



Maharashtra Pollution Control Board  
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

## Request for Proposal

For

## Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB

RFP Reference No.: 240927-FTS-0123

Date of Issue: 28/09/2024

Tender Price: Rs. 21,240 /- (all taxes inclusive)

**Issued By:**

**The Member Secretary,**  
Maharashtra Pollution Control Board,  
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### Disclaimer

This Request for Proposal (RFP) for “**Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB**” is issued by Maharashtra Pollution Control Board (MPCB).

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither State Climate Action Cell, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Appointment of an Agency Development and Maintenance of Web Portal for State Climate Action Cell, 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 advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment at the sole discretion of State Climate Action Cell. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for decision making for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed State Climate Action Cell 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 State Climate Action Cell Project. State Climate Action Cell 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.

State Climate Action Cell shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of State Climate Action Cell in selecting the Service Provider who qualifies through this RFP shall be final and State Climate Action Cell reserves the right to reject any or all the bids without assigning any reason thereof. State Climate Action Cell 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.

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

## Implementation of Web Portal for State Climate Action Cell at MPCB

### Abbreviations

Abbreviation	Description
<b>AMC</b>	Annual Maintenance Contract
<b>AoA</b>	Article of Association
<b>CAPEX</b>	Capital Expenditure or Capital Expense
<b>CCC</b>	Central Control Centre
<b>CMMI</b>	Capability Maturity Model Integration
<b>CPU</b>	Central Processing Unit
<b>CSV</b>	Comma Separated Values
<b>DC</b>	Data Center
<b>DIT</b>	Directorate of Information Technology
<b>DR</b>	Disaster Recovery
<b>DSC</b>	Digital Signal Certificate
<b>EMD</b>	Earnest Money Deposit
<b>EPC</b>	Electronic Product Code
<b>ERP</b>	Enterprise Resource Planning
<b>GCC</b>	General Contract Conditions
<b>GOI</b>	Government of India
<b>GPRS</b>	General Packet Radio Service
<b>GST</b>	Goods and Services Tax
<b>HTML</b>	Hyper Text Markup Language
<b>H/W</b>	Hardware
<b>IDS</b>	Intrusion Detection System
<b>IP</b>	International Protection Marking
<b>IPS</b>	Intrusion Prevention System
<b>ISO</b>	International Organization for Standardization
<b>IT</b>	Information Technology
<b>ITES</b>	Information Technology Enabled Services
<b>LAN</b>	Local Area Network
<b>LED</b>	Light Emitting Diode
<b>LLP</b>	Limited Liability Partnership
<b>LoA</b>	Letter of Offer and Acceptance
<b>LoI</b>	Letter of Intent
<b>MIS</b>	Management Information System
<b>MoA</b>	Memorandum of Association
<b>MPCB</b>	Maharashtra Pollution Control Board
<b>MPLS</b>	Multiprotocol Label Switching
<b>NDA</b>	Non-Disclosure Agreement
<b>NEFT</b>	National Electronic Fund Transfer
<b>NIC</b>	National Informatics Centre
<b>OEM</b>	Original Equipment Manufacturer
<b>OPEX</b>	Operating Expenses or Expenditure



## Implementation of Web Portal for State Climate Action Cell at MPCB

<b>Abbreviation</b>	<b>Description</b>
<b>PAN</b>	Permanent Account Number
<b>PDF</b>	Portable Document Format
<b>PIC</b>	Project Implementation Committee
<b>PKI</b>	Public Key Infrastructure
<b>PoC</b>	Proof of Concept
<b>PSU</b>	Public Sector Undertaking
<b>RFP</b>	Request for Proposal
<b>RTGS</b>	Real Time Gross Settlement
<b>SEI</b>	Software Engineering Institute
<b>SD</b>	Security Deposit
<b>SIM</b>	Subscriber Identity Module
<b>SLA</b>	Service Level Agreement
<b>SQL</b>	Structured Query Language
<b>SRS</b>	System Requirement Specification
<b>SSL</b>	Secure Sockets Layer
<b>S/W</b>	Software
<b>TCV</b>	Total Contract Value
<b>TCP/IP</b>	Transmission Control Protocol / Internet Protocol
<b>TEC</b>	Tender Evaluation Committee
<b>UAT</b>	User Acceptance Testing
<b>ULB</b>	Urban Local Body
<b>USB</b>	Universal Serial Bus
<b>URL</b>	Uniform Resource Locator
<b>UT</b>	Union Territory
<b>W3C</b>	World Wide Web Consortium
<b>WAN</b>	Wide Area Network
<b>WCAG</b>	Web Content Accessibility Guidelines
<b>WYSWYG</b>	Way You See What You Get
<b>XML</b>	Extensible Markup Language

**Tender Notice**

**RFP Reference No.: 240927-FTS-0123**

**Date: 27/09/2024**

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **“Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB”**. MPCB intends to solicit technical and commercial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before date mentioned in the RFP.

For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> Tender form fee payment of **INR 21,240/-** (INR 18,000 + 18% GST Applicable and non-refundable) by payment gateway online. No brokers/intermediaries shall be entertained. The MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

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**NOTE:**

1. Detailed timetable for the various activities to be performed in e-tendering process by the tenderer for quoting their offer is given in these tender documents under **“Tender Schedule”**. Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
2. Every effort should be made to keep the website up to date and running smoothly 24 x 7 at the MPCB 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.
3. In the event, MPCB will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection, or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. The tenders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
5. MPCB will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
6. Bidders must get done all the e-tendering activities well in advance.

## Implementation of Web Portal for State Climate Action Cell at MPCB

### Tender Schedule

Sr. No.	Particulars	Start Date	End Date
1.	Release of Tender	28/09/2024	28/10/2024
2.	RFP Document Download	30/09/2024	15/10/2024
3.	Last date of submission of Pre-Bid Queries	30/09/2024	07/10/2024
4.	Pre-Bid Meeting	08/10/2024 at 15:00 Hrs.	
5.	Bid Submission	30/09/2024	15/10/2024
6.	Pre-Qualification Opening	16/10/2024	16/10/2024
7.	Technical Qualification Opening	Will be informed later	
8.	Commercial Bid Opening	Will be informed later	

### Note:

- A) Earnest Money Deposit: - **Rs. 1,60,000/-** (Rupees One Lakh Sixty Thousand Only) through Online Payment via net banking mode.
- 1) All eligible/ interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone numbers any doubts/ information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd., Nextender (India) Pvt. Ltd on 020-30187500
  - 2) Bidders should submit the document related to tender online. The bidders who wish to submit the payment of EMD by way of RTGS/NEFT should pay the same two working days in advance before the last day of bid preparation. Cost of tender form of **Rs. 21,240/-** (including GST) should be credited in to MPCB fund account by online payment gateway, before opening of the technical Bid otherwise Bidders cannot participate in e-tendering.
  - 3) Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
  - 4) The Electronic tendering system for MPCB will be available on separate Sub Portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the Portal <https://mahatenders.gov.in>

## Implementation of Web Portal for State Climate Action Cell at MPCB

### 1. 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 “**RFP for Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB**” as detailed in **Section 2.25** of 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 and EMD 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, i.e., Safecrypt, Ncode, etc. 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.

Refer below the details with regard to this invitation of bids:

Sr. No.	Items	Description
1.	RFP Reference No.	<b>240927-FTS-0123</b>
2.	Name of the Project	RFP for <b>Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB.</b>
3.	RFP Document Download Start / End Date & Time	Start Date: <b>30/09/2024 at 11:00 am (IST)</b> End Date: <b>15/10/2024 5:00 pm (IST)</b>  Please visit the below mentioned e-Tendering website_ <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
4.	Last date to send in requests for clarifications	All the queries should be received on or before <b>07/10/2024</b> , through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>”.  The queries should be submitted as per the format prescribed in Annexure B

## Implementation of Web Portal for State Climate Action Cell at MPCB

Sr. No.	Items	Description
		The Pre-Bid queries to be sent to the Email ID – <a href="mailto:so@mpcb.gov.in">so@mpcb.gov.in</a>
5.	Date, Time, and place of pre-bid meeting	<b>08/10/2024 at 3.00 pm (IST),</b> Address: Maharashtra Pollution Control Board, Kalpataru Point, 4 <sup>th</sup> floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022  And through MS Teams link as mentioned below:
6.	Last date (deadline)for submission of bids	<b>15/10/2024 up to 5:00 pm (IST)</b>
7.	Date and Time of opening of prequalification proposals	<b>16/10/2024 up to 12:00 pm (IST)</b>
8.	RFP Document Fee to be paid via Online Payment Gateway mode only.	<b>Rs. 21,240/-</b> (including GST)
9.	Date Time and Place of opening of Technical Proposals	Will be informed later
10.	Date Time and Place of opening of Financial Proposals	Will be informed later
11.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only.	<b>Rs. 1,60,000/-</b> (Rupees One-Lakh Sixty Thousand Only)
12.	Security Deposit	10% total contract value (TCV)
13.	Last date for signing contract	As intimated in work order of MPCB
14.	Bid Validity Period	180 days from the date of submission of Bid
15.	Contract Period	<b>5 Years and 4 Months</b> from the date of signing of Contract Agreement
Contact Person: Officer: Shri. Dinesh Sonawane Tel No: 022 24087295 Website: <a href="https://mpcb.gov.in">https://mpcb.gov.in</a> Email: <a href="mailto:eic@mpcb.gov.in">eic@mpcb.gov.in</a>		

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

## **2. Instructions to Bidders**

### **2.1 Introduction of State Climate Action Cell (SCAC) Maharashtra**

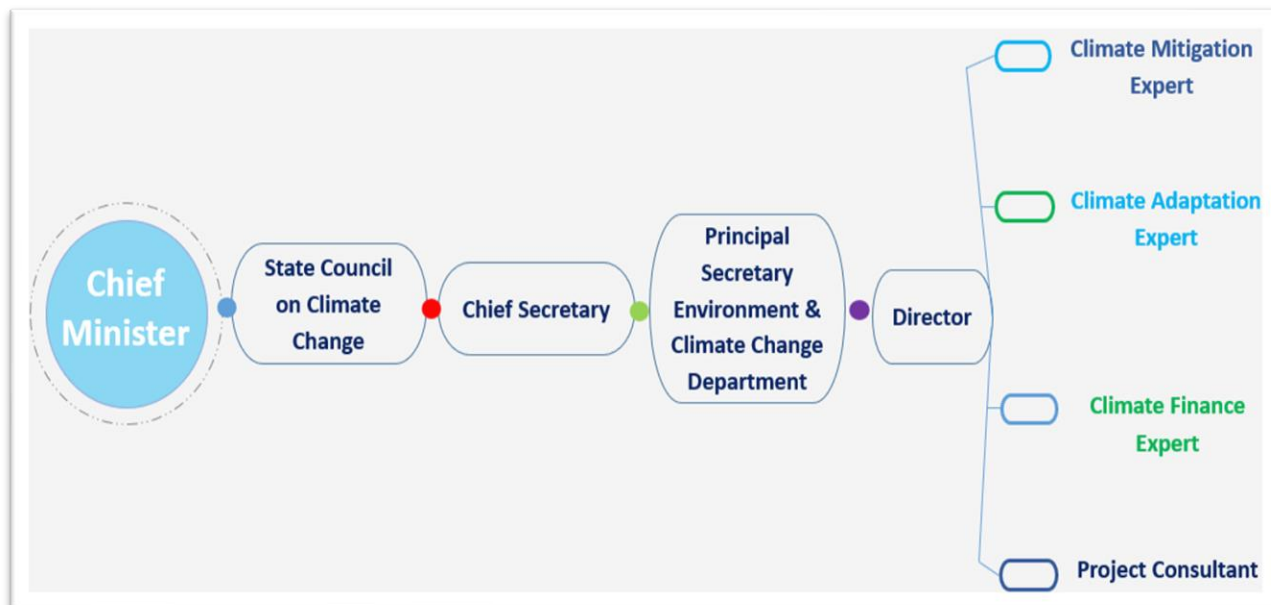
The State Climate Action Cell (SCAC), established by the Environment and Climate Change Department, Government of Maharashtra in September 2023 to focus on prevention, adaptation and mitigation related to climate change. The cell provides guidance on implementation of the State Action Plan on Climate Change (SPACC) which is mandatory for every state as per the National Action Plan on Climate Change (NPACC). The cell also coordinates between the union government, local governing bodies, NGOs, institutions working in the field of environment research and development, international financial institutions, and other stakeholders.

The SCAC will perform the role of nodal institution for climate action in the state and act as a knowledge sharing/ management platform, develop a far-reaching strong network with government and non-government stakeholders and facilitate successful completion of climate change adaptation and mitigation initiatives of the Government of Maharashtra.

The cell functions under the Department of Environment and Climate Change and have five members with a director as its head. The other members offer expertise on climate finance, mitigation, adaptation and project consultants or officers.

State Climate Action Cell in coordination of 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.

The organization structure of State Climate Action Cell is as under:



### 2.2 Project Background

On behalf of State Climate Action Cell (SCAC), Maharashtra Pollution Control Board (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 an Agency for Development of Web Portal for State Climate Action Cell at MPCB” as this document provides information to enable the bidders to understand the broad requirements to submit their bids. The Bid shall outline the Methodology, Design and Architecture best suited for MPCB in detail.

