

# Maharashtra Pollution Control Board महाराष्ट्र प्रदूषण नियंत्रण मंडळ

# **Request for Proposal**

# For

# Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board

RFP Reference No.: 250306-FTS-0253 Date of Issue: 07/03/2025 Tender Price: ₹ 22,420.00/- (all taxes inclusive)

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

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#### Disclaimer

This Request for Proposal (**RFP**) for "**Implementation and Maintenance of Mobile App** (**Paryawaran**) System for Maharashtra Pollution Control Board" 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 MPCB, 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 MPCB, 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 MPCB. It does not, and does not purport to, contain all the information that a recipient may require for the purposes of 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 MPCB project, the regulatory regime which applies thereto and by and all matters pertinent to the MPCB Project and to seek its own professional advice on the legal, financial, and regulatory consequences of entering into any agreement or arrangement relating to the MOCB Project. MPCB shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

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

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

# Abbreviations

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

Abbreviation	Description	
PIC	Project Implementation Committee	
PKI	Public Key Infrastructure	
РоС	Proof of Concept	
PSU	Public Sector Undertaking	
RDBMS	Relational Data Base Management System	
RFP	Request for Proposal	
RTGS	Real Time Gross Settlement	
SEI	Software Engineering Institute	
SD	Security Deposit	
SIM	Subscriber Identity Module	
SLA	Service Level Agreement	
SQL	Structured Query Language	
SRS	System Requirement Specification	
SSL	Secure Sockets Layer	
S/W	Software	
TCV	Total Contract Value	
TCP/IP	Transmission Control Protocol / Internet Protocol	
TEC	Tender Evaluation Committee	
UAT	User Acceptance Testing	
ULB	Urban Local Body	
USB	Universal Serial Bus	
URL	Uniform Resource Locator	
UoM	Unit of Measurement	
UT	Union Territory	
W3C	World Wide Web Consortium	
WAN	Wide Area Network	
WCAG	Web Content Accessibility Guidelines	
XML	Extensible Markup Language	

#### **Tender Notice**

#### RFP Reference No.: 250306-FTS-0253

Date: 07/03/2025

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **"Implementation and Maintenance of Mobile App (Paryawaran) System for MPCB".** MPCB intends to solicit technical and commercial bids from prospective Bidders. The prospective firms may download the tender document from website <u>https://mahatenders.gov.in</u> on or before date mentioned in the RFP.

For complete details & formats of e-tender can also be obtained from website <u>https://mahatenders.gov.in</u> Tender form fee payment of **₹ 22,420.00/-** (Rupees Twenty-Two Thousand Four Hundred Twenty + 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.

#### NOTE:

- 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 "Invitation for Bids". Bidder should carefully note down the cut of dates for the carrying out each etendering 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 be 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 the 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 renderer 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.
- 7. Earnest Money Deposit: Bidders have to deposit EMD as mentioned under "Invitation for Bids" through Online Payment via net banking mode.
- 8. 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
- 9. 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. The cost of a tender form of  $\mathbf{\overline{\xi}}$  **22,420.00/-** (including GST) should be credited into MPCB fund account by online payment gateway, before opening of the technical Bid otherwise Bidders cannot participate in e-tendering.

- 10. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by a competent authority.
- 11. 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

#### 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 "Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board" as detailed in **Section 2.25** of this RFP document.
- 2) The complete bidding document shall be published on <u>https://mahatenders.gov.in</u> 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 the 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) Bidders are 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.

Sr. No.	Items	Description
1.	RFP Reference No.	250306-FTS-0253
2.	Name of the Project	RFP for <b>Implementation and Maintenance of</b> <b>Mobile App (Paryawaran) System for MPCB</b> .
3.	RFP Document Download Start / End Date & Time	Start Date: <b>07/03/2025 at 11:00 am (IST)</b> End Date: <b>24/03/2025 5:00 pm (IST)</b> Please visit the below mentioned e-Tendering website <u>https://mahatenders.gov.in</u>
4.	Last date to send in requests for clarifications	All the queries should be received on or before <b>13/03/2025</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 <b>Annexure B</b></agency's>

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

Sr. No.	Items	Description
		The Pre-Bid queries to be sent to the Email ID – <u>so@mpcb.gov.in</u>
5.	Date, Time, and Place of pre- bid meeting	<b>17/03/2025 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 to be shared before the pre-bid meeting.
6.	Last date (deadline)for submission of bids	24/03/2025 up to 5:00 pm (IST)
7.	Date and Time of opening of prequalification proposals	25/03/2025 at 5:00 pm (IST)
8.	RFP Document Fee to be paid via Online Payment Gateway mode only.	<b>₹ 22,420.00/-</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>₹ 1,70,000.00/-</b> (Rupees One-Lakh Seventy Thousand Only)
12.	Security Deposit	10% total contract value (TCV) within 7 days of issue of Work Order
13.	Signing of contract	Within 15 days of issue of Work Order
14.	Bid Validity Period	180 days from the date of submission of Bid
15.	Contract Period	<b>3 Years and 2 Months</b> from the date of signing of Contract Agreement
Offic Tel I Web	tact Person: cer: Shri. Dinesh Sonawane No: 022 24087295 osite: <u>https://mpcb.gov.in</u> .il: <u>eic@mpcb.gov.in</u>	

**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 to Maharashtra Pollution Control Board

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 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 the Environment Department, Government of Maharashtra.

