

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

Yours faithfully,

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

Signature :

Name :

Designation :

Address :

Date :

Company Seal

6.5 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, 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 of your RFP <RFP reference No.> **Selection of Agency for Supply, Commissioning, and Maintenance of Tractor Pulled 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 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:

6.6 Minimum Technical Specifications

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

TECHNICAL SPECIFICATIONS FOR TRACTOR TOWED BEACH CLEANING MACHINE	
Description	Require Specifications
HOPPER VOLUME:	Minimum 2 cubic meter
PAYLOAD:	At least 1000 kg
CLEANING TECHNIQUES:	Raking, screening & combined of both
CLEANING DEPTH:	Hydraulically adjustable cleaning depth of minimum 300 mm
PICK-UP ROTARY WHEEL:	Yes
VARIABLE PICK-UP WHEEL SPEED:	Adjustable speed of the pick-up wheel according to the waste generation & sand conditions i.e. Wet & dry sand.
VARIABLE SCREENING SPEED:	Adjustable speed of the screening belt
CLEANING WIDTH:	Not less than 2000 mm
DUMP HEIGHT:	Not less than 2.5 meter
CLEANING PERFORMANCE:	Minimum 20,000 Sq.Mtr./hour in both wet and dry sand
ATTACHMENT FOR REMOVAL OF OIL SPILL POLLUTION:	Rubber flaps instead of tines
ANTI-RUST FINISHER:	Anti-rust finisher for structuring and aerating the beach surface
BOTH DIRECTION SCREENING:	Anti-rotate the screening belt in both the directions
AUTOMATIC TENSIONER FOR SCREENING BELT:	Length Compensation System for the Screening belt
ECCENTRIC SHAFTS:	Various Shapes of Rollers to Creating Vibration
HOPPER UNLOADING:	Hydraulically Operated 4 Nos. Of hydraulic cylinders shall be involved in the sequential unloading operation i.e. 2 Nos. For lifting of hopper & 2 Nos. For tipping of hopper
MULTI-SIZE SCREENING OPTIONS:	Mesh shall be available as option in 3 different sizes ranges from 20 mm to 30 mm
OIL COOLER WITH FAN:	Oil temperature shall be thermostatically controlled by an oil-cooler with fan

RUBBER COATED ROLLER DRIVE SHAFTS:	2 Nos. Of Rubber Coated Rollers at Front and Rear. Rear Side Roller Drives the Shafts
ANTI-CORROSION PROTECTION:	All chassis and body parts shall be galvanized
PAINT:	The machine shall have an ocean water resistant and anti-corrosion paint
HYDRAULIC FUNCTIONS:	1. Depth adjustment of the screening unit
	2. Pick-up unit
	3. Tipping of the hopper
TIRES:	Wide floatation Low pressure sand tires suitable for the wet & dry sand condition.
TIRES SIZE:	520/50-17
WARNING SYSTEM:	1. Audio warning system in case of malfunctions
	2. Pressure relief valves for damage protection
	3. Mechanical protection of the collector box during maintenance
DEBRIS TO BE REMOVED:	Ranges from 20 mm to 150 mm in diameter
WORKING AREA:	It shall work equally well in wet sand and in dry sand.
STABILITY:	It shall have a stable wide wheelbase
WARRANTY:	Minimum 12 months from the date the customer puts it into operation

Technical Specification of Tractor:

Particulars	Technical Specifications
Engine	Minimum 4 Stroke, Naturally Aspirated, Water Cooled Diesel Engine
Emission Norms	Bharat Stage IV or Higher
Drive	4 Wheel Drive
Capacity	Minimum 4700 CC
No. of Cylinders	At least 4 Nos.
HP Category	At least 75 HP
Rated RPM	Minimum 2200 RPM
Torque	Minimum 290 Nm
Transmission	12F+12R
PTO RPM	At least 540, RPTO
Steering Type	Power Steering
Hyd. Lift Capacity, KG	At least 2200 KG
Front Tyre	11.2-24
Rear Tyre	16.9-30

6.7 Format for Project Citation (Bidder and OEM)

Project Title: (Attach separate sheet for each Order)	
Order date	
Make / OEM name:	
Model	
Name of Client	
Address	
Order Value in INR Converted to INR in case of imported as per exchange rates as on 31 Dec 2023.	
Type of Client (Government (State or Central) or Semi Government or Corporation or PSU or ULB	
Brief Description of Work:	
Work Start Date	
Work Completion Date	
Referrals (Client side): Provide one referral only.	
Name	
Designation	
Role in the Project:	
Contact Number	
Email id	

Note:

1. The Bidder is required to use above formats for all the projects referenced by the bidder.
2. "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:

6.8 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 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 blacklisted/ banned/ debarred by any Central Govt/ State Govt/ PSU/ ULBs/Public Sector in India for any reason as in last three (03) years 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. Our bid shall be valid for a period of 120 days from the date of commercial bid opening 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.
3. 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/ ULB in India in last 3 years;
2. We have not violated the code of integrity in last 3 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 3 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 appropriate value).