### 2.3 Project Objectives

The primary objectives of implementation of web portal for the State Climate Action Cell at MPCB is to enable State Climate Action Cell to disseminate its static and dynamic information to the larger community.

### 2.4 Consortium

Consortium is not allowed within the scope of this RFP.

### 2.5 acting Conditions

1. The Bidder can sub-contract project activities for Cloud hosting services only. However, it is clarified that the Bidder shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Implementation

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Agency undertakes to indemnify the Nodal Agency or its nominated agencies from any claims on the grounds stated hereinabove.

2. The bidder shall share all the details of the Service Provider in the Technical Bid. Both during the process of award, and post award of contract, if there is a change in sub-contractor, the Bidder shall obtain prior permission from State Climate Action Cell.

### **2.6 Completeness of Response**

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

### **2.7 Proposal Preparation Costs**

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

### **2.8 Bidder Inquiries**

Bidder shall email their queries, at above mentioned email address, in the format as prescribed in the Annexure B. The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic queries will be entertained thereafter. This response of State Climate Action Cell shall become integral part of RFP document. State Climate Action Cell shall not make any warranty as to the accuracy and completeness of responses.

### **2.9 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.

### **2.10 Supplementary Information to the RFP**

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



### **2.11 State Climate Action Cell's right to terminate the process**

State Climate Action Cell may terminate the RFP process at any time and without assigning any reason. State Climate Action Cell reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-Tendering portal.

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

1. Bidders shall submit, EMD of **Rs. 1,60,000/- (Rupees One Lakh Sixty Thousand only)** through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful Bidder's EMD will be returned within 90 days from the date of finalization of the tender. EMD of successful bidder will be returned only after submission of Security Deposit.
3. No interest will be paid by State Climate Action Cell on the EMD amount and EMD will be refunded to all Bidders (including the Successful Bidder without any accrued interest on it
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
  - 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, 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 jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - 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 State Climate Action Cell regarding forfeiture of the EMD shall be final and binding upon bidders.

### **2.13 Authentication of Bid**

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

### **2.14 Language of Bids**

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

**2.15 Patent Claim**

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

**2.16 Data/ Documents/Software Prepared by Successful Bidder to be Property of State Climate Action Cell**

All plans, specifications, reports, customized software, other documents, patent, and data generated shall be absolute property of State Climate Action Cell. The Successful Bidder shall not use, share this information, any other data derived from this application, customized software etc. anywhere, without taking permission, in writing, from the State Climate Action Cell and the State Climate Action Cell reserves right to grant or deny any such request. Software application will not be allowed to be misused by quoting same software at other places.

**2.17 Bid Submission Format**

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

**2.18 Bid Submission Instructions**

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

Particulars	Instructions
<b>Envelope A: Pre-qualification Proposal</b>	The Pre-qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in in <b>Section 5</b> of this RFP Each page of the Pre-qualification Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Pre-qualification Proposal should be submitted through online bid submission process only.

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<b>Envelope B: Technical Proposal</b>	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <b>Section 6</b> of this RFP</p> <p>Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Bidder.</p> <p>Technical Proposal should be submitted through online bid submission process only.</p>
<b>Envelope C: Financial Proposal</b>	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in <b>Section 7</b> of the RFP.</p> <p>Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through online bid submission process only.</p>

2. The following points shall be kept in mind for submission of bids:
- a. State Climate Action Cell 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.
  - b. 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.
  - c. 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.
  - d. Financial Proposal shall not contain any technical information.
  - e. If any Bidder does not qualify the prequalification criteria stated in **Section 2.25** of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
  - f. 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.
  - g. Proposals sent by post/ courier shall be rejected.

### **2.19 Late Proposal and Proposal Validity Period**

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 180 days from the date of submission of the proposal.

### **2.20 Modification and Withdrawal of Proposals**

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

### **2.21 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 State Climate Action Cell.

### **2.22 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.

### **2.23 Bid Opening**

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
2. State Climate Action Cell reserves the rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in two stages:
  - In the first stage, prequalification proposals shall be opened and evaluated as per the criteria mentioned in **Section 2.25** of the RFP. Technical Proposals of bidders who pass the prequalification criteria shall be opened.
  - In the second stage, Financial Proposal of those Bidders, whose Technical Proposals qualify, 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.
4. The Bidder's representatives who are present shall sign a register evidencing their

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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, State Climate Action Cell will continue process and open the bids of all bidders.

5. 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. State Climate Action Cell / MPCB has the right to reject the bid after due diligence is done.

### 2.24 Evaluation Process

1. State Climate Action Cell / MPCB has formed a Project Implementation Committee (PIC) for monitoring various e- Governance initiatives. This PIC shall act as a Tender Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.
2. TEC shall review the prequalification proposal of the Bidders to determine whether the requirements as mentioned in **Section 2.25** of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification proposal meets the requirements shall be selected for opening of the technical proposal.
3. TEC shall review the Technical Proposal of the prequalified Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
4. TEC shall assign a technical score to the Bidders based on the technical evaluation criteria detailed in the RFP. The Bidders with a technical score equal to or above the threshold as specified in **Section 2.30** of the RFP shall technically qualify for the commercial evaluation stage.
5. The financial proposals of the technically qualified Bidders shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
6. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
7. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.

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### 2.25 Prequalification criteria

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ1	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR Indian Partnership Act 1932 as amended time to time.	a) General Information of Bidder along with Bidder's constituting documents such as MOA, AOA. b) Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed c) Copy of PAN Card d) Copy of GST Registration e) Copy of Power of Attorney as per <b>Annexure G</b>
PQ2	Turnover	The average annual turnover of the bidder from System ICT Systems Development and Implementation Work for the last three (03) audited financial years should be more than <b>INR 6 Cr.</b> (FY 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover from IT/ITES services is mandatory as per the format <b>Annexure H</b>
PQ3	Net worth	Bidder shall have Positive Net Worth in each of the last <b>Three (03)</b> Financial Years. (FY 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for Net worth as per the format <b>Annexure H</b>
PQ4	Project Experience	The Bidder should have experience of development, implementation, maintenance, and hosting of a dynamic website/portal for any Central/State Govt. /PSU/ ULB/ Private organization as per below:  <b>1 Project</b> of similar nature having value not less than <b>INR 0.70 Cr.</b>	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
		<p>OR</p> <p><b>2 Projects</b> of similar nature having value not less than <b>INR 0.50 Cr. each</b></p> <p>OR</p> <p><b>3 Projects</b> of similar nature having value not less than <b>INR 0.30 Cr. each</b></p>	<p>mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p> <p>c) Project Citation as per format specified in Clause 6.3</p>
PQ5	Manpower Strength	The bidder should have 15 IT employees with either permanent PF account or professional tax account on bidder's payroll and should have relevant Experience in website development and maintenance, as on date of bid submission.	A self-certified letter signed by the Authorized Signatory of the Bidder. <b>Annexure K</b>
PQ6	Certificates	<p>The Bidder should be registered with appropriate authorities under following:</p> <p>a. Employees Provident Fund AND b. Employees State Insurance Acts OR Group Insurance Schemes OR Contract Labour (Regulation and Abolition Act), as applicable to the bidder organization.</p>	<p>a) Attested copy of the Employee Provident Fund registration letter / certificate</p> <p>b) Attested copy of the Employee State Insurance registration letter / certificate or Attested copy of Group Insurance Schemes letter/ certificate or Attested copy of the Labour License under the Contract Labour (Regulation &amp; Abolition) Act.</p> <p>c) Documents to be submitted, as applicable.</p>
PQ7	Certification	<p>a) The bidder shall have active SEI CMMI Level 3 or its higher version certification valid as on last date of submission of bid. OR b) The bidder shall have active ISO 9001:2015 or its higher version certification valid as</p>	<p>Copy of valid certifications as on last date of submission of bid. Renewal stage document in case the certificate has expired, and renewal is in-process.</p>

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
		on last date of submission of bid.	
PQ8	Office in Maharashtra	The bidder shall have office in Maharashtra or shall open office in Maharashtra within 30 days from date of issuance of LOA/LOI	Copy of existing office address proof like 7/12 (satbara)/ lease agreement/utility bill in the name of the bidder OR 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 <b>Annexure J</b>
PQ9	Blacklisting	The Bidder should not be blacklisted by any Central Government/ State Government / Union Territory (UT) / Urban Local Body (ULB)/ PSU/This office in India for Unsatisfactory past performance, corrupt & fraudulent practices, or any other unethical conduct either indefinitely or for a particular period of time as on last date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure I

**Note:**

In case the bidder is a partnership/proprietary firm, the work experience, solvency and turn over shall be in the name of partnership/ proprietary firm only.

### 2.26 Evaluation of Prequalification Proposals

1. Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Pre-Qualification criteria evaluation.
2. Bidder shall be evaluated as per prequalification criteria mentioned at **Section 2.25**. The bidders who fulfil all the prequalification criteria shall qualify for further technical evaluation.



### **2.27 Evaluation of Technical Proposals**

The evaluation of the Technical Proposals will be carried out in the following manner:

1. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for technical evaluation.
2. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
3. MPCB reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

### **2.28 Technical Evaluation Methodology**

1. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 marks. (Refer Section 2.28) and bidder has to score minimum 70 marks for technical qualification.
2. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
3. State Climate Action Cell reserve the right to accept or reject any or all bids without giving any reasons thereof.
4. State Climate Action Cell shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

**2.29 Technical Evaluation Criteria**

Sr. No.	Parameters	Max. Marks	Marks	Supporting Documents	
TQ 1	Annual Turnover of Bidder during last 3 Financial years - (FY 2020-21, FY 2021-22, FY 2022-23)	20	>= INR 4 Cr. and < INR 6 Cr.	10	Audited Profit & Loss Account and Balance Sheet for (FY 2020-21, FY 2021-22, FY 2022-23) & suitable CA Certificate/Audited Profit & Loss Account and Balance Sheet.
			>= INR 6 Cr. and < INR 8 Cr.	15	
			>= INR 8 Cr.	20	
TQ 2	<p><b>Project Experience:</b> The Bidder must have experience in “Similar works” during last five (05) years as on last date of submission of bid as per following details: - One (01) project with “Similar works” costing <b>at least INR 0.70 Cr.</b> <b>OR</b> Two (02) projects with “Similar works” each costing <b>at least INR 0.50 Cr. each</b> <b>OR</b> Three (03) projects with “Similar works” each costing <b>at least INR 0.30 Cr. each</b></p> <p><b>Similar works:</b> The projects should be web portal design, development, implementation and Operation and Maintenance for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULBs</p>	40	Total Project Value of maximum any three projects submitted meeting the Criteria:		<p>a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially</p>
			<b>Total Project Value</b> >= INR 0.70 Cr. and < INR 1.00 Cr.	30	
			<b>Total Project Value</b> >= INR 1.00 Cr. and < INR 1.5 Cr.	35	
			<b>Total Project Value</b> >= INR 1.5 Cr.	40	

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Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
					completed project. d) Project Citation as per format specified in <b><u>Clause 7.2</u></b>
<b>TQ 3</b>	<b>Manpower Strength:</b>  The bidder should have minimum 15 full time resources with IT/ITeS expertise on its payroll as on date of submission of the bid.	10	>= 15 and < 20	5	A self-certified letter signed by the Authorized Signatory of the Bidder.  (Note: non-availability or less availability of manpower expertise on roll will score Zero (0) marks.
	>= 20 and < 30		7		
	> 30		10		
	<b>Manpower expertise:</b>	15	On roll Software stack developers – Minimum 05 nos.	05	
	UI/UX developers – Minimum 02 nos.		02		
	Content designer, writer, researchers 02 nos.		02		
	Software Testers - Minimum 02 nos.		02		
Database Experts – Minimum 01 nos.	02				
On roll H/W, Network and System administrators one each type- Minimum 03 nos.	02				
<b>TQ 4</b>	<b>Certification:</b> The bidder shall have active SEI CMMI Level 3 OR ISO 9001:2015 or its higher version certification valid as on last date of submission of bid.	05	ISO 9001: 2015	03	Copy of valid certifications as on last date of submission of bid. Renewal stage document in case the certificate has expired, and renewal is in-process.
			➤ CMMi Level 3	03	
			➤ CMMi Level 4	04	
			➤ CMMi Level 5	05	
<b>TQ 5</b>	Technical Presentation & Demo of the system capability	10	Technical Presentation	10	Technical Presentation.
	<b>Total</b>	<b>100</b>			

**Note:**

Bidder who meets the pre-qualification criteria shall be called for technical presentation (maximum duration of one hour) with respect to above technical evaluation criteria, approach, methodology for project implementation. Date, Time and Venue for the Technical Presentation will be informed later to qualified bidders. State Climate Action Cell / MPCB reserves right to visit bidder's customer where such a similar project execution has taken place.

**\*\* Successful Demo/Technical Presentation** All expenses towards successful demo / presentation will be borne by bidders.

State Climate action cell / MPCB reserves the right to reject any bidder if the demonstration of the solution is found inappropriate.