Some of the important functions of MPCB are:

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

#### 2.2 Project Background

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 "Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board" 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 objective of implementation of Mobile App supported by integrated web portal system as a user-friendly platform to enable MPCB to collaborate with the larger community of *Paryawaran* concerned citizens for addressing environmental issues within Maharashtra.

#### 2.4 Consortium

Consortium is not allowed within the scope of this RFP.

#### 2.5 Sub-Contracting Conditions

Sub-Contracting is not allowed within the scope of this RFP.

#### 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 MPCB 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 MPCB and MPCB 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 MPCB and no copyright /patent etc. shall be entertained by MPCB.

#### 2.8 Bidder Inquiries

Bidders shall email their queries to the above-mentioned email address, in the format as prescribed in **Annexure B**. The response to the queries shall be published on the portals - <u>https://mahatenders.gov.in</u> and <u>https://mpcb.gov.in</u>. No telephonic queries shall be entertained thereafter. This response of MPCB shall become an integral part of RFP document. MPCB 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 shall be published on the e-Tendering Portal and shall be part of RFP.
- 2. The Bidders are advised to visit the aforementioned websites on a 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 MPCB deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP on the mentioned portals. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

#### 2.11 MPCB's right to terminate the process

MPCB may terminate the RFP process at any time without assigning any reason. MPCB 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 **₹ 1,70,000.00/-** (Rupees One Lakh Seventy 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 selected bidder will be returned only after submission of Security Deposit.
- 3. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to all Bidders (including the selected 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 Selected 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, then MPCB shall reject the bid and, if necessary, initiate action.
- 6. The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

#### 2.13 Authentication of Bid

The authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder as power of Attorney as per **Annexure G**, which shall be submitted with the Bid. All pages of the bid shall be signed and stamped by the person 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 summited with the bid, and English translation shall be validated at MPCB'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 MPCB 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. MPCB shall give notice to the selected bidder of any such claim and recover it from the bidder.

# 2.16 Data/ Documents/Software Prepared by Selected Bidder to be Property of MPCB

All plans, specifications, reports, customized software, other documents, patents, and data generated shall be absolute property of MPCB. The Selected 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 MPCB; and the MPCB reserves the right to grant or deny any such request. Software applications 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. The complete bidding process will be online (e-Tendering) in Three (3) envelope system. Submission of bids shall be in accordance with the instructions given in the Table below:

Particulars	Instructions		
Envelope A:	The Pre-qualification Proposal shall be prepared in accordance with the		
Pre-	requirements specified in this RFP and the formats prescribed in Section		
qualification 5 of this RFP.			
Proposal	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.		

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

- 2. Following points shall be kept in mind during submission of bids:
  - i. MPCB shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid, and rejected.
  - ii. 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.
  - iii. MPCB may seek clarifications from the Bidders on the technical proposal. Any of the clarifications by the Bidders 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.
  - iv. Financial Proposal shall not contain any technical information.
  - v. 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.
  - vi. It is required that 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.
  - vii. 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 the deadline shall be 180 days from the date of submission of the bid.

#### 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 particular requirements of the MPCB.

#### 2.22 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he/she 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 Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- 2. MPCB always reserves the right to postpone or cancel a scheduled Bid opening.
- 3. Bid opening shall be conducted in **Three stages**:
  - In the first stage, prequalification proposals shall be opened and evaluated as per the criteria mentioned under **Section 2.25** of the RFP together with **Section 2.26**.
  - In the second stage, technical Proposals of bidders who pass the prequalification criteria shall be opened and evaluated as the criteria mentioned under Section 2.27 of the RFP together with Section 2.28.
  - In the third 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. The financial bids shall be evaluated as per the criteria mentioned under Section 2.30.

- 4. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MPCB shall continue the 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. MPCB has the right to reject the bid after due diligence is done.

# 2.24 Evaluation Process

- 1. 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 the opening of the technical proposal.
- 3. TEC shall review the Technical Proposal of the prequalified Bidders as per **Sections 2.27 and 2.28** 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. Award of Contract shall be L1 basis i.e. Lowest Cost.
- 7. Please note that TEC may seek input from their professional, external experts in the Bid evaluation process.

# 2.25 Prequalification criteria

Sr.	Basic	Eligibility Criteria	Documents to be submitted
No.	Requirement		
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.	<ul> <li>a) General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.</li> <li>b) Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed</li> <li>c) Copy of PAN Card</li> <li>d) Copy of GST Registration</li> <li>e) Copy of Power of Attorney as per Annexure G</li> </ul>
PQ2	Turnover	The average annual turnover of the bidder from IT Services in the last Three (03) audited financial Years should be more than <b>₹ 5.00</b> Cr. (FY 2021-22, FY 2022-23, FY 2023-24)	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 services is mandatory as per the format <b>Annexure</b> <b>H</b>
PQ3	Net worth	Bidder shall have Positive Net Worth in each of the last Three (03) Financial Years. (FY 2021-22, FY 2022-23, FY 2023-24)	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 Mobile App and Associated System for any Central/State Govt. /PSU/ ULB/ as per below: 1 Project of similar nature having value not less than ₹ 0.70 Cr.	<ul> <li>a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.</li> <li>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</li> </ul>

Sr.	Basic	Eligibility Criteria	Documents to be submitted
No.	Requirement		
		OR 2 Projects of similar nature having value not less than ₹ 0.50 Cr. each OR 3 Projects of similar nature having value not less than ₹ 0.40 Cr. each	<ul> <li>mentioning the relevant scope of Work, having received the payment matching the 'Project Value up to system hosting' of the partially completed project.</li> <li>c) Project Citation as per format specified in Clause 6.3</li> </ul>
PQ5	Manpower Strength	The bidder should have minimum 15 IT (1 Software PM + 1 System Architect + 1 BA + 10 Software Developers + 1 Tester + 1 DBA) employees with either permanent PF account or professional tax account on bidder's payroll and should have relevant Experience in Mobile App System development, Implementation and Operation 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	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.	<ul> <li>a) Attested copy of the Employee Provident Fund registration letter / certificate</li> <li>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.</li> <li>c) Documents to be submitted, as applicable.</li> </ul>
PQ7	Certification	a) 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, and renewal is in-process.