Signature of Notary (with official seal)

Name:

Designation:

Seal:

Business Address:

6.9 Format Letter of Undertaking for Office in Maharashtra

< (To be submitted on the Letter of lead 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 for Office in Maharashtra

RFP Reference No: MPCB/

Sir,

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

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

Yours Sincerely,

Signature of Notary (with official seal)

Name:

Designation:

Seal:

Business Address:

6.10 Power of Attorney

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **“Request for Proposal (RFP) for Selection of Agency for Supply, Commissioning and Maintenance of Beach Cleaning Equipment for selected Beaches in Maharashtra”** including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

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

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

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

7. Annexure-2: Documents for Financial Proposal

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

7.1 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, and Maintenance of Tractor Pulled 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, and Maintenance of Tractor Pulled 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 180 days from the date of opening of commercial bid
2. The prices we have offered, will remain fixed and subject to price escalation mention in the RFP during the period of Contract.
3. Taxes: We are an entity registered in India and do hereby confirm that our bid price is exclusive of all applicable taxes (i.e., GST). All relevant/ applicable taxes would be considered for reimbursement on actuals as per MPCB's discretion and prevailing Government laws
4. Deviations: We hereby declare that all terms and conditions mentioned in the RFP (all volumes, annexures, and corrigendum's) are acceptable to us without any deviations and all the services shall be performed strictly in accordance with the bid documents
5. Unit Rates: We have indicated in the relevant Annexures enclosed, the unit rates for the purpose of an account of payment as well as for price adjustment, in case of any increase / decrease from the scope of work under the contract.
6. Bid Price: We declare that our Bid Prices, exclusive of all applicable taxes, duties, and GST are for the entire scope of the work and requirements as specified in the Bid documents.
7. Contract Performance Bank Guarantee: We hereby declare that in case the Contract / Order is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed in the RFP.
8. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief. We also understand that if our bid is conditional in any way, it shall be summarily rejected.

9. We understand that our Bid is binding on us and that you are not bound to accept a bid you receive.
10. We confirm that no technical information or deviations are attached here with this Commercial offer.

Yours faithfully,

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

Name:

Designation:

Seal:

Date:

Place:

Business Address:

7.2 Format for Commercial Bid

7.2.1 Part A: OEM Item Cost

Sr	Description	Qty	Basic Unit Rate (In INR) (All inclusive, excluding GST)	GST Rate (18%)	Total Unit Rate (In INR)	Amount (In INR)
		A	B	C	D = B+C	E = A x D
1	Tractor Pulled Beach Cleaning Machine: Tractor Pulled Beach Cleaning Machine with at least with min specifications as per RFP, with Name of OEM, Make and Model of the Equipment with all necessary and required accessories	14				
Total Cost (In Figures) (In INR) :						

Note: (for all items in price bid)

- The quantity of procurement of attachments shall be at the sole discretion of the MPCB, in accordance with the exigencies and requirement of the department, meeting minimum specs as defined in clauses 6.6, anytime during contract period.**
- The rates quoted by the bidder shall be deemed final. AMC cost will be paid on pro-rata basis.**
- The department shall effectuate the procurement of attachments at the specified rate during the contractual term, as and when the necessity arises.**
- Attachment from same OEM – no other attachment make allowed**
- Bidders / OEM shall ensure availability of attachment for procurement for entire 5 yrs. contract period. Undertaking from OEM in this regard shall be mandatory. In case attachment is end of sale, bidder at its own cost, shall supply equivalent or better and compatible attachment.**

7.2.2 Part B: Annual Maintenance Cost for 5 years

Activity	Year 1 (In INR)	Year 2 (In INR)	Year 3 (In INR)	Year 4 (In INR)	Year 5 (In INR)	Total Cost (In INR)
Maintenance Services for all fourteen (14) machines along with operator's training from the date of CoOP as per the scope defined in RFP excl. taxes						
Total GST Amount (In INR):						
Total Cost (Inclusive of all Taxes) (In Figure) (In INR):						
Total Cost (Inclusive of all Taxes) (In Words) (In INR):						