### 2.30 Commercial Evaluation

1. Bidders who have scored overall minimum 70 marks in complete Technical Evaluation will be considered for Financial Bid Evaluation.
2. The financial proposal of only the qualified Bidders based on Pre-Qualification criteria and Technical Criteria shall be opened for the evaluation.
3. PART C: shall be considered for financial evaluation.
4. The bidders will be ranked based on their bids for providing lowest cost Grand Total as per financial format Section C: Aggregation of Bid Value (CAPEX and OPEX) submitted to State Climate Action Cell. The bidder securing the **Lowest quote** will be adjudicated as the most responsive Bidder for award of the Project.
5. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.
6. In the event of two or more Bidders bidding the same price, then State Climate Action Cell reserves the right to:
  - a. Declare the bidder whose technical score is highest, among the bidders who have bid the same price as preferred bidder, Or
  - b. Adopt any other method as decided by State Climate Action Cell.
7. State Climate Action Cell reserves the right to confirm the preferred bidder as successful bidder subject to negotiations and approval of competent authority

## **2.31 Award of Contract**

### **2.31.1 State Climate Action Cell's Right to Accept any Bid and to Reject any or All Bids**

State Climate Action Cell 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(s) or any obligation to inform the affected Bidder(s) of the grounds for State Climate Action Cell' action.

### **2.31.2 Letter of Intent**

Prior to the expiration of the period of bid validity, State Climate Action Cell will notify the Successful Bidder in writing or by email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Intent will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Security Deposit, State Climate Cell will promptly notify each unsuccessful bidder.

### **2.31.3 Signing of Contract**

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

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

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

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

The Successful Bidder has to sign the Non- Disclosure Agreement (Annexure E) with State Climate Action Cell.

## **2.33 Security Deposit**

1. The successful bidder needs to deposit/submit a security deposit equal to 10% of bid value as Bank Guarantee only. The security deposit shall be valid for a period of 5 years 4 months plus 6 months. It should be submitted within 15 days from the receipt of the letter towards award of the contract for due and proper fulfilment of bid document conditions.
2. The security deposit should be submitted within the period specified above; failing which State Climate Action Cell may cancel the offer made to the bidder.

3. The security deposit will be forfeited if vendor has not fulfilled the terms and conditions as per bid document.
4. State Climate Action Cell shall also be entitled to make any recoveries due from the bidder from security deposit submitted against this bid document. In such case the bidder will have to recoup the security deposit amount so recovered within 10 days.
5. The security deposit shall be retained by MPCB for the period of 5 years and 10 months from the date of submission of deposit. No interest will be payable by the State Climate Action Cell on the amount of the Bid Security. Security Deposit will be released after 5 years 4 months plus 6 months from the date of submission of security deposit or completion of all work whichever is later.

### **2.34 Bid Prices**

The vendor has to quote for **“Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB”**, in the format given for financial bid. Validity of Bid shall be of 180 days.

### **2.35 Bid Currency**

The rates quoted shall be in Indian Rupees only.

### **2.36 Signature**

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. All obligations committed by such signatories must be fulfilled.

### **2.37 Correction of errors**

The vendor is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document should be initialed by person signing the Bid form.

### **2.38 Corrections to Arithmetic errors**

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

### **2.39 Disqualification**

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

- Bid not submitted in accordance with the bid document.
- The bidder qualifies the bid with his own conditions.
- During validity of the Bid, or its extended period, if any, the bidder increases his quoted

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prices.

- Bid is received in incomplete form.
- Bid is received after due date and time.
- Bid is not accompanied by all requisite supporting documents.
- 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.
- The successful bidder fails to enter into a contract within 10 working days of the date of notice of award of contract or within such extended period, as fixed by State Climate Action Cell.
- Awardee of the contract has given the letter of acceptance of the contract with his conditions.
- Non - fulfilling of any condition / term by bidder.

### 3. Scope of Work

State Climate Action Cell, seeks the services of a qualified Agency for developing, implementing, and maintaining a web portal. The bidder would provide end to end managed services for development, implementation, hosting on cloud and maintenance of this portal and other components as described in sections below. The entire project is broadly comprised of the following 5 parts as given:

1. Requirement Documentation, Design, Development and Testing
2. User Acceptance and Security Audit Certification
3. Hosting on Cloud and Go-Live
4. Operations and Maintenance for a period of 5 years post Go-Live and stabilization

The overall scope of the implementation will consist of custom development of web portal, testing, deployment on cloud, commissioning, training, operations, and maintenance support for a period of 5 years post Go-Live and stabilization. The scope of work mentioned below is indicative and not exhaustive.

#### Scope of work overview:

Sr. No.	Particulars	Description
1.	Web Portal System for State Climate Action Cell	Development / customization, testing, installation, and commissioning of Web Portal for State Climate Action Cell.
2	Hosting the web portal system on public cloud	Setup, configuration, end-to-end management of Cloud hosting required for smooth running of web portal system after Go-Live and stabilization for 5 years.
3.	Trainings	Impart training to the State Climate Action Cell / MPCB employees before Go-Live and Refresher trainings within 6 months after Go-Live and submission of training documents. The trainings to be imparted to users as and when required during annual maintenance period.
4.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and once a year during Annual Maintenance Contract. Total 5 times.
5.	Annual Maintenance Contract (AMC)	1. Annual Maintenance Contract for the delivered web portal system post Go- Live for 5 years through offshore model



### 3.1 Web Portal System

#### 3.1.1 Web Portal System Scope of Work

The website shall be developed using latest state-of-the-art technology, to deliver content rich, customizable, theme-able, high-performance, secured website. It includes, but is not limited to following design considerations:

1. Use of Web Application Framework, Web Content Management System or Application Server Software, backed by a database, to deliver the contents.
2. Use of themes to change the presentation layer of the website quickly and effortlessly without impacting the content or the structure of the site without IT Intervention
3. Provides rich user interface by use of AJAX, Flash, HTML5, CSS3, etc.
4. Creation of rich artwork and photo/video processing to augment the content and overall branding
5. Should have the ability to showcase website in Marathi and English (bi-lingual) with regional and localization and Unicode support. The website systems shall also allow users to select their language preference and automatically convert website user interface to the language preference.
6. Should provide an easy-to-use administration interface to update the content with at least 5 defined users. Should preferably provide users with content updating rights.
7. Use of Search Engine Optimization (SEO) friendly clean permalink structure and SEO Best Practices for website design, structure, and content.
8. Should provide accurate and fast Search through the website pages and data upload without having to tag metadata manually. Should provide search filters for search results generated.
9. The website should have provision to provide log in access for internal employees as well as external users (as per requirement) allowing internal users different access rights than external users.
10. The website should allow choice of themes, skins, pages, and page layout.
11. The website should allow choice of regular/lite version and light and dark modes.
12. The agency shall pre-configure the portlets/ widgets/ webparts/ apps, etc. to integrate with the back-end systems and if required.
13. The website should be capable of presenting personalized content based on individual user's profile or role.
14. Provision of uploading and sharing agenda of meeting and minutes of meeting.

15. Role Based Access (Admin, General User etc.)
16. Should support and have valid SSL certificate.
17. Website should have features/section but not limited to:
  - Highlighted/Urgent/Past Due - Events / Trainings/ Drills
  - Training/Learning Materials
  - Upcoming Events/Calendar /Holidays/ Meetings
18. The new website should be cross platform with any one of the following Web Application Frameworks / Web Content Management Systems / Application Server Software (at the latest stable version) such as: PHP: Drupal, Joomla; Java: Tomcat, JBoss; Microsoft SharePoint, Liferay, WebSphere or any other framework.
19. The solution provider shall be responsible for procurement, deployment, commissioning, operations, and maintenance for above mentioned Web Application Framework / Web Content Management System / Application Server software (PHP/ Drupal/ Joomla/ Tomcat/ JBoss/ SharePoint/ WebSphere etc.), at its own cost for all server and end user licenses throughout the entire project period.
20. The solution provider should carry out the Website development work on turnkey basis, i.e., procure, deploy, commission and support etc. the entire software stack required for the Website at its own cost, including its comprehensive operations & maintenance (bug fixes, updates etc.) during the entire project period.

### **Content Management**

Website of State Climate Action Cell will be the primary source of information for the citizens and other stakeholders. It is thus important that comprehensive, correct and up to date information is made available over the website.

The proposed website shall have following content types:

- i. **Primary Content:** Primary content shall be original content that is sought by target audience of the website which could be citizens, business community, overseas citizens, or other government departments or even government employees. This will include information about the department, various schemes and programs of the department, documents, form however not limited to these only. The section should include minimum following:
  - About
  - Members
  - State Actions
  - Think Tanks
  - Knowledge Center
  - More

- Organization Structure
  - Search facility
  - Services
  - Photos & Video Gallery with embedded Photo viewer and Video Player
  - Application forms- Online Workflow –Grievances, etc.
  - Act and Rules
  - Circular/Notifications
  - Tenders and Notices (if any)
  - News and Press Releases
  - Contact details
  - Message from the Leadership
- ii. **Secondary Content:** Secondary content is generated from the assortment, packaging of primary content to suit the requirement of different audience, events and occasions examples of such content are advertisements/banners/spotlight/media gallery/related sites.
- News, Tenders, Vacancies
  - Links to e-Tendering, other links
  - Events and Announcement
  - Discussion forums
  - Usage Policy
  - Related links
  - Spotlight/ news flash
  - Community Spotlight/Highlight
  - Timeline Feature- To showcase Anniversaries / Milestones / Years of operations
  - Advertisements

The content management module should have following minimum features:

- Content Authoring
- Content Publishing including versioning and WYSWYG interface
- Content Delivery
- Error free count of website visitors (visitor counter)
- Content Storage Management
- Content exit and Archival
- Should have preconfigured generic templates and workflows for the content management
- Distributed authorship of website content across divisions.
- Support Podcast Publishing, Rich media streaming and transcoding, Rich media search and organization
- Separation of content from presentation, which allows authors to focus on content rather than web design.
- Management of revision, approval, publishing, and archiving processes in an easy and automated manner including Workflow process.
- Centralized template management for consistency within website.
- Content repurposing for different audiences and different interfaces.

- Facilitated metadata generation and management which enables effective content discovery
- Content storage management of all types of content; text graphic, audio, video etc.
- In context contribution, purview, updates, and approvals
- Email notifications for automated content edits and reviews
- Native content conversion to web formats
- Both dynamic and scheduled publishing models
- Should be able to generate content feeds
- Should be able to be integrated with any workflow systems, which supports e-forms
- Should provide DHTML, Excel, PDF, MHTML, CVS, XML, Null, and Image rendering extensions

### 3.1.2 User Management

- Allow website administrator to create and assign users to groups; group memberships will in turn define the content and layout of the website.
- Must provide centralized administration of user-IDs and password management.
- Must provide a central directory of users, their real-world business information, their accounts, and their access rights across the enterprise without requiring changes to end- systems.
- Must support enforcement of a centrally defined security policy, e.g., for access rights, password lengths.
- Role-based Administration. Role Based and Rule Based User Provisioning.
- Must provide advanced Web support, to allow for smooth access and personalization of the user interface for each user. Once a user has been authenticated to the sign on system, access to all authorized Web applications and resources must be handled by this system.
- Must provide access to only those applications/resources that the user/customer has authority to.
- Web access management system should support single sign-on across security domains.
- Administrator should be able to create policies that perform comparative tests on each
- User's directory profile information.

### 3.1.3 Technical Requirements

- Web portal system should be able to operate in Windows or UNIX or LINUX operating system.
- It should be capable of utilizing the Active Directory OR LDAP v3 based directory for security and personalization.
- Support fail-over and load balancing to facilitate future scalability.
- Support all industry standard web browsers latest versions (e.g., Internet Explorer / Edge, Mozilla, Chrome, etc.)
- Should support web traffic reports for administrators and community managers
- Support industry standards communication protocol and data formats latest versions such as HTTP, HTTPS, SSL, XML and HTML for query and retrieval purposes.
- Should support broad range of standards for example DOM 1.0, HTML 5, HTTP, HTTPS,

## Implementation of Web Portal for State Climate Action Cell at MPCB

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MathML, ODBC, ODF (IS26300), Open XML (IS29500), OpenSearch, OpenType, PDF 1.7, PDF/A, RTF, RSS, ATOM, SOAP, SVG, REST, UDDI, Unicode, URI/URN, W3C XML Schema, WCAG 2.0, WebDAV, WSDL, WSRP, XHTML, XML, XML Web Services, XML DSIG, XPATH, XPSP, XSLT.