Sr.	Basic	Eligibility Criteria	Documents to be submitted
No.	Requirement		
		<ul> <li>OR</li> <li>b) The bidder shall have active ISO 9001:2015 or its higher version certification valid as on last date of submission of bid.</li> </ul>	
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 Work Order	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 set up office in Maharashtra, on the 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 <b>Annexure I</b>

#### 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 written clarifications from the Bidders. The Committee may seek input 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 2.29**) and bidder must 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. MPCB reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 4. MPCB shall inform the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

## 2.29 Technical Evaluation Criteria

2021-22, FY 2022-23, FY 2023-24)>= ₹ 7 Cr. and $< ₹ 10 Cr.$ 15 $< ₹ 10 Cr.$ for (FY 2021-22, FY 202 23, FY 2023-24) & suita CA Certificate/Audited Profit & Loss Account a Balance Sheet.TQ 2Project 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 at least ₹ 0.70 Cr. OR Two (02) projects with "Similar works" each costing at least ₹ 0.70 Cr. OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each OR Cr. each Cr. each 	Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
The projects should include design development hosting	No. TQ 1	Annual Turnover of Bidder during last 3 Financial Years - (FY 2021-22, FY 2022-23, FY 2023-24) Project Experience: 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 at least ₹ 0.70 Cr. OR Two (02) projects with "Similar works" each costing at least ₹ 0.50 Cr. each OR Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each Similar works: The projects should include design, development, hosting, implementation and Operation and Maintenance Mobile App system (Mobile App + Supported Web Application + Backend	Marks 20	>= ₹ 5 Cr. and < ₹ 7 Cr. >= ₹ 7 Cr. and < ₹ 10 Cr. >= ₹ 10 Cr. Total Project Value of maximum any Three projects submitted meeting the Criteria: Total Project Value >= ₹ 0.70 Cr. and < ₹ 1.20 Cr. Total Project Value >= ₹ 1.20 Cr. and < ₹ 2.00 Cr. Total Project Value	15 20 30 35	<ul> <li>Audited Profit &amp; Loss</li> <li>Account and Balance Sheet</li> <li>for (FY 2021-22, FY 2022-23, FY 2023-24) &amp; suitable</li> <li>CA Certificate/Audited</li> <li>Profit &amp; Loss Account and</li> <li>Balance Sheet.</li> <li>a) Bidders shall submit</li> <li>copy of work order/</li> <li>contract agreement</li> <li>mentioning the relevant</li> <li>scope of Work.</li> <li>b) Completion Certificate</li> <li>from the client</li> <li>OR</li> <li>c) In case of on-going</li> <li>project, a Go-Live</li> <li>Certificate along with</li> <li>partial completion</li> <li>certificate from the</li> <li>client on client's letter</li> <li>head mentioning the</li> <li>relevant scope of Work,</li> <li>having received the</li> <li>payment matching the</li> <li>'Project Value up to</li> <li>system hosting' of the</li> <li>partially completed</li> <li>project.</li> <li>d) Project Citation as per</li> <li>format specified in</li> </ul>

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
<b>TQ 3</b>	Manpower Strength:	10	>= 15 and < 20	5	A self-certified letter signed
	• The bidder should have a		>= 20 and < 30	7	by the Authorized Signatory of the Bidder.
	minimum of 15 full time IT (1 Software PM + 1 System Architect + 1 BA + 8 Software Developers + 1 Tester + 1 DBA + 1 System administrator + 1 Network expert) resources expertise on its payroll as on date of submission of the bid.		> 30	10	(Note: non-availability or less availability of desired manpower expertise on roll will score Zero (0) marks. Bidder can share more no. of resources having same resources mix.)
	<ul> <li>OR</li> <li>The bidder should have a minimum of 20 full time IT (2</li> </ul>				(If deemed necessary, MPCB may verify the resources on roll of the Bidder).
	Software PMs + 1 System 2Architect + 1 BA + 12 Software Developers + 1 Tester + 1 DBA + 1 System administrator + 1 Network expert) resources expertise on its payroll as on date of submission of the bid.				
	OR				
	• The bidder should have a minimum of 30 full time IT (3 Software PMs + 2 System Architects + 1 BA + 18 Software Developers + 2 Testers + 2 DBA + 1 System administrator + 1 Network expert) resources expertise on its payroll as on date of submission of the bid.				
	On roll Manpower expertise:	15	full-stack web developers – ≥ 08 nos.	05	
			UI/UX developers $\ge 02$ no.	02	
			Software Testers - ≥ 02 no.	02	
			Database Experts - ≥ 02 nos.	02	

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
TQ 4	Certification:	05	System administrator - ≥ 01 no. Network expert - ≥ 01 ISO 9001: 2015	02 02 05	Copy of valid certifications
	The bidder shall have active SEI CMMI Level 3 for Development OR ISO 9001:2015 or its higher version certification valid as on last date of submission of bid.		OR SEI CMMi Level 3 for Development or Above	05	as on last date of submission of bid. Renewal stage document in case the certificate has expired, and renewal is in- process.
TQ 5	Technical Presentation and Demo of the Similar Work capability	10	Technical Presentation Understanding about the Scope of Work Approach and Methodology for Project Implementation including Timelines, Perceived Risks Vs Mitigation and O&M Showcase of Capability through Demonstration of Similar Project's Operational System	02 03 05	Presentation deck to be submitted as .ppt or .pdf. before presentation date.
	Total Marks	100	57510111		

#### Note:

The bidders who meet 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. MPCB reserves the right to visit the bidder's customer where such a similar project execution has taken place.