7.2.3 Grand Total Cost of the Bid

Particulars (Part A + Part B)	Total Cost (in INR)
Grand Total Cost (Inclusive of all Taxes) (In Figure) (In INR)	
Grand Total Cost (Inclusive of all Taxes) (In Words) (In INR)	

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 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 B

8. Annexure-3: Other Documents/Formats

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

8.1 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, and Maintenance of Tractor Pulled 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

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:

8.2 Format for Bank Guarantee

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

1. Performance Bank Guarantee (PBG)

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, and Maintenance of Tractor Pulled 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 Ninety (90) 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 forfeiture 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

9. Annexure-4: Draft Conditions of Contract

This AGREEMENT is made at _____, Maharashtra, on this ____ day of, ____ 2023,

BETWEEN

<<Insert Designation of Authorized Signatory>> Maharashtra Pollution Control Board, Government of Maharashtra, having its office at Kalpataru Point, 3rd 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 Supply, Commissioning, and Maintenance of Tractor Pulled 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, and Maintenance of Tractor Pulled Beach Cleaning Equipment for selected Beaches in Maharashtra.

And whereas M/s. ----- has submitted its proposal for Supply, Commissioning, 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, and Maintenance of Tractor Pulled 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:

- a) The stamp duty payable for the contract shall be borne by the successful bidder.
- b) 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

10. Annexure-5: Non-Disclosure Agreement (NDA) with MPCB

This Non-Disclosure Agreement ("Non-Disc") is made and entered into day ____ month ____ year ____ effective date) by and between MPCB and _____ designated _____ bidder ("Company").

Whereas MPCB and Company have entered into an Agreement ("Agreement") for Request for Proposal (RFP) for Selection of Agency for Supply, Commissioning, and Maintenance of Tractor Pulled Beach Cleaning Equipment for selected Beaches in Maharashtra effective from _____; and

Whereas each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with MPCB's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, "Owner/Purchaser/Client /Department" shall include the officers, employees, agents, consultants, contractors and representatives of MPCB.
- c. The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of _____ (Contractor), including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein.
- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential
- c. Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- d. Not to make or retain copy of any commercial or marketing plans, citizen/users/person's/customers database, Proposals developed by or originating from MPCB or any of the prospective clients of MPCB except as necessary, under prior written intimation from MPCB, in connection with the Project, and ensure that any such copy is immediately returned to MPCB even without express demand

- from MPCB to do so;
- e. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - f. Return to the other party, or destroy, at MPCB's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - g. Not to discuss with any member of the public, media, press, any or any other person about the nature of arrangement entered between MPCB and Company or the nature of services to be provided by the Company to MPCB.
3. Onus - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions:
2. *Exceptions:* These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
 - (i.) Which is independently developed by the Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - (ii.) After it has become generally available to the public without breach of this Agreement by the Company; or
 - (iii.) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - (iv.) Which MPCB agrees in writing is free of such restrictions.
 - (v.) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information.
 4. Remedies - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to MPCB; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by MPCB may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, MPCB shall be entitled to specific performance by the Company of the Company's obligations contained in this Agreement. In addition, the Company shall indemnify MPCB of the actual and liquidated damages which may be demanded by MPCB. Moreover, MPCB shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by the Company.
 5. Need to Know- Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
- 3.
6. Intellectual Property Rights Protection - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

7. No Conflict - The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 4.
8. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
9. Dispute Resolution - If any difference or dispute arises between MPCB and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to Arbitration Authority.
 - (i.) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - (ii.) The place of arbitration shall be Mumbai
 - (iii.) The arbitrator's award shall be substantiated in writing and binding on the parties.
 - (iv.) The proceedings of arbitration shall be conducted in the English language.
 - (v.) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
10. Governing Law - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated in Mumbai, India only.
11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
12. Amendments - No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
13. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
14. Severability - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
15. Waiver - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
16. Survival - Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
17. Non-solicitation - During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit MPCB's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to MPCB with any employee and/or consultant of MPCB who has knowledge of the Confidential Information, without the prior written consent of MPCB. This section will survive irrespective of the fact whether there exists a

commercial relationship between Company and MPCB.

- 18. Term -** Subject to aforesaid section 17, this Agreement shall remain valid up to 3 years from the “effective date”.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

SIGNED AND DELIVERED)
by the within-named Purchaser)
by the hand of its authorized)
representative _____)
Member secretary, MPCB in the)
presence of _____)
MPCB)
by the within named Company)
_____)
by the hand of its authorized)
representative Shri/Smt _____)
_____)
in the presence of _____)