- Website shall support Web 2.0 or higher version capabilities
- Website shall facilitate integration with social networking sites and the option should be provided to the user to add the link to the pages to their favorite social networking site.
- Feature for Blog Updates (from Management and Public Relationship Agencies)
- The pages should be printer friendly i.e., all the pages shall be displayed and printed upon demand by user
- The website shall be accessible through mobile and other handheld devices like iPad; tablets etc. and the pages shall adjust suitably as per the device without having to transcode for specific devices.
- To run independent of IP Address i.e., IP Addresses should not be hard coded in the source code/configuration.
- The website design should be IPv6 compliant
- Website should be running on SSL i.e., http request should automatically get redirected to https
- To have the flexibility to be linked to any existing/ future applications
- CAPTCHA should be present for web pages with form field such as feedback form, registration form etc.
- There should be facility for email gateway Integration
- SMS gateway Integration for future purpose
- There should be facility for social media integration as per requirement
- Password should not be hardcoded in any website configuration files or stored in plain text
- Should support web services APIs, BLOB Storage, custom code solutions, REST, WSRP
- Should integrate with instant messaging services for chat bot support, and support products and protocols like SIP/XMPP
- Should integrate with any other website products through open standards such as HTML, XML, RSS, web services, and WSRP

### 3.2 Implementation Schedule and Project Timelines

Selected bidder/agency should ensure the implementation as per below timeline, inability to follow will attract the penalty as mentioned below in the SLA's defined. There will be 1 month's SLA holiday period given to vendor to stabilize the system after operational acceptance. SLA will be applicable after this 1-month period. Successful bidder is responsible for installation of compliant devices on the vehicles as per requirement.

Sr. No.	Milestones	Description	Timelines
1.	Day of receipt of Acceptance		T0
2	Submission of detailed project plan and detailed SRS (including plan documents)		T1 = T0+ 2 Weeks
3.	Web Portal System for State Climate Action Cell	Development / customization, testing, installation, and GO-Live of Web Portal for State Climate Action Cell.	T2 = T1 + 3 Months
4.	System Stabilization	Stabilization of the Web Portal System post GO-Live.	T3 = T2 + 2 Weeks
5.	Trainings	Impart trainings to the State Climate Action Cell employees before Go-Live and Refresher trainings within 6 months after Go-Live and submission of training documents.  The trainings to be imparted to users as and when required during annual maintenance contract period.	T3 = T2 + 2 Weeks
6.	Hosting the web portal system on public cloud	Setup, configuration, end-to-end management of Cloud hosting required for smooth running of web portal system after Go-Live for 5 years	T4 = T2 + 5 Years
7.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and once a year during Annual Maintenance Contract. Total 5 times.	1 before GO-Live and annually during Annual Maintenance Contract.
8.	Annual Maintenance Contract (AMC)	a) Annual Maintenance Contract for the delivered web portal system post Go- Live for 5 years through offshore model	T5 = T3 + 5 Years

**Note:**

- On successful commissioning i.e., after, stabilization, the system will go under Annual Maintenance Contract.
- State Climate Action Cell reserves the rights to allow extension of the contract after the AMC of 5 years post stabilization, based on the performance of the System Integrator.

## Implementation of Web Portal for State Climate Action Cell at MPCB

### 3.3 Deliverables

Within the scope of this RFP, the selected bidder has to deliver following:

Sr. No.	Milestones	Description	Deliverables
1.		Submission of detailed project / implementation plan and detailed SRS (including plan documents)  (Detailed requirements and analysis including functional requirement, data flow, workflow, interface specifications, application security requirements)	<ul style="list-style-type: none"> <li>• Detailed Project Plan in .pdf format and printed form</li> <li>• Requirement document as FRS and SRS in .pdf format and printed form</li> <li>• Detailed Software Architecture design, Logical and Physical Database Design, Programming Logic, Workflows etc.</li> <li>• Resources Mobilization report.pdf format and printed form</li> </ul>
2.	Web Portal System for State Climate Action Cell (Stabilized system)	Development / customization, testing, installation, and GO-Live of Web Portal for State Climate Action Cell.	<ul style="list-style-type: none"> <li>• Production application after stabilization</li> <li>• Source code of the production application</li> <li>• Data dictionary in .pdf format (as per design)</li> <li>• Test Plan including timeline for the phased testing for the State Climate Action Cell employees</li> <li>• Test cases and test results for applications developed and UAT reports</li> <li>• Metadata in .pdf format</li> <li>• User manual in .pdf format</li> <li>• Database design in standard format (as per design)</li> <li>• Database in export format</li> </ul>
3.	Trainings	Impart trainings to the State Climate Action Cell employees before Go-Live and Refresher trainings within 6 months after Go-Live and submission of training documents.	<ul style="list-style-type: none"> <li>• Training Plan</li> <li>• User level training</li> <li>• Application user manuals</li> <li>• Training manual</li> <li>• Training feedback forms</li> </ul>

## Implementation of Web Portal for State Climate Action Cell at MPCB

		The trainings to be imparted to users as and when required during annual maintenance contract period.	
4.	Hosting the web portal system on public cloud	Setup, configuration, end-to-end management of Cloud hosting required for smooth running of web portal system after Go-Live for 5 years	<ul style="list-style-type: none"> <li>• Cloud hosting service for the enterprise system</li> <li>• Detailed system architecture including details of each component of the system in .pdf</li> </ul>
5.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and once a year during Annual Maintenance Contract. Total 5 times.	<ul style="list-style-type: none"> <li>• 1 before GO-Live and annually during Annual Maintenance Contract</li> <li>• Audit compliance certificate</li> <li>• Compliance report</li> </ul>
6.	Annual Maintenance Contract (AMC)	Annual Maintenance Contract for the delivered web portal system post Go- Live for 5 years through offshore model	<ul style="list-style-type: none"> <li>• O&amp;M service complying with the requirements</li> <li>• Weekly / Monthly reports</li> <li>• Incorporation changes in the system as per requirement</li> <li>• Issues resolution report</li> </ul>

### 3.4 Regulation and Licensing

The Successful Bidder shall arrange for all the necessary legal, regulatory, and licensing clearances for the trouble free/hassle free operations. All Licenses/accounts procured shall be in name of MPCB.

### 3.5 Support and Maintenance of the web portal system

#### 3.5.1 Support and Maintenance

The Successful Bidder Shall Maintain and Support the Web Portal System for a period of 5 years after the successful operational acceptance which would start after Go-Live and Stabilization. It shall include:

1. Maintenance support through offshore model.
2. Depute a senior resource post Go-Love and Stabilization to act as single point of contact of the successful bidder and resolve the issues communicated by State Climate Action cell immediately to do routine transactions or with the help of the offshore team within agreed time complying with the service levels mentioned in this document. For State Climate Action Cell, this staff shall act as helpdesk support.



3. Support for resolution of errors/bugs (if any), software update, and enhancement changes in software enhancement in the application from the date of operational working that may be necessary due to legal/statutory changes etc. during the contract period.
4. Deploy adequate facilities management personnel to maintain the software as per the service level requirements including servicing/updation.
5. Undertake maintenance of the hosting IT Infrastructure and network of web portal system by providing Technical and Operational support for smooth running of the system for 5 years post Go-Live and Stabilization.
6. Providing all software updates and patches released by the OEM, update and patch management, resolution of any issues/problems with the solution etc.
7. Submit weekly status reports to State Climate Action Cell including changes incorporated in the system, uploaded contents, systems uptime/downtime, issues log with resolution / pending, etc.

### **3.5.2 Software Change and Version Control**

The selected bidder shall provide State Climate Action Cell with all new versions, releases, upgrades, and updates to the Software during the contract period without any additional cost.

Changes to software, as required and intimated by State Climate Action Cell, shall be carried out by Successful bidder during the contract period without any additional cost to State Climate Action Cell. Software shall be scalable horizontally and vertically to cater additional requirements when informed by State Climate Action Cell.

Agency should maintain the version control of the software changes and keep all the versions as backup along with metadata.

The selected bidder shall document and keep record of all the changes incorporated during the contract period.

## **3.6 System Security, Security Audit and Training**

### **3.6.1 System Security**

- The Successful bidder must comply to all data security standards and must provide a data security compliance report
- Website shall provide role-based security features
- The Successful bidder shall implement SSL and the website shall support encryption such as SSL.
- Provide audit, analysis, and reporting tools to track the website system usage. Be able to track, analyses and generate reports on areas like website pages hit, website usage,

security violations etc.

- All the security threats/vulnerabilities should be resolved by the successful bidder as and when required at no extra cost billable to State Climate Action Cell.

### 3.6.2 Security Audit

It is the responsibility of the selected bidder to get the Security audit, Application Audit and Vulnerability Audit and Penetrating testing of the web application/website/portal done by a Government CERT-In empaneled security auditor. The selected bidder would be required to share the complete details of the audits along with copies of all communication and bug reports / removal and acceptance by the audit agency, written or otherwise. All expenses towards all above security audits shall be borne by the bidder initially and to be paid by State Climate Action Cell / MPCB after getting the compliance certificate from the audit agency.

The security audit shall be conducted once before GO-Live of the system and annually once during annual maintenance contract period. Total 5 times.

### 3.6.3 Training

The Successful bidder shall provide the following training:

1. Overview of the system Software and overall system architecture to departmental users.
2. A detailed technical demonstration to the departmental users.
3. A user manual should be provided which should be used as a reference guide for content managers. The user manual shall be provided in editable format (MS Word) besides providing a hard bound copy for content managers. The bidder shall provide application training and handholding to new users or refresher training to old users.
4. Training material / kits to be used in trainings should be arranged by the Agency during training provision.
5. Training delivery will be conducted at offices / sites as per the convenience of State Climate Action Cell. This will happen in logically made groups of attendees and will be finalized by the Agency in consultation with the State Climate Action Cell.
6. Training shall be conducted as specified below:

Sr. No.	Particulars	Description
1.	Training	Training for employees as informed by State Climate Action Cell Prior to Go- Live and after successful Go-Live of the portal.
2.	Refresher Training	Refresher training shall be conducted for employees as informed by State Climate Action Cell within 6 months after final Go-Live.

### 3.6.4 Operational Acceptance

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

1. Bidder must host the services from a cloud-based data Centre in compliance to RFP requirements.
2. In the go-live phase, Bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with State Climate Action Cell and validated by State Climate Action Cell.
3. It is the responsibility of the Bidder to provide for UAT environment.
4. Based on the test results noted during UAT and during Stabilization, required changes will be carried out and tested. Post this, State Climate Action Cell will officially launch the portal and operational acceptance will be complete.

### 3.6.5 Unit Test

1. Each module or component should be fully tested independently before integration into overall system.
2. All specified functionalities should exist. This testing verifies the as-built program's functionality and performance with respect to the requirements for the software product.
3. All System functions that are accessed through menus should be tested
4. Testing System Interfaces.
5. After each system has been fully integrated to create a larger system, each system or sub- system must have a defined interface which will be used to call another program component.
6. Parameter interface: Data and function references are passed from one component to another.

7. Measuring response time, throughput, and availability of contents.
8. Monitoring Resource Utilization.

### **3.6.6 Complete System Acceptance**

At the end of the System Acceptance period, State Climate Action Cell will acknowledge complete system acceptance in writing to the Successful bidder upon completion of the following:

1. All required activities as defined in the bid document including all changes agreed by State Climate Action Cell and delivered by the Successful bidder and accepted by State Climate Action Cell.
2. All required documentation as defined in this bid document including all changes agreed by MPCB and delivered by the Successful bidder and accepted by State Climate Action Cell / MPCB.
3. All required training as defined in this bid document and delivered by the Successful bidder and accepted by State Climate Action Cell.
4. All identified shortcomings/defects in the systems have been addressed to State Climate Action Cell's complete satisfaction.

The bidder must agree to above criteria for complete system acceptance and further agrees that:

1. It will provide without additional charge to State Climate Action Cell and in a timely manner, all additional services and products not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance.
2. In order to accept the system, State Climate Action Cell must be satisfied that all of the work has been completed and delivered to MPCB's complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Bidder in the presence of State Climate Action Cell staff.

### **3.6.7 Inspection and Testing**

1. The inspection of installed system, services shall be carried out to check whether the services are in conformity with the mentioned in the tender. The bidder will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the State Climate Action Cell.
2. The acceptance test will be conducted by State Climate Action Cell, or any other person nominated by the Department, at its option. There shall not be any additional charges

for conducting acceptance tests. All software should be complete. The bidder shall maintain necessary log in respects of results of the tests to establish to the entire satisfaction of the Department, the successful completion of the test specified.

3. In the event of software failing to pass the acceptance tests, a mutually agreed period (not exceeding 15 days) will be given to rectify the defects and clear the acceptance test, failing which the State Climate Action Cell reserves the rights to get the product replaced by the bidder at no extra cost to State Climate Action Cell.

### **3.6.8 Content Creation and Updating**

The contents to be published shall be created and updated by State Climate Action Cell throughout the contract period.

The selected Bidder has to upload the contents shared by State Climate Action Cell as per requirement during the contract period. After receipt of the contents from the State Climate Action Cell, the selected Bidder has to perform preliminary quality checks, upload it on the portal and submit report back to State Climate Action Cell about successful upload.

### **3.7 Service Level Agreement**

SLA is the contract between State Climate Action Cell and the Successful bidder. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by State Climate Action Cell in the Service Level Agreement with Successful bidder.

In the event if it is noticed / reported that Service Level mentioned below is breached, State Climate Action Cell may impose penalty. Penalty shall be calculated by State Climate Action Cell and informed to selected bidder as per operational performance provided by agency. Penalty deduction would be done by State Climate Action Cell on quarterly basis from the quarterly bills payable during maintenance period.