**Technical Presentation -** All expenses towards technical presentation and demonstration of the Similar Work capability shall be borne by bidders.

MPCB reserves the right to reject any bidder if the presentation and demonstration of the solution is found inappropriate.

## 2.30 Commercial Evaluation

- 1. Bidders who have scored an overall minimum 70 marks in the complete Technical Evaluation will be considered for the Financial Bid Evaluation.
- 2. The financial proposal of only the qualified Bidders based on Pre-Qualification criteria and Technical Criteria shall be opened for evaluation.
- 3. Financial bids of qualified bidders shall be considered for commercial evaluation.
- 4. The bidders will be ranked based on their financial bids for providing the lowest cost (Grand Total) as per financial format mentioned under section 7.3 Format for Financial Bid/Commercial Bid submitted as response to this RFP. The bidder securing the Lowest Cost will be adjudicated as the most responsive bidder and to be considered as L1 bidder for the award of the Project Contract.
- 5. If there is any discrepancy between words and figures of financial bid, 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 MPCB 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 MPCB.
- 7. MPCB reserves the right to confirm the responsive bidder as selected bidder subject to negotiations and approval of competent authority.

# 2.31 Award of Contract

# 2.31.1 MPCB's Right to Accept any Bid and to Reject any or All Bids

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

# 2.31.2 Work Order

Prior to the expiration of bid validity period, MPCB will notify the Selected Bidder in writing or by email, to be confirmed in writing by letter, that its bid has been accepted. The Work

Order will constitute the formation of the Contract. Upon the Selected Bidder's furnishing of Security Deposit, MPCB will promptly notify each unsuccessful bidder.

# 2.31.3 Signing of Contract

Selected Bidder to enter into a Contract agreement with MPCB within **15 days** from the date of issue of Work Order.

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

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

# 2.32 Non-Disclosure Agreement (NDA)

The Selected Bidder has to sign the Non- Disclosure Agreement (**Annexure E**) with MPCB. The NDA shall be signed by the authorized representative of the selected bidder.

# 2.33 Security Deposit

- The selected 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 3 Years and 5 months. It should be submitted within **7 days** of the receipt of the Work Order as an 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 MPCB may cancel the offer made to the bidder.
- 3. The security deposit will be forfeited if the Bidder has not fulfilled the terms and conditions as per bid document.
- 4. MPCB shall also be entitled to make any recoveries due from the selected bidder from security deposit submitted against this bid document. In such a case the bidder shall have to recoup the recovered security deposit amount within 10 days.
- 5. The security deposit shall be retained by MPCB for the period of Three (03) Years and Five (05) months from the date of submission of deposit. No interest shall be paid by MPCB on the amount of the Bid Security. Security Deposit shall be released after Three (03) Years Five (05) Months from the date of submission of security deposit or completion of all work whichever is later.

# 2.34 Bid Prices

The bidder shall submit bids for **"Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board"**, in the format given for financial bid. The validity of the Bid shall be 180 days from the date of submission of the bid.

#### 2.35 Bid Currency

The rates quoted shall be in Indian Rupees  $(\mathbf{R})$  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 being submitted. 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 prices.
- The bid is received in incomplete form.
- $\circ$   $\;$  The bid is received after the due date and time.
- The 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 selected bidder fails to enter into a contract within Fifteen (15) days of the date of notice of award of contract or within such an extended period, as fixed by MPCB.
- The 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

MPCB seeks the services of a qualified Agency for development, integration with WhatsApp, E-mail, Integration with internal systems of MPCB, implementation and maintenance of the Mobile App system. The Agency shall provide end-to-end managed services for development, implementation, hosting on App stores and cloud and maintenance of this mobile App system as described in sections below.

The overall scope of work shall include the items mentioned below:

Sr. No.	Particulars	Description			
1.	Implementation of Mobile Apps for MPCB	Development, testing, installation, and commissioning of Android and iOS based Mobile App for MPCB.			
2	Implementation of Web Portal System for MPCB	Development, testing, installation, and commissioning of Mobile App supported Web Portal System integrated with GIS base map area covering Maharashtra for MPCB.			
3.	Integration with WhatsApp, E-mail and the internal systems of MPCB.	Integration of the Mobile App system with WhatsApp, E-mail and internal systems of MPCB.			
4.	Hosting of Mobile Apps	Hosting of Android based App on Google Play App Store and iOS on based App on App Store.			
5.	Hosting of web portal system on public cloud	Setup, configuration, end-to-end management of Cloud hosting, network connectivity required for smooth running of integrated web portal system after Go-Live and stabilization.			
6.	Trainings	Impart training to the MPCB employees before Go-Live and submission of training documents. The trainings to be imparted to users as and when required during the annual maintenance period.			
7.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third- party Agency before Go-Live and Once during Annual Maintenance Contract on mutually agreed time during AMC. Total 2 times.			
8.	Operation and Maintenance (O&M)	Operation and Maintenance of the delivered Mobile Apps and integrated web portal system post Go- Live for Three (03) Years through onsite-offshore model.			