The amount of penalty for Pre-Implementation SLAs shall be deducted from the payable bills by State Climate Action Cell. The amount of penalty for Post Implementation SLAs if any will be deducted from the bills payable to vendor.

The discretion to waive the penalty if informed and found justifiable, will be with Hon. Member Secretary, MPCB / State Climate Action Cell. In case of any disputes, same will be settled at level of Hon. Member Secretary, MPCB / State Climate Action Cell.

The Successful bidder has to comply with all Service Level Agreements (SLAs) defined below

## Implementation of Web Portal for State Climate Action Cell at MPCB

to ensure adherence to project timelines, quality and availability of services.

Pre-Implementation SLA:

Definition	Timely Delivery includes all the scope items of the proposed web portal system and its components
Service Level Requirement	All the deliverables defined in the contract has to be submitted on time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in number of weeks of delay from the date of submission as defined in the project contract.
Penalty for non-achievement of SLA Requirement	Delay of every week would attract a penalty per week as per the following: For Web Portal System = 2 X Per Week Penalty The total penalty would be generated by the product of the above and the number of weeks delay. The Penalty per Week for delay in any Software component is Rs. 5,000/-

### 3.7.1 Post Implementation SLA

The Successful bidder would get an initial period of SLA holiday, i.e., a time period for which SLAs will not be applicable. This time should be utilized by the Successful bidder to stabilize the system and to ensure adherence to the performance standards laid down in this RFP. The SLA holiday period is one month after successful stabilization completion of the web portal system i.e., installation, commissioning, and acceptance by MPCB official.

#### 1. System Uptime

The bidder shall ensure that the web portal system is up and functional 24x7 during annual maintenance period. For the purpose of service level assurance, the downtime shall be calculated on monthly basis. The overall up time of web portal system should maintain a minimum of 96% or more on monthly basis. The table below shows the calculation for the down time and applicable penalty in term of percentage (%).

Sr. No.	Uptime of the system	Per Month Penalty
1.	96% or more	NIL
2.	>=94% & < 96%	2% of the total monthly payment (on monthly basis)
3.	>=92% & < 94%	4% of the total monthly payment (on monthly basis)
4.	>=91% & < 92%	6% of the total monthly payment (on monthly basis)

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5.	>=90% &< 91%	8% of the total monthly payment (on monthly basis)
6.	< 90%	10% of the total monthly payment (on monthly basis)

### 2. Resolution Time

Definition	Time in which a complaint / query is resolved after it has been reported by State Climate Action Cell to the successful Bidder								
Service Level Requirement	<p>Any query after being given a response should be classified for resolution in following three categories.</p> <p>(i) Resolution Level 1 (R1): Queries regarding issues which has the greatest impact wherein the user is not able to perform his/her regular work; For example, web portal is down and non-accessible</p> <p>(ii) Resolution Level 2 (R2): Queries regarding issues which has medium impact wherein the user is partially able to perform his/her regular work; For example, user is able to perform most of his normal work but can't download / export certain document / data.</p> <p>(iii) Resolution Level 3 (R3): Queries regarding issues which have the least/no impact involving cosmetic changes. For example, certain published content is not visible on the portal, etc.</p> <p>The Bidder should provide service as per the following standards:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Type of query</th> <th style="text-align: center;">Resolution time</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">R1</td> <td style="text-align: center;">4 Hrs.</td> </tr> <tr> <td style="text-align: center;">R2</td> <td style="text-align: center;">6 Hrs.</td> </tr> <tr> <td style="text-align: center;">R3</td> <td style="text-align: center;">8 Hrs.</td> </tr> </tbody> </table> <p>(R1, R2, R3 will be finalized with details with Successful bidder after Go-Live)</p>	Type of query	Resolution time	R1	4 Hrs.	R2	6 Hrs.	R3	8 Hrs.
Type of query	Resolution time								
R1	4 Hrs.								
R2	6 Hrs.								
R3	8 Hrs.								
Measurement of Service Level Parameter	The service level would be defined in the number of days calculated from the date of logging the call/raising the request with the successful bidder including holidays.								
Penalty for non-achievement of SLA requirement	<p>Delay of every day would attract a penalty per day as per the following:</p> <p>For R1 = INR 1000/- Per 4 Hrs. Penalty</p> <p>For R2 = INR 500/- Per 6 Hrs. Penalty</p> <p>For R3 = INR 250/- Per 8 Hrs. Penalty</p> <p>The software / tool shall be provided by the bidder for calculating the down time of system.</p>								

### 3.8 Compliance of Standards

The website/Portal shall be fully compliant as per the following Guidelines:

1. e-Governance Standards of GoI
2. Framework for Mobile governance issued by GOI- Jan 2012
3. e-Governance Policies of GoI and GoM / DIT
4. GoI Guidelines of Websites
5. W3C Standards
6. WCAG standards like 2.0 AA, xHTML1.0 or latest
7. Website Guidelines by DIT, GOM

### 3.9 Copyright

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of State Climate Action Cell. The Successful bidder will transfer to the Department all Intellectual Property Rights in the Software developed. The bidder shall relinquish to the Department source code of the developed portal within fifteen (15) days from the date of acceptance of the system. The source code supplied to the Department shall at all times be a complete, accurate, and up to date copy corresponding exactly to the current production release of the software.

### 3.10 Hosting, Operations and Maintenance

The Bidder should host the system on a cloud-based server model. The bidder shall provide details for computing, storage, security, network infrastructure based on scope of work defined and should explain the same to State Climate Action Cell officials.

All the data created/captured within the scope of this RFP shall also be the property of the State Climate Action Cell.

State Climate Action Cell may request Bidder to scale up or scale down the IT infrastructure as per its requirements. It is the responsibility of the selected bidder to get the Hosting done on the cloud data center which confirms to the conditions mentioned below and provide services accordingly.

#### 3.10.1 Minimum Technical Specifications for cloud-based DC Site

1. Cloud Infrastructure should be hosted in a Data Centre (DC) should be at least Tier III situated in India and must have been operational for more than 2 years. The certificate should be submitted along with the Bid. DC should be available in Maharashtra.
2. 24x7x365 days Network Operation Centre for monitoring and management of systems including database and web server.



## Implementation of Web Portal for State Climate Action Cell at MPCB

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3. The uptime of the data center shall be 99.98% and Cloud Platform availability should be 99.95% uptime. The Cloud platform should have the facility to check online usage reports.
4. Data Centre should be ISO 27001 with well-planned and structured escalation procedures and operations framework. It should be focused on DC business and strong Managed Services.
5. The bidder shall Procure, Install, Configure and maintain licensed software required for proper hosting of website with latest anti-virus with all critical updates to be installed in the cloud server.
6. The bidder shall notify the client for new Cloud server and other system software patch updates; Client / application provider has to test the patches for application compatibility and intimate bidder to roll-out the same. Major patching / update which requires system downtime has to be informed well in advance and should be undertaken only after State Climate Action Cell's / MPCB's confirmation.
7. The cloud service provider should have a Disaster Recovery Server in a different Seismic Zone.
8. The bidder should provide adequate security framework and infrastructure to ensure the security of the application hosted in DC. Fire wall with IPS, IDS for primary servers should be provisioned.
9. Bidder should provide Monitoring and Managed Services for Cloud infrastructure. The monitoring and managed services should include vCPU, Memory, Storage and Network utilization. Such utilization report should be sent to State Climate Action Cell every week.
10. Bidder should have a governance structure in place to report to State Climate Action Cell's / MPCB's team on daily, weekly and monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status and provide web-based monitoring tools for Website user hits, traffic, bandwidth etc. The firm should provide monitoring alerts on a real-time basis on web-based console via SMS and via email for firewall / Bandwidth usage.
11. The bidder shall also provide SMS/email-based alert for scheduled/unscheduled server downtime and maintenance activities.
12. Service provider should do 24 x 7 x 365 security monitoring of this State Climate Action Cell website to detect attacks and alert about suspicious events that may lead to breach of security.
13. Cloud Server Downtime – The Bidder should provide alerts on cloud Server downtime via email. System generated monthly downtime reports should also be provided.

14. Vulnerability testing on a quarterly basis. Reporting of the same on a quarterly basis.
15. All Security Requirements like HTML/ SQL Injections, application of Stored Procedures etc. should be taken care of.

### **3.10.2 Backup and Preventive Maintenance**

The selected bidder shall provide for backup management services (conduct regular backups and restoration (if required), of critical data and systems. The activities shall include:

1. Backup of operating system, database and application as per stipulated policies.
2. Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
3. Ensuring prompt execution of on-demand backups of volumes, contents, files, and database applications whenever required by State Climate Action Cell or in case of upgrades and configuration changes to the system.
4. Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
5. Prompt problem resolution in case of failures in the backup processes.
6. On-going support for contents, file, and folder restoration requests.
7. The Implementation Agency should define and indicate the preventive maintenance schedule and procedure. Any special tools/ instruments/ equipment's' required carrying out the preventive and break down maintenance of the system offered should be clearly indicated and offered to department by the selected bidder at no extra cost.
8. The average CPU utilization of the environment (application and database servers) must never go beyond 70%. Should a breach in CPU utilization occur, the environment needs to be optimized and / or upgraded to bring the level of CPU utilization below the 70% mark.

### **3.10.3 Internet / Network connectivity**

1. The necessary internet / network connectivity is in bidder's scope to make web portal system accessible to the intended users considering optimum performance levels. It is suggested to have minimum bandwidth of 8 Mbps.
2. The bidder shall propose the Network topology based on the solution architect.
3. The bidder shall ensure network connectivity all the time.

### 3.11 Engagement Model

#### 3.11.1 Payment Terms

1. No advance payment against purchase/work order will be given.
2. State Climate Action Cell / MPCB shall pay to the selected Agency for the milestones mentioned in table below:

Sr. No.	Milestones	Description	Timelines	Payment Terms
1.	Day of receipt of Acceptance		T0	NA
2	Submission of detailed project plan and detailed SRS (including plan documents)		T1 = T0+ 2 Weeks	NA
3.	Web Portal System for State Climate Action Cell	Development / customization, testing, installation, and GO-Live of Web Portal System for State Climate Action Cell / MPCB.	T2 = T1 + 3 Months	90% against successful Go-Live of the web portal system from cloud. Successful bidder has to submit all the supporting documents, approvals along with the bill.
4.	System Stabilization	Stabilization of the Web Portal System post GO-Live.	T3 = T2 + 2 Weeks	10% against acceptance of successful stabilization of web portal system from cloud. Successful bidder has to submit all the supporting documents, and stabilization approvals.
5.	Trainings	Impart trainings to the State Climate Action Cell / MPCB employees before Go-Live and Refresher trainings within 6 months after Go-Live and submission of training documents. The trainings to be imparted to users as and when required during annual maintenance contract period.	T3 = T2 + 2 Weeks	

## Implementation of Web Portal for State Climate Action Cell at MPCB

Sr. No.	Milestones	Description	Timelines	Payment Terms
6.	Hosting the web portal system on public cloud	Setup, configuration, end-to-end management of Cloud hosting required for smooth running of web portal system after Go-Live including 5 years annual maintenance contract.	T4 = T2 + 5 Years	100% on quarterly basis. Successful bidder has to submit all the supporting documents, reports, query resolutions, approvals, etc. along with the bill.
7.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and once a year during Annual Maintenance Contract. Total 5 times.	1 before GO-Live and annually during Annual Maintenance Contract.	100% against submission of the Security audit certificate issued by CERT-IN empaneled agency. Along with the bill, successful bidder has to submit documents including Certificate, audit observations by the CERT-IN empaneled agency and closure of the audit observations.
8.	Annual Maintenance Contract (AMC)	1. Annual Maintenance Contract for the delivered web portal system post Go- Live for 5 years by through offshore model	T5 = T3 + 5 Years	Quarterly basis. Along with bill, successful bidder has to submit documents including Monthly activity report about web portal system, system performance report as per defined schedule and monthly report on servers hosted on cloud

3. All the payment shall be released by State Climate Action Cell / MPCB, after submission of bills by the agency and supporting documents stated above.
4. The bills (Signed commercial invoices) must be indicated the details of the procurement, the work done (no. of stage of the work mentioned above) with details of taxes inclusive in the rates.
5. The bills will be accepted only after submission of Security Deposit of 10% of total contract value (TCV) as per requirement.

### **3.12 Exit Management**

1. Agency will hand over the entire project asset created during the Implementation for successful handover of the project. This process will be initiated 3 months before the ending of the project contract. In order to align both the parties on transition modalities, Agency will submit a detailed Exit Management Plan before 6 months of the ending date of the contract. Exit Management Plan will include following but limited to:
  - a. Detailed inventory of all the assets, IT Infrastructure, source code, its location, condition, licenses, documents, manuals, etc. created under the Project.
  - b. Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
  - c. Proposal for necessary setup or institution structure required at State Climate Action Cell / MPCB level to effectively maintain the project after contract ending.
  - d. Training and handholding of State Climate Action Cell Staff or designated officers for maintenance of project after contract ending.
2. State Climate Action Cell will approve this plan after necessary consultation and start preparation for transition.

#### **4. General Conditions of Contract**

##### **4.1 Governing Laws**

The Contract shall be governed by and interpreted in accordance with the laws of India.

##### **4.2 Confidential Information**

1. State Climate Action Cell and the Successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
2. The Successful bidder shall not use the documents, data, and other information received from MPCB for any purpose other than the services required for the performance of the Contract.

##### **4.3 Change in Laws and Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful bidder has thereby been affected in the performance of any of its obligations under the Contract.

##### **4.4 Force Majeure**

1. The Successful bidder shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful bidder. Such events may include, but not be limited to, acts of State Climate Action Cell in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the Successful bidder shall promptly notify State Climate Action Cell in writing of such condition and the cause thereof. Unless otherwise directed by State Climate Action Cell in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 4.5 Change Orders and Contract Amendments

1. State Climate Action Cell may at any time order the Successful bidder to make changes within the general scope of the contract,
2. Prices to be charged by the Successful bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Successful bidder for similar services.

### 4.6 Settlement of Disputes

#### 4.6.1 Performance of the contract

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. State Climate Action Cell / MPCB and the Successful bidder shall make every effort to resolve disputes amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract will be settled first at the level of Member Secretary, MPCB / State Climate Action Cell.

#### 4.6.2 Arbitration

1. For any dispute in the matter the same will be settled at the level of Member Secretary, MPCB / State Climate Action Cell will be final.
2. The decision of the Member Secretary, MPCB / State Climate Action Cell shall be final and binding upon both parties.

### 4.7 Extensions of Time

1. If at any time during performance of the Contract, the Successful bidder should encounter conditions impeding timely delivery of the Services, the Successful bidder shall promptly notify State Climate Action Cell in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful bidder's notice, State Climate Action Cell shall evaluate the situation and may at its discretion extend the Successful bidder time for performance in writing.
2. Delay by the Successful bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in State Climate Action Cell unless an extension of time is agreed mutually.

## **4.8 Termination**

### **4.8.1 Termination by State Climate Action Cell**

1. State Climate Action Cell may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (11) of this GCC Clause 4.8.1. In such an occurrence, State Climate Action Cell shall give a not less than 30 days' written notice of termination to the Successful bidder.
2. If the Successful bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as State Climate Action Cell may have subsequently approved in writing.
3. If the Successful bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If, in the judgment of State Climate Action Cell has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
6. If the Successful bidder submits to the State Climate Action Cell a false statement which has a material effect on the rights, obligations, or interests of State Climate Action Cell.
7. If the Successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to State Climate Action Cell.
8. If the Successful bidder fails to provide the quality services as envisaged under this Contract, State Climate Action Cell may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. State Climate Action Cell may decide to give one chance to the Successful bidder to improve the quality of the services.
9. If State Climate Action Cell, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
10. In the event State Climate Action Cell terminates the Contract in whole or in part, pursuant to GCC Clause 4.8.1, State Climate Action Cell may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful bidder shall be liable to State Climate Action Cell for any additional costs for such similar services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.

### **4.8.2 Termination by Bidder**

The Successful bidder may terminate this Contract, by not less than 30 days' written notice to State Climate Action Cell, such notice to be given after the occurrence of any of the events specified in paragraphs (1) through (3) of this GCC Clause 4.8.2:



1. If, as the result of Force Majeure, the Successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
2. If State Climate Action Cell is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the Successful bidder may have subsequently approved in writing) following the receipt by State Climate Action Cell of the Successful bidder notice specifying such breach.

### **4.8.3 Payment upon Termination**

Upon termination of this Contract pursuant to GCC Clauses 4.8.1 or 4.8.2, the MPCB shall make the following payments to the Successful bidder:

1. If the Contract is terminated pursuant to GCC Clause 4.8.1 (10) or 4.8.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
2. If the agreement is terminated pursuant of GCC Clause 4.8.1 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the State Climate Action Cell may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the State Climate Action Cell. Applicable under such circumstances, upon termination, the State Climate Action Cell may also impose liquidated damages. The Successful bidder will be required to pay any such liquidated damages to State Climate Action Cell within 30 days of termination date.

### **4.8.4 Assignment**

If Successful bidder fails to render services in stipulated timeframe and as per schedule, State Climate Action Cell, at its discretion and without any prior notice to Successful bidder, may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

### **4.9 Other Conditions**

1. The Successful bidder should comply with all applicable laws and rules of GoI/GoM.
2. Data Entry Operator / Surveyor / Supervisor etc. deployed by the Successful bidder shall not have right to demand for any type of permanent employment with MPCB or its allied Offices.

### **4.10 Risk Purchase**

In case the Successful bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, misconstruction or illicit withdrawal, the Hon. Member Secretary, MPCB / State Climate Action Cell reserves the right to procure the same or similar services from the alternate sources at risk, cost, and responsibility of the Successful bidder.

### 4.11 Delays in bidder's performance

1. If at any time during performance of the contract, the bidder may encounter conditions impeding performance of the services, the bidder shall promptly notify State Climate Action Cell in writing of the facts of the delay, its likely duration and its causes.
2. As soon as after receipt of bidder's notice, State Climate Action Cell shall evaluate the situation and may at its discretion, extend the bidder's time for performance with or without penalty in which case the extension shall be ratified by the bidder by amendment of the contract but in no case, extension shall be given more than one time. For avoidance of doubt, delay in performance for reasons beyond control of the bidder or for reasons not attributable to the bidder or for reasons attributable to State Climate Action Cell, shall not attract any penalty.

### 4.12 Modification in requirements

State Climate Action Cell has given broad outline of web portal Project. The vendor has to ensure fulfillment of all requirements for implementation of web portal project. However, due to change in Govt. / policy or due to unavoidable circumstances, State Climate Action Cell's requirement, the vendor has to modify the software etc. as per business needs during the contractual period, without any additional cost or any upward revision in rates.

### 4.13 Bidder's integrity

The bidder is responsible for oblige to conduct all contracted activities as defined in the scope of work in accordance with contract.

### 4.14 Bidder's obligation

1. The bidder is obliged to work closely with State Climate Action Cell's staff, act within its own authority and abide by directives issued by State Climate Action Cell.
2. The bidder will abide by the job safety measures prevalent in India and will free State Climate Action Cell from all demand or responsibilities arising from accidents or loss of life the calls of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold State Climate Action Cell responsible or obligated.
3. The bidder is responsible for managing the activities of its personnel will hold itself responsible for any misdemeanor.
4. The bidder will treat as confidential all data and information about State Climate Action Cell, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party. State Climate Action Cell will treat as confidential all data and information about bidder, obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party.

#### **4.15 Corrupt or Fraudulent Practices**

The State Climate Action Cell / MPCB requires that the bidder under this bid document, observe the highest standards of ethics during the execution of this contract.

#### **4.16 Interpretation of the clauses in the bid document / contract document**

In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the State Climate Action Cell's interpretation of the clauses shall be final and binding on all parties.

#### **4.17 Licenses for supplied software**

The bidder shall provide the required licenses for database, server, software etc. being used at all levels.

#### **4.18 Non-Exclusivity, License Fee, IPR**

In case where pre-existing software or hardware are customized/modified for State Climate Action Cell used by the bidder, the IPR for the same shall rest with the bidder only. However, bidder must agree to provide State Climate Action Cell the rights to use this product and provide source code even beyond the Service Provider Agreement at mutually agreed terms.

## 5. Guidelines for Pre-Qualification Bid

### 5.1 Checklist for the documents to be included in the Pre-Qualification Envelope

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	Proposal Page No.
PQ1	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR Indian Partnership Act 1932 as amended time to time.	a) General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.		
			b) Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed		
			c) Copy of PAN Card		
			d) Copy of GST Registration		
			e) Copy of Power of Attorney as per <b>Annexure G</b>		
PQ2	Turnover	The average annual turnover of the bidder from System ICT Systems Development and Implementation Work for the last three (03) audited financial years should be more than <b>INR 4 Cr.</b> (FY 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover from IT/ITES services is mandatory as per the format <b>Annexure H</b>		
PQ3	Net worth	Bidder shall have Positive Net Worth in	Audited Financial Statements (Balance Sheet and Profit & Loss		

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	Proposal Page No.
		each of the last <b>Three (03)</b> Financial Years. (FY 2020-21, FY 2021-22, FY 2022-23)	Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for Net worth as per the format <b>Annexure H</b>		
PQ4	Project Experience	<p>The Bidder should have experience of development, implementation, maintenance, and hosting of a dynamic website/portal for any Central/State Govt. /PSU/ ULB/ Private organization as per below:</p> <p><b>1 Project</b> of similar nature having value not less than <b>INR 0.70 Cr.</b> OR <b>2 Projects</b> of similar nature having value not less than <b>INR 0.50 Cr. each</b> OR <b>3 Projects</b> of similar nature having value not less than <b>INR 0.30 Cr. each</b></p>	<p>a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p> <p>c) Project Citation as per format specified in Clause 6.3</p>		
PQ5	Manpower Strength	The bidder should have 15 IT employees with	A self-certified letter signed by the		

**Implementation of Web Portal for State Climate Action Cell at MPCB**

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	Proposal Page No.
		either permanent PF account or professional tax account on bidder's payroll and should have relevant Experience in website development and maintenance, as on date of bid submission.	Authorized Signatory of the Bidder. <b>Annexure K</b>		
PQ6	Certificates	The Bidder should be registered with appropriate authorities under following: a. Employees Provident Fund AND b. Employees State Insurance Acts OR Group Insurance Schemes OR Contract Labour (Regulation and Abolition Act), as applicable to the bidder organization.	a) Attested copy of the Employee Provident Fund registration letter / certificate b) Attested copy of the Employee State Insurance registration letter / certificate or Attested copy of Group Insurance Schemes letter/ certificate or Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. c) Documents to be submitted, as applicable.		
PQ7	Certification	c) The bidder shall have active SEI CMMI Level 3 or its higher version certification valid as on last date of submission of bid.	Copy of valid certifications as on last date of submission of bid. Renewal stage document in case the certificate has expired,		

**Implementation of Web Portal for State Climate Action Cell at MPCB**

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	Proposal Page No.
		Or d) The bidder shall have active ISO 9001:2015 or its higher version certification valid as on last date of submission of bid.	and renewal is in-process.		
PQ8	Office in Maharashtra	The bidder shall have office in Maharashtra or shall open office in Maharashtra within 30 days from date of issuance of LOA/LOI	Copy of existing office address proof like 7/12 (satbara)/ lease agreement/utility bill in the name of the bidder  OR 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 <b>Annexure J</b>		
PQ9	Blacklisting	The Bidder should not be blacklisted by any Central Government/ State Government / Union Territory (UT) / Urban Local Body (ULB)/ PSU/This office in India for Unsatisfactory past performance, corrupt & fraudulent	A self-certified letter signed by the Authorized Signatory of the Bidder as per <b>Annexure I</b>		

**Implementation of Web Portal for State Climate Action Cell at MPCB**

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<b>Sr. No.</b>	<b>Basic Requirement</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted</b>	<b>Document Submitted (Yes/No)</b>	<b>Proposal Page No.</b>
		practices, or any other unethical conduct either indefinitely or for a particular period of time as on last date of submission of bid.			



## 5.2 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

To,

**The Member Secretary,**

Maharashtra Pollution Control Board,

Kalpataru Point, 3<sup>rd</sup> floor,

Opp. PVR Cinema,

Sion Circle, Sion, Mumbai-400 022

**Subject:** Submission of proposal in response to the RFP for Appointment of an Agency for Development of Web Portal for State Climate Action Cell at MPCB.

### **RFP Reference No:**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for "Appointment of an Agency for Development of Web Portal for State Climate Action Cell at MPCB". We attach hereto our responses to pre-qualification requirements and technical and financial 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 State Climate Action Cell / MPCB, 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 State Climate Action Cell / MPCB in its short-listing 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 180 days from the date of submission of Bid and ready to extend the validity of the bid for further period as informed by State Climate Action Cell. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

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/

## Implementation of Web Portal for State Climate Action Cell at MPCB

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organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone:

Email

Address:

### 5.3 Format to share Bidder's and Bidding Firms Particulars

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

Sr. No.	Information	Details
1.	Name of Bidding firm	
2.	Address and contact details of Bidding firm	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's Service Tax Registration No.	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
10.	Telephone number of contact person	
11.	Mobile number of contact person	
12.	Email ID of contact person	

Please submit the relevant proofs for all the details mentioned above along with your Bid response.