#### 3.1 Implementation of Mobile Apps for MPCB

The core of the *Paryawaran* Mobile Application initiative by Maharashtra Pollution Board is to use citizen participation to collaborate with and resolve the pollution specific issues identified and logged by the concerned citizens across Maharashtra.

This mobile App has been envisioned by MPCB as an effective tool towards enabling Paryawaran concerned citizens to have their grievances addressed by Maharashtra Pollution Control Board.

The Mobile Apps shall be implemented using both the Android and iOS operating systems.

Using the mobile App, the participating citizens will be able to take geotagged photo(s) of the concerned pollution affected location from different angles, fill-in few details about the grievance type and log the complaint.

Based on the geotagged location, System shall delegate the complaint to the concerned Field Officer (FO) of MPCB and then his/her reporting authority of the area to address the complaint and update the status within stipulated time of Seven (7) days.

## 3.1.1 Mobile Apps

Mobile Apps shall be developed using the latest state-of-the-art technology on Android and iOS platforms to enable the citizens with a secured, highly performing user-friendly interface. It includes, but is not limited to following functional capabilities:

- 1. User Management There will be two types of users i) Citizen users and ii) MPCB users to be managed by the system.
- 2. Access to mobile App Basic user login with mobile no., captcha and authentication using OTP through WhatsApp
- 3. Operation: The system shall work on real-time basis
- 4. Minimum functionalities of the Mobile App for citizen user include:
  - i. Logging of grievances with following features:
    - Option to key in WhatsApp no. of the citizen user
    - Login using mobile no., captcha and OTP received through WhatsApp
    - Selection of communication language as English or Marathi. Marathi language set to be default
    - Selection of type of major Environmental Pollution issues from the list
    - The list should include Water Pollution, Air Pollution, Litter, Noise Pollution, Plastic Pollution, Soil Contamination, Radioactive Contamination, Thermal Pollution, etc.
    - Based on the selection of the major Environmental Pollution Issues from the list, users should be allowed to select the concerned specific issue from the detailed populated list
    - Option to take geotagged photo(s) of the pollution affected area from multiple angles and upload the same
    - Option to add more textual information about the specific pollution issue being logged by the user
    - Option to Submit the issue

- Post successful submission of the environmental issue, generate and submit the unique grievance ID on the WhatsApp no. of the concerned user
- Share the progress update to the concerned user through WhatsApp
- 5. Minimum functionalities of the Mobile App for MPCB user should include: Review of grievances logged by citizen users of the area concerned with the MPCB staff with the following features:
  - Option to key in WhatsApp no. of the citizen user
  - Login using mobile no., captcha and OTP received through WhatsApp
  - System to detect user as MPCB staff
  - Multilingual support English and Marathi
  - Display list of pollution issues of the staff concerned area logged by citizens in chronological order with no. of days elapsed
  - Option to select the issue from the list and display details including location of the environmental issue in the GIS map and option to view and navigate through the geotagged photos
  - Options to add Action Taken on the selected environmental issue logged by the citizen. The options shall include space for textual information and capturing and submitting geotagged photos.
  - Internal workflow to submit the Action Taken (as report) by Field officer to higher authority for update / approval / rejection.
  - Share the update on Action Taken on the issue with the concerned issue owner against the unique grievance ID on the WhatsApp no.
  - Option to generate report on Action Taken / Pending issues concerning the MPCB staff
  - Option to forward the issue to the concerned Field Officer if marked wrongly
  - Dashboard view for the administrative users of MPCB
- 6. Security
  - The application should be VAPT compliant with at least top 10 OWASP points as required by the Exchanges.
  - Data Encryption: All communication should be encrypted to protect sensitive information of the user
  - Authentication and Authorization: Authentication and authorization mechanisms should be available to ensure access to authorized individuals.
  - Secure APIs: API message exchange should use secure communication protocols to prevent unauthorized access.
- 7. Compatibility and Integration
  - Third Party Integration: The application should support third party tools and APIs for compliance and risk management.
  - Can integrate with other API metrics, plugins, widgets etc.

- 8. User Interface and Experience
  - Intuitive: The user interface should be intuitive, allowing the users to navigate easily and execute trades efficiently.
  - Customization: The application should have a flexible / easily customizable user interface and layout to incorporate the changes as and when required.
  - Minimum clicks to complete any actions.
  - Option to change font size, colour, etc.

## 3.2 Implementation of Web Portal System

## Function aspects:

The selected bidder should thoroughly understand the requirement and accordingly design the integrated web portal system to function at an optimal level.

To achieve the objective, the selected bidder should:

- a) Gather the requirement and draft it in the form of Functional Requirement Specification (FRS)
- b) Based on the approved FRS, design the system and draft System / Software Requirement Specifications (SRS)
- c) Architect and design the solution using open-source technologies by following below mentioned activities:
  - Preparation of Solution Architecture specifying the Functional, Infrastructure, Data, Deployment, Network and Security Architecture
  - Development of Security Plan
  - Preparation of logical data warehouse model
  - Development of web Portal integrated Mobile App(s)
  - Development of Department API Connectors/DB Links
  - Integration with external systems using APIs
  - Dashboard and Analytical Report design
  - Building various analytical algorithms
  - Exceptions and Business Alerts definitions.

The illustrative deliverables for this activity are mentioned below:

- Solution Design and Architecture Document (including ER Diagram and Data Flow Diagram)
- High Level Design Document and Low-Level Design Document (including Schema Diagram)
- $\circ$  Wireframes
- Use Cases
- o Test Plan
- All Policy, Plan and Methodology Documents covering aspects mentioned above

# **3.2.1** Develop the bespoke web portal solution having minimum functionalities and interface as:

- User Management (Refer Section 3.2.2 below for details)
- Dashboard displaying data in tables, bar charts, graphs, GIS interface, etc. with smooth navigation
- The issues should be displayed having information logged by citizen and action taken / pending by the Filed office along with time stamp
- Option to forward the issue to the concerned Field Officer if marked wrongly
- Selection of the issue(s) from the listed records and display detailed information about the issue logged by the citizens. Based on the selection of the issue:
  - Display of geotagged photos with optimum details
  - Display of the location of the geotagged photo on GIS map
  - Option to write information about the issue based on action taken by the Field Officer.
  - Option to take action on the issue actioned by the Field Officer as approved/rejected/additional information required, etc.
- Display lifecycle of the issue i.e. its movement from citizen to Field Officer to Supervisor and intimation to the concerned citizen through workflow
- Display of details of logged issue(s) to be logged in user based on selection using multiple parameters like name, type, place name, address, contact details, its display on GIS map, etc. and its facility to export into .xls and .pdf formats
- Web GIS interface having following functionalities:
  - This should be an embedded / extended interface in the web portal system
  - The web GIS interface should have all the map browsing and layers management tools including Search based on different parameters, Zoom in, Zoom out, Full view (Full Extent), Pan, Identify, Zoom to Previous extents (Back), Zoom to Next extents (Forward), Zoom to Selected Features, Measure distance/area, Refresh Map, Select Feature, Clear selection, Activity indicator, Scale input box, Show/ hide co-ordinates, Print, Descriptive Map Information Tool, Legend, Layer On / Off
  - GIS map displaying all the necessary basemap layers withing Maharashtra that should help to smoothly locate the place environment issue logged by the citizens. The base map layers should be updated with the latest on-ground information.
  - Display of operating boundaries of the Field officers of MPCB in different color on top of base map
  - $\circ~$  Analytics based on selected types of environmental issues logged by the citizens based on time and type of issue
  - Hot-spot analysis of the issues
- Analysis and profiling of similar types of environmental issues logged by the citizens including:
  - Type of issue
  - Issue corresponding Urban Local Body / Authority

- Resolution time and type of resolution including pending since last One week, Two weeks, etc.
- Pattern and trends for the selected area
- Other functionalities as suggested by MPCB during requirement gathering

## 3.2.2 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.
- Authentication of user
- 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 modules that the user has authority over.
- Web access management system should support single sign-on across security domains.
- $\circ$  Administrator should be able to create policies that perform comparative tests on each
- User's directory profile information.
- User history management including encrypted passwords

# 3.2.3 Technical Requirements

The website shall be developed using the latest state-of-the-art technology, to deliver a dashboard with rich information about environmental issues logged by the citizens, customizable, high-performing and secured website. It includes, but is not limited to following design considerations:

- 1. Use of Mobile and Web Application Framework, Application Server Software, backed by a database, to deliver the solution.
- 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 using AJAX, Flash, HTML5, CSS3, etc.
- 4. 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.

- 5. Use of Search Engine Optimization (SEO) friendly clean permalink structure and SEO Best Practices for website design and structure.
- 6. 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.
- 7. The website should have provision to provide log-in access for MPCB employees only.
- 8. The website should allow a choice of information to be displayed on web pages, and page layout.
- 9. The agency shall pre-configure the portlets/ widgets/ webparts/ apps, etc. to integrate with the back-end systems if required.
- 10. The website should display information based on an individual user's profile or role.
- 11. Role Based Access (Admin, General User etc.)
- 12. Should support and have a valid SSL certificate.
- 13. The website should be a cross platform using any Web Application Frameworks/Application Server Software using latest stable version.
- 14. The selected bidder shall be responsible for procurement, deployment, commissioning, operations, and maintenance for above mentioned Web Application Framework, RDBMS at its own cost for all server and end user licenses throughout the project period.
- 15. The selected bidder should carry out the Website development work on turnkey basis, i.e., procure, deploy, commission, operate and maintain i.e. the entire software stack required for the Website at its own cost, including its comprehensive operations and maintenance (bug fixes, updates etc.) during the project period.
- 16. Web portal system should be able to operate in Windows or UNIX or LINUX operating system.
- 17. It should be capable of utilizing the Active Directory OR LDAP v3 based directory for security and personalization.
- 18. Support fail-over and load balancing to facilitate future scalability.
- 19. Support all industry standard web browsers latest versions (e.g., Edge, Mozilla, Chrome, etc.)
- 20. Should support web traffic reports for administrators
- 21. Support industry standards communication protocol and data formats latest versions such as HTTP, HTTPS, SSL, XML and HTML for query and retrieval purposes.

- 22. Should support broad range of standards for example DOM 1.0, HTML 5, HTTP, HTTPS, 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.
- 23. Website shall support Web 2.0 or higher version capabilities
- 24. Website shall facilitate integration with social networking site viz. WhatsApp, E-mail, integration with internal system of MPCB, etc. and the option should be provided to the user to add the link to the pages to their favorite social networking site.
- 25. The pages should be printer friendly i.e., all the pages should be displayed and printed upon demand by the user.
- 26. 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.
- 27. To run independent of IP Address i.e., IP Addresses should not be hard coded in the source code/configuration.
- 28. The website design should be IPv6 compliant
- 29. Website should be running on SSL i.e., http request should automatically get redirected to https
- 30. To have the flexibility to be linked to any existing/ future applications
- 31. CAPTCHA should be present for web pages with form field such as registration form etc.
- 32. Password should not be hardcoded in any website configuration files or stored in plain text
- 33. Should support web services APIs, BLOB Storage, custom code solutions, REST, WSRP
- 34. Should integrate with instant messaging services for chat bot support, and support products and protocols like SIP/XMPP
- 35. Should integrate with any other website products through open standards such as HTML, XML, RSS, web services, and WSRP

#### 3.3 Integration with WhatsApp, E-mail and Internal systems of MPCB

Within the scope of this RFP, the desired Mobile App system shall be integrated with social media platform – WhatsApp, the E-mail and internal systems of MPCB.

Through this integration, the following minimum functionalities shall be made available in the WhatsApp of the registered citizen who has participated in this collaboration:

- Receive OTP during registration and login
- Receive information about the logged pollution issue
- Receive progress update on the action taken by the concerned authority
- Chatbot with predefined questions and answers
- Other functionalities to be finalized during FRS/SRS stage

Through integration with E-mail, the following minimum functionalities shall be made available:

- Receive OTP during registration and login
- Receive information about the logged pollution issue
- Receive progress update on the action taken by the concerned authority
- Other functionalities to be finalized during FRS/SRS stage

Through integration with internal systems of MPCB, the following minimum functionalities shall be made available:

- Exchange data between the systems related to environmental issues
- Other functionalities to be finalized during FRS/SRS stage

Integration should be achieved by developing APIs as per requirement complying with all security requirements.

#### 3.4 Hosting of Mobile Apps

The Selected bidder shall host both the mobile Apps on respective App stores viz. Apple App Store and Google Play Store etc. for download.

The selected bidder shall ensure that the hosted mobile Apps are compatible with host of devices and operating systems such that the maximum user base is covered.

#### 3.5 Hosting of Web Portal System on Public Cloud

The Bidder shall host the mobile App 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 MPCB officials.

All the data created/captured within the scope of this RFP shall also be the property of the MPCB.

MPCB may ask the selected bidder to scale up or scale down the IT infrastructure as per its performance requirements in case the existing implemented infrastructure observed not offering desired performance level. It is the responsibility of the selected bidder to get the Hosting done on the cloud data center which confirms the conditions mentioned below and renders services accordingly.

## 3.5.1 Minimum Technical Specifications for cloud-based DC Infrastructure

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 Two (02) 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.
- 3. The uptime of the data center should 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 MPCB for new Cloud server and other system software patch updates; the selected bidder shall test the patches for application compatibility and intimate MPCB to roll-out the same. Major patching / update which requires system downtime should be informed well in advance and should be undertaken only after MPCB's confirmation.
- 7. The cloud service provider should have a Disaster Recovery Server in a different Seismic Zone.
- 8. The bidder should provide an adequate security framework and infrastructure to ensure the security of the application hosted in DC. Firewall 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 reports should be sent to MPCB every week.
- 10. Bidder should have a governance structure in place to report to MPCB's team on a 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 a web-based console via email for firewall / Bandwidth usage.
- 11. The bidder should also provide email-based alert for scheduled/unscheduled server downtime and maintenance activities.
- 12. The bidder should do 24 x 7 x 365 security monitoring of this proposed MPCB website to detect attacks and alert 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.

## Virtual Machines and Compute:

- Virtual Machines (VM) offered should be with the latest generation processor offered by the processor OEM.
- The physical core to vCPU ratio should not be more than 1:2 for all proposed Virtual Machines.
- Ability to automatically increase / scale the number of instances / VMs during demand spikes to maintain performance i.e., 'scale-out'.
- Cloud service architecture should be in such a way that avoids VM outages or downtime when the CSP is performing any kind of hardware or service maintenance at the host level.
- Required Operating System should be offered along with the Virtual Machines and should support both BYOL (Bring Your Own License) as well as PAYG (Pay As You Go). The OS offered should come with continuous updates and upgrades for the entire contract duration.
- The CSP should have capability to provide dedicated hosts in its native Cloud Infrastructure in India, which allows usage of existing third-party software license.
- The CSP Should offer monthly uptime of 99.99% or higher (as published in the CSP's Public Portal).

#### <u>Storage</u>

- The service shall be available online, on-demand, and dynamically scalable up or down per request for service from the end users
- The service shall be scalable (up and down of storage as per requirements), redundant, dynamic storage
- Bloc Storage with minimum monthly uptime of 99.99% or higher (as published in the CSP's Public Portal)
- Object storage should be replicated across multiple DCs for better resiliency and should be designed for 99.99% availability and 99.99% durability
- Support complete eradication of data such that it is no longer readable or accessible by unauthorized users and / or third parties
- Offer server-side encryption of data 'at-rest', i.e., data stored on volumes and snapshots
- Offer object storage tiering capability, i.e., the ability to recommend transitioning an object between object storage classes based on its frequency of access

#### **Cloud monitoring and management services**

- Cloud Resource Monitoring: Capability to monitor cloud environment centrally, custom monitoring metrics, monitor and store logs, view graphs and statistics, set alarms and share through designated email IDs, monitor, and react to resource changes. Support monitoring of custom metrics generated by your applications and services and any log files your applications generate. Gain system-wide visibility into resource utilization, application performance, and operational health, using these insights to react intelligently and keep applications running smoothly.
- Audit Trail: Logs of all user activity within a CSP account including actions taken through the CSP's Management Console, CSP's SDKs, command line tools, and other CSP services. The recorded information includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the Cloud service.

#### **Cloud provisioning:**

- The selected bidder shall be responsible for hosting applications on Cloud and provisioning of required software, infrastructure, bandwidth, licenses and management of services deployment and hosting of the applications, including the underlying application / system software necessary to run the applications.
- It will be required to adequately and optimally size during operation the necessary compute, memory, and storage required, build the minimum sufficient redundancy into the architecture (including storage) and load balancing to meet the service levels always mentioned in the RFP.
- The hosting solution must be designed for rapid elasticity and handle instance failures without downtime beyond the specified threshold.
- The selected bidder shall carry out the capacity planning to identify and provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.

#### 3.5.2 Backup and Preventive Maintenance

The selected bidder shall provide 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(s) 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 MPCB 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 bidder should define and indicate the preventive maintenance schedule and procedure. Any special tools/ instruments/ equipment's' required carrying out the preventive and breakdown 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.

# 3.5.3 Internet / Network connectivity

- 1. Bidder shall provide necessary internet / network connectivity to make Mobile Apps and web portal system accessible to the intended users considering optimum performance levels. It is suggested to have a minimum bandwidth of 10 Mbps.
- 2. The bidder shall propose the Network topology based on the solution architect.
- 3. The bidder shall ensure network connectivity all the time.

## 3.6 Trainings

The Selected bidder shall provide the following training:

- 1. Overview of the system Software and overall system architecture to MPCB users.
- 2. A detailed technical demonstration for MPCB 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 training should be arranged by the selected Agency during training.
- 5. Training delivery will be conducted at offices / sites as per the convenience of MPCB. This will happen in logically made groups of attendees and will be finalized by the Agency in consultation with the MPCB.
- 6. Training shall be imparted for employees as informed by MPCB Prior to Go- Live and refresher after once after successful Go-Live i.e. during Operation and Maintenance of the integrated system on the mutually decided schedule.

#### 3.7 Security Audits of the System

#### 3.7.1 System Security

- The Selected bidder must comply with all data security standards and must provide a data security compliance report.
- Website should provide role-based security features.
- $\circ~$  The Selected bidder shall implement SSL, and the website shall support encryption such as SSL.
- Provide audit, analysis, and reporting tools to track website system security violations, etc.
- All the security threats/vulnerabilities should be resolved by the selected bidder as and when required at no extra cost billable to MPCB.

#### 3.7.2 Security Audit

It is the responsibility of the selected bidder to get the complete Security audit of the Mobile App system from 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 the above security audits shall be borne by the selected bidder initially and to be paid by MPCB after getting the compliance certificate from the audit agency.

The security audit shall be conducted once before GO-Live of the Mobile App system and once during Operation and Maintenance as per mutually decided schedule i.e., total 2 times.

#### **3.8 Implementation Schedule and Project Timelines**

The selected bidder shall ensure the implementation as per the timeline below. Inability to comply with the timeline shall attract the penalty as mentioned under **section 3.14 Service Level Agreement**. There will be One week's SLA holiday period given to selected bidder to stabilize the system after operational acceptance. SLA will be applicable after this One-week period.

Sr. No.	Milestones	Description	Completion Timelines	
1.	Day of issue of Work O	rder	Т0	
2.	Submission of detailed	nission of detailed project plan, FRS and detailed SRS.		
3.	Development of Mobile App System and UAT	Design, Development, Integration with WhatssApp, E-mail, Integration with internal systems of MPCB, Internal Testing, Deployment of Apps on Staging Environments of respective App stores and	T2 = T0 + 6 Weeks	

Sr. No.	Milestones	Description	Completion Timelines
		web portal on cloud and Completion of UAT.	
4.	GO-Live of Mobile App System	GO-Live of the UAT accepted Mobile App System from Production environment.	T3 = T0 + 7 Weeks
5.	Trainings	Impart training to the MPCB employees before Go-Live and refresher training once post stabilization of Mobile App System as per mutually decided schedule.	T4 = T0 + 7 Weeks (Before Go-Live). Post stabilization training, to be decided mutually.
6.	Stabilization of Mobile App System	Stabilization of the Mobile App System post GO-Live.	T5 = T0 + 8 Weeks
7.	Hosting of Mobile App System on respective App stores and web portal on cloud infrastructure including internet connectivity Post Stabilization	Post Stabilization, hosting of Mobile App System on supporting infrastructure including respective App stores for Android and iOS-based Apps, Cloud infrastructure with internet connectivity to host supporting Web portal and Database.	T6 = T5 + 3 Years
8.	Security Audit of the Mobile App System	Security Audit of the Mobile App System from CERT-IN empaneled third-party Agency before Go-Live and once during Operation and Maintenance. Total 2 times.	1 <sup>st</sup> Security Audit - before GO-Live and 2 <sup>nd</sup> Security Audit - during Operation and Maintenance as per mutually decided schedule after completion of One Year of Operation and Maintenance.
9.	Operation and Maintenance of Mobile App System	Operation and Maintenance of Mobile App System Post Stabilization for Three Years through onsite-offshore model.	T7 = T5 + 3 Years

#### Note:

- On successful commissioning i.e., after stabilization, the system will go under Operation and Maintenance Contract for Three (03) Years.
- MPCB reserves the right to allow extension of the contract after the Operation and Maintenance of Three Years post stabilization