Authorized  
Signatory Name:

(Seal)

## 6. Guidelines for Technical Proposal

### 6.1 Checklist for the documents to be included in the Technical Envelope

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Y/N)	Proposal Page no.
TQ 1	Annual Turnover of Bidder during last 3 Financial years - (FY 2020-21, FY 2021-22, FY 2022-23)	20	>= INR 4 Cr. and < INR 6 Cr.	10	Audited Profit & Loss Account and Balance Sheet for (FY 2020-21, FY 2021-22, FY 2022-23) & suitable CA Certificate/Audited Profit & Loss Account and Balance Sheet.		
			>= INR 6 Cr. and < INR 8 Cr.	15			
			>= INR 8 Cr.	20			
TQ 2	<b>Project Experience:</b> The Bidder must have experience in “similar works” during last five (05) years as on last date of submission of bid as per following details: - One (01) project with “Similar works” costing <b>at least INR 0.70 Cr.</b> <b>OR</b> Two (02) projects with “Similar works” each costing <b>at least INR 0.50 Cr.</b> <b>OR</b> Three (03) projects with “Similar works” each costing <b>at least INR 0.30 Cr.</b>  <b>Similar works:</b> The projects should	40	Total Project Value of maximum any three projects submitted meeting the Criteria:		a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially		
			<b>Total Project Value</b> >= INR 0.70 Cr. and < INR 1.00 Cr.	30			
			<b>Total Project Value</b> >= INR 1.00 Cr. and < INR 1.50 Cr.	35			
			<b>Total Project Value</b> >= INR 1.50 Cr.	40			

**Implementation of Web Portal for State Climate Action Cell at MPCB**

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Y/N)	Proposal Page no.
	be web portal design, development, implementation and Operation and Maintenance for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULBs				completed project. d) Project Citation as per format specified in <b>Clause 7.2</b>		
<b>TQ 3</b>	<b>Manpower Strength:</b>  The bidder should have minimum 15 full time resources with IT/ITeS on its payroll as on date of submission of the bid.	10	>= 15 and < 20	5	A self-certified letter signed by the Authorized Signatory of the Bidder.  (Note: non-availability or less availability of manpower expertise on roll will score Zero (0) marks.		
			>= 20 and < 30	7			
			> 30	10			
	<b>Manpower expertise on roll:</b>	15	Software stack developers – Minimum 05 nos.	05			
			UI/UX developers – Minimum 02 nos.	02			
			Content designer, writer, researchers 02 nos.	02			
			Software Testers - Minimum 02 nos.	02			
			Database Experts – Minimum 01 nos.	02			
H/W, Network and System administrators one each type- Minimum 03 nos.	02						

**Implementation of Web Portal for State Climate Action Cell at MPCB**

<b>Sr. No.</b>	<b>Parameters</b>	<b>Max. Marks</b>	<b>Marks</b>		<b>Supporting Documents</b>	<b>Document Submitted (Y/N)</b>	<b>Proposal Page no.</b>
<b>TQ 4</b>	<b>Certification:</b> The bidder shall have active SEI CMMI Level 3 OR ISO 9001:2015 or its higher version certification valid as on last date of submission of bid.	05	ISO 9001: 2015	03	Copy of valid certifications as on last date of submission of bid. Renewal stage document in case the certificate has expired, and renewal is in-process.		
			➤ CMMi Level 3	03			
			➤ CMMi Level 4	04			
			➤ CMMi Level 5	05			
<b>TQ 5</b>	Technical Presentation & Demo of the system capability	10	Technical Presentation	10	Technical Presentation		

## 6.2 Technical Bid Cover Letter

(To be submitted on the Letterhead of the Bidder)

Date: DD/MM/YYYY

To,  
**The Member Secretary,**  
Maharashtra Pollution Control Board,  
Kalpataru Point, 3<sup>rd</sup> floor,  
Opposite PVR Cinema,  
Sion Circle, Sion, Mumbai-400 022

Sir,

Having examined the tender document the receipt of which is hereby duly acknowledged, I / we, the undersigned, offer to RFP for **Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB** for contractual period of Two years as required and outlined in the tender document.

I / We undertake, if our bid is accepted, to Supply, design, develop, install and commission **“Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB”** in accordance with the requirements.

If our bid is accepted, we will obtain the Security deposit of 10% of contract value for a period of 6 years and 4 months.

I / We agree to abide by this bid for a period of 180 days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to the terms & conditions mentioned in the tender document.

We are enclosing all necessary documents defined in qualification criteria and for assessment of technical bid.

**Implementation of Web Portal for State Climate Action Cell at MPCB**

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Dated this \_\_\_\_ day of \_\_\_\_\_

Signature (in the capacity of)

Duly authorized to sign Bid for and on behalf of Company

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

-----

----- CERTIFICATE AS TO AUTHORISED SIGNATORIES -----

I \_\_\_\_\_, the Company Secretary of \_\_\_\_\_, certify that  
\_\_\_\_\_ who signed the above Bid is authorized to do so and bind  
the company by authority of its board/ governing body.

Date:

Signature:

Name:

(Company Seal):



**6.3 Format to Project Citation**

<b>Sr. No.</b>	<b>Item</b>	<b>Details</b>	<b>Attachment Ref. Number</b>
1.	Name of the Project		
2.	Date of Work Order		
3.	Client Details with address and contact numbers		
4.	Scope of Work		
5.	Contract Value		
6.	Completion Date		

**Note:**

The Bidder is required to use above format for all the projects referenced by the bidder for the pre-qualification criteria and technical bid evaluation.

#### **6.4 Project Implementation Methodology**

The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

1. The Overall approach to the Project.
2. Detailed Work Plan.
3. Implementation Methodology and Strategy.
4. Team Structure, Domain Expert, and manpower dedicated CVs for the project duration.
5. Strength of the Bidder to provide services including examples or case-studies of similar work.
6. Project Organization and Management Plan.
7. Project Monitoring and Communication Plan– Bidder’s approach to project monitoring and communications among stakeholders.
8. Implementation plan– Bidder’s approach to implement the project.
9. Risk Management Plan – Bidder’s approach to identify, respond / manage and mitigate risks.
10. Quality Control plan - Bidder's approach to ensure quality of work and deliverables.
11. Escalation matrix during contract period.

**Note:**

1. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.
2. Inadequate information shall lead to disqualification of the bid.

## 7. Guidelines for Financial Proposal

### 7.1 Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

To,  
**The Member Secretary,**  
Maharashtra Pollution Control Board,  
Kalpataru Point, 3<sup>rd</sup> floor,  
Opposite PVR Cinema,  
Sion Circle, Sion, Mumbai-400 022

**Subject:** Submission of financial proposal in response to the RFP for **Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB.**

**Ref:**

Dear Sir,

We, the undersigned, offer to provide the services for “**Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB**” in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [*Insert amount(s) in words and figures*]. We are aware that any conditional financial offer will be outright rejected by State Climate Action Cell / MPCB. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of submission of Bid.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the  
signatory Name of Firm:

## **7.2 Financial Proposal Instructions**

1. State Climate Action Cell / MPCB may award entire scope or part of scope, mentioned in this document to the selected bidder.
2. State Climate Action Cell / MPCB does not guarantee the volume for the particular line items. The actual volume for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work is undertaken.
3. The rate quoted shall be inclusive of cost of detailed scope of work mentioned within the scope of this RFP
4. All the prices are to be entered in Indian Rupees ONLY.
5. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Traveling, Lodging and other related items.
6. The Rates should be inclusive of all the taxes.
7. The rates mentioned above shall be valid for the contract period i.e., 5 years post Go-Live and stabilization
8. CAPEX Cost shall not be more than 50% of total cost (CAPEX + OPEX).
9. State Climate Action Cell may use the same rate for the other area of Maharashtra as decided by State Climate Action Cell.
10. The bidder should fill rates for all the section of financial format (A, B, C,) mentioned here. If rate for any item is not mentioned, then the bid will be rejected by State Climate Action Cell.
11. Grand Total in Section C: Aggregation of Bid Value shall be considered for evaluation.
12. Just for calculation, fraction numbers up to 2 digits of the number will be rounded off to higher or lower digit with reference to 0.50. 0.50 will be rounded off to 1.
13. The amount mentioned in words shall be considered for calculation, decision making in case of discrepancies in numbers.

## Implementation of Web Portal for State Climate Action Cell at MPCB

### 7.3 Format for Financial Bid / Commercial Bid

Ref: MPCB RFP No:

Sr. No.	Milestones	Description	Quantity	Unit Cost Excluding Taxes (INR)	Total Cost Excluding Taxes (INR) (C=A x B)	Total Cost (Inclusive of GST) (D=C x GST %)
			(A)	(B)		
1.	Web Portal System for State Climate Action Cell	Development / customization, testing, installation, and GO-Live of Web Portal for State Climate Action Cell.	LS			
2.	Trainings	Impart trainings to the State Climate Action Cell employees before Go-Live and Refresher trainings within 6 months after Go-Live and submission of training documents. The trainings to be imparted to users as and when required during annual maintenance contract period.	LS			
3.	Hosting the web portal system on public cloud	Setup, configuration, end-to-end management of Cloud hosting required for smooth running of web portal system after Go-Live for 5 years (60 months).	60			
4.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and once a year during Annual Maintenance Contract. Total 5 times.	5			
5.	Annual Maintenance Contract (AMC)	Annual Maintenance Contract for the delivered web portal system post Go- Live for 5 years (60 months) through offshore model	60			
<b>Grand Total</b>						

Note: Consider 1 no. for quantities mentioned as “LS” in the financial bid mentioned above.

## 8. ANNEXURES

### Annexure A: Format for Financial Bid

#### (COMMERCIAL BID OR PRICE BID)

To,  
**The Member Secretary,**  
Maharashtra Pollution Control Board,  
Kalpataru Point, 3<sup>rd</sup> floor,  
Opposite PVR Cinema,  
Sion Circle, Sion, Mumbai-400 022

#### Ref:

Sir,

As per Terms & Conditions of tender document,

I/We \_\_\_\_\_ Address \_\_\_\_\_

Furnish the following rates for **Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB.**

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 bids.
2. **Taxes:** We have studied the clause relating to Indian Income Tax and hereby declare that if any applicable direct or indirect taxes (Foreign, Central, or State or Local), rates, duties, charges and levies (Foreign, Central or State or Local), except Service tax is altered under the law, we shall pay the same. If applicable, all taxes, duties, levies, and charges which are to be paid for the delivery of services have been paid by the Bidders in their respective countries.
3. **Deviations:** We hereby declare that all terms and conditions mentioned in RFP (all volumes, Annexures and Corrigendum) are acceptable to us without any deviation and all the services shall be performed strictly in accordance with the bid documents.
4. **Unit Rates:** We have indicated in the relevant schedules enclosed, the unit rates, wherever requested, for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.
5. **Qualifying Data:** We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
6. **Security Deposit:** We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed in RFP.

## Implementation of Web Portal for State Climate Action Cell at MPCB

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7. **Engagement Model:** We hereby agree to abide to the Scope of work, Project Payment Model and Engagement Model as prescribed in the RFP.
8. **Revenue from Advertisements:** We hereby agree to abide by revenue sharing model as mentioned in the RFP, for revenue generated from advertisements.

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 understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

**Implementation of Web Portal for State Climate Action Cell at MPCB**

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**Annexure B: Format for “Request for Clarification”**

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy and hard copy)

State Climate Action Cell		
Supply, Design, Develop, Installation, commission, maintain <b>“Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB”</b>	Bidders request for clarification	
Name of Organization submitting the request.		
Name and Designation of person submitting the request.		
Full address of the Organization including Phone and email of point of contact.		
Bidding document reference (s) (page no. & section no.)	Content of tender document requiring clarification	Points of clarification required

Place:  
Date:

Signature:  
Company Seal:



**Annexure C: Format for Self-Declaration**

Date: DD/MM/YYYY

To,  
**The Member Secretary,**  
Maharashtra Pollution Control Board,  
Kalpataru Point, 3<sup>rd</sup> floor,  
Opposite PVR Cinema,  
Sion Circle, Sion, Mumbai-400 022

**Sub:** Declaration for having experience in \_\_\_\_\_

**RFP Reference No:**

Dear Sir,  
I, authorized representative of\_, hereby solemnly confirm that the Company\_\_\_\_ has \_\_\_\_\_ the experience in \_\_\_\_\_ for \_\_\_\_\_ in supply and maintenance of **Web Portal solution** in single Project in India in last five (05) years as on last date of submission of bid.

Thanking you,

Yours  
faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone:

Email:

Address:

**Annexure D: Format for Security Deposit**

**(On Rs. 100/- Stamp Paper or appropriate amount of value)**

To,  
**The Member Secretary,**  
Maharashtra Pollution Control Board,  
Kalpataru Point, 3<sup>rd</sup> floor,  
Opposite PVR Cinema,  
Sion Circle, Sion, Mumbai-400 022

WHEREAS.....(Name of Bidder) hereinafter called "The Bidder" has decided to participate in the tender number , hereinafter called "Tender" published by State Climate Action Cell / MPCB, hereinafter called "MPCB".

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you a Bank Guarantee (of Nationalized Bank/scheduled bank) for the sum specified therein as Security Deposit for compliance with the Bidder's obligations in accordance with the Tender.

AND WHEREAS we have agreed to give the Bidder a guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to 10% of contract value and we undertake to pay you, upon your first written demand declaring the Bidder to be in default of the tender conditions and without cavil or argument any sums within the limit of 10% of contract value as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20 .....

(Signature and Seal of Bank)

Date:\_\_\_\_\_ Address:\_\_\_\_\_ Witness:\_\_\_\_\_

## Annexure E: Non-Disclosure Agreement

[Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, State Climate Action Cell / MPCB on the one hand, (hereinafter called the “MPCB”) and, on the other hand, [Name of the Bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

1. The “MPCB” has issued a public notice inviting various organizations for provision of **“Appointment of an Agency for Implementation of Web Portal System for State Climate Action Cell at MPCB, Mumbai (hereinafter called the “Project”)** of the MPCB;
2. The Bidder, having represented to the “MPCB” that it is interested to bid for the proposed Project,
3. The MPCB and the Bidder agree as follows:
  - a) In connection with the “Project”, the MPCB agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MPCB operations that are considered confidential.
  - b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
    - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
    - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
    - iii. use the information only as needed for the purpose of bidding for the Project;
    - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
    - v. undertake to document the number of copies it makes
    - vi. on completion of the bidding process and in case unsuccessful, promptly return to the MPCB, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
  - a) was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
  - b) is or becomes publicly known through no wrongful act of the Bidder; or

## Implementation of Web Portal for State Climate Action Cell at MPCB

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- c) is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the MPCB to the Bidder.
  6. MPCB will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
  7. MPCB reserves the right to share the information received from the bidder under the ambit of RTI Act.
  8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the MPCB to the Bidder, the MPCB shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the MPCB is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the MPCB on any copy of the information and shall reproduce any such mark or notice on all copies of such information.
  9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
  10. Upon written demand of the MPCB, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the MPCB forthwith after receipt of notice, and (iii) upon request of the MPCB, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
  11. This Agreement constitutes the entire Agreement between the MPCB and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
  12. Confidential information is provided "As-Is". In no event shall the MPCB be liable for the accuracy or completeness of the confidential information.
  13. This agreement shall benefit and be binding upon the MPCB and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
  14. This agreement shall be governed by and construed in accordance with the Indian laws.

**Implementation of Web Portal for State Climate Action Cell at MPCB**

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For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address:

**Annexure F: Declaration of Data Security**

To,  
**The Member Secretary,**  
Maharashtra Pollution Control Board,  
Kalpataru Point, 3<sup>rd</sup> floor,  
Opposite PVR Cinema,  
Sion Circle, Sion, Mumbai-400 022

Dear Sir,

We..... who are established and reputable bidder having office at ..... do hereby certify that MPCB shall have absolute right on the digital data and output products processed / produced by us. We shall be responsible for security / safe custody of data during processing.

We also certify that the data will not be taken out of the MPCB's premises on any media. The original input data supplied to us by State Climate Action Cell, and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of MPCB. We shall abide by all security and general instructions issued by MPCB from time to time.

We also agree that any data from our computer system will be deleted in the presence of MPCB official after completion of the project task.

Thanking you,

Yours faithfully,

**Annexure G: 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 **“Appointment of an Agency for Development and Maintenance of Web Portal for State Climate Action Cell at MPCB”**, including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

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

For  
Name:  
Designation:  
Date:  
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 Rs.100/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

**Annexure H: Financial Declaration of Bidder**

(To be submitted on Letterhead of Statutory Auditor of respective Bidders)

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:

- Financial Declaration of Bidder

Description	Financial Year(s)		
	A	B	C
<b>(All Currency in INR and Crores)</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
<b>Annual Turnover</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			
<b>Total Revenues</b>			
<b>Profit Before Taxes</b>			
<b>Profit After Taxes</b>			
<b>Average Annual Turnover = (A+B+C)/3</b>			

The Average Annual Turnover for ..... (Name of the Company) is INR <Insert Value> (Rupees <Insert Value in Words> and the ..... (Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (FY 20-21, FY 21-22, FY 22-23)

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

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone:

Email address:



## **Implementation of Web Portal for State Climate Action Cell at MPCB**

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### Notes:

1. Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.)
1. The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
2. Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and Other Member in case of Consortium) for each of the last 3 audited financial years FY 2020-21, FY 2021-22 and FY 2022-23 shall submitted as supporting evidence.

**Annexure I: Format for Declaration by the Bidder for not being Blacklisted /Debarred**

(To be submitted on the Letterhead of the responding company)

Date: DD/MM/YYYY

To

**The Member Secretary,**  
Maharashtra Pollution Control Board,  
Kalpataru Point, 3<sup>rd</sup> floor,  
Opp. PVR Cinema, Sion Circle, Sion,  
Mumbai-400 022

**Subject:** Declaration for not being debarred / black-listed by Central / any Government or PSU in India as on the date of submission of the bid

**Tender Reference No:**

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not debarred /blacklisted by any Government or PSU (as per qualification criteria) for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MPCB, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Performance Security.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone:

Email address:

**Annexure J: Undertaking for Opening Office in Maharashtra**

(To be submitted on the Letter of lead bidder)

Place:

Date: DD/MM/YYYY

To,

**The Member Secretary,**

Maharashtra Pollution Control Board,

Kalpataru Point, 3<sup>rd</sup> 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 30 days of award of work for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.

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

Yours Sincerely,

\_\_\_\_\_  
Signature of Notary (with official seal)

Name:

Designation:

Seal:

Business Address:

**Annexure K: Format for Declaration from HR department of the Bidder**

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

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

Dear Sir,

**Subject: HR Department Declaration-**

**RFP Reference No:** MPCB/

With reference to the subject RFP, we hereby declare that we have \_\_\_ employees working on our payroll or associated with us through proper binding agreement having minimum qualification as graduate in any stream and having minimum experience in the domains required to execute this assignment as per the requirements of the RFP. We are attaching herewith the Bio Data as per the format mentioned in the **Annexure N** of each of the proposed team member highlighting their Educational Qualification, Relevant Experience and major assignments handled in relevant field.

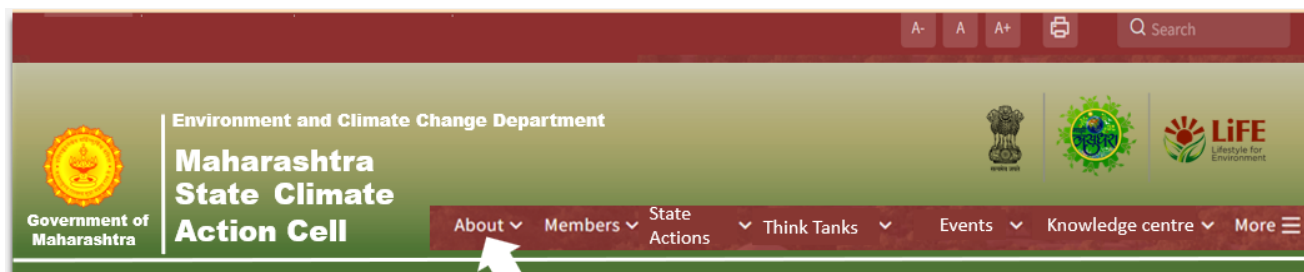
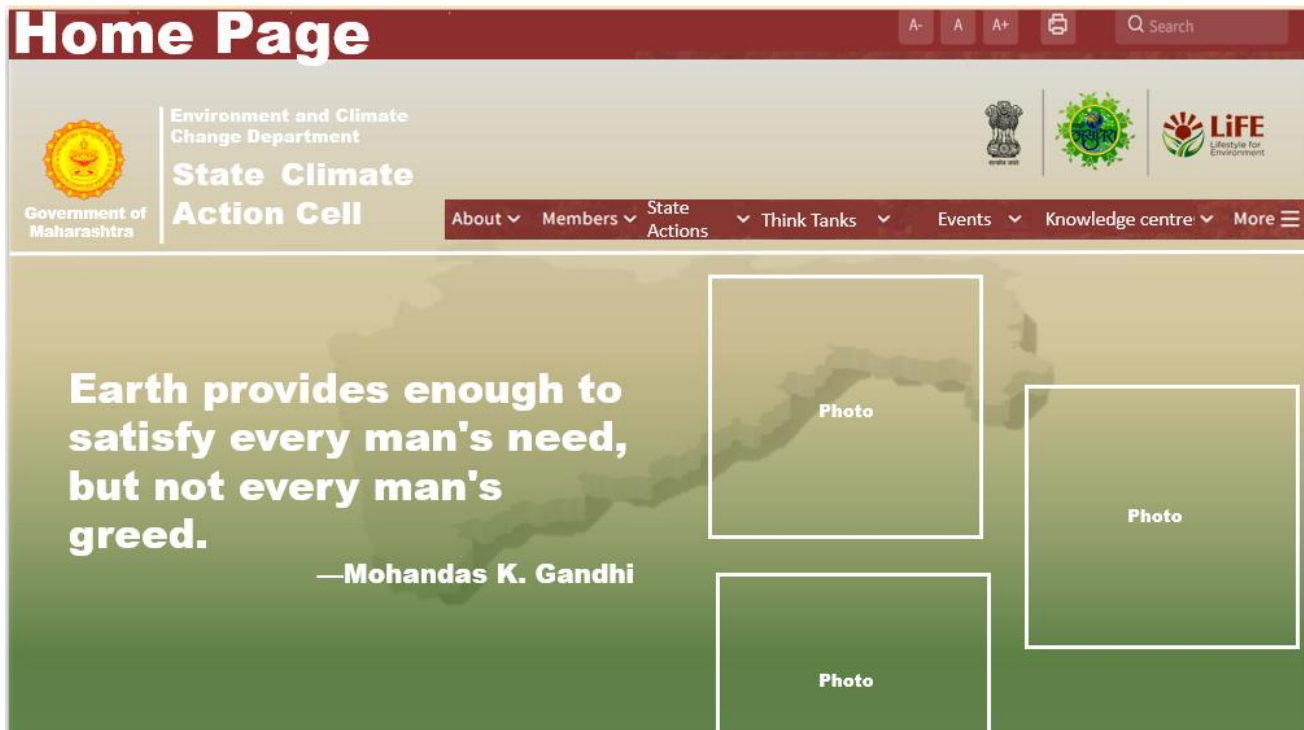
We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ PBG, as the case may be.

Yours sincerely,

Authorized Signatory/ HR Head  
(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Encl: CVs as per **Annexure N** of key members of the proposed project team.

### Annexure L: Sample web portal interface for reference



**Climate Action in Maharashtra** The National Action Plan on Climate Change (NAPCC) was developed in the year 2008 (June 30) by the then-Prime Minister's Council on Climate Change, GoI, and was formed with the aim of creating awareness among the representatives of the public, government agencies, scientists, industry and the community as a whole regarding the threats posed by climate change and the action plans required at the national, regional and local level to counter these changes. This was a very impactful step towards climate action.

**Maharashtra State Council on Climate Change** Drawing from the national level initiative, Maharashtra followed suit by establishing Maharashtra State Council on Climate Change in September 2008. This council, chaired by the Chief Minister, included Ministers from major line departments such as environment, agriculture, water resources, industries etc. The 19-member council also included experts like [Sunita Narain](#), [Jamshed Godrej](#), [Anu Agha](#), [RK Pachauri](#), [RA Mashelkar](#), [Anil Kakodkar](#) and [Ajay Mathur](#). This council awarded work on preparing the state's first ever climate action plan- Maharashtra State Adaptation Action Plan on Climate Change (MSAAPCC).

#### Maharashtra State Adaptation Action Plan on Climate Change

The MSAAPCC of Maharashtra focuses on eight key sectors i.e. agriculture, water, health, forests, rural development, urban development, disaster management and energy. The four priority areas considered for further assessment are agriculture and food systems, hydrology and water resources, biodiversity and risk management, coastal areas and livelihoods. MSAAPC was enhanced by prioritizing 14 actions from more than 50 recommended actions and further, cost-benefit analysis was undertaken for these. These were approved by the State Steering Committee on Climate Change, chaired by Hon'ble Chief Secretary on 15<sup>th</sup> March 2016. State Policy on Climate Change, was formulated vide GR (25<sup>th</sup> October 2017) which includes sector specific recommendations and sectoral action plans. Out of 50 recommendations from MSAAPC, 14 priority actions were identified by the Environment Department.

**Annexure M: Draft Conditions of Contract**

This AGREEMENT is made at \_\_\_\_\_, Maharashtra, on this \_\_\_ day of, \_\_\_ 2024,

BETWEEN

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

And

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

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

Whereas

Whereas MPCB has envisaged \_\_\_\_\_ (hereinafter referred to as the "said Project").

And whereas MPCB has published the RFP to seek services of a reputed Agency for \_\_\_\_\_.

And whereas M/s. ----- has submitted its proposal for \_\_\_\_\_.

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, hereinafter referred to as 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
9. Corrigendum, if any

**Implementation of Web Portal for State Climate Action Cell at MPCB**

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This Agreement sets forth the entire contract and agreement between the parties pertaining to “[Document title]” 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 State Climate Action Cell / MPCB to provide services 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, email. 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. Notice to the MPCB shall be properly addressed to:

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

and notice to the agency shall be properly addressed to:

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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 -----

**The Member Secretary,**  
For and on behalf of MPCB

Signed, sealed, and delivered

By -----  
For and on behalf of the “Agency”,

**Implementation of Web Portal for State Climate Action Cell at MPCB**

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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:

- 1. The stamp duty payable for the contract shall be borne by the Agency
- 2. 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

\*\*\*\*\***End of Document**\*\*\*\*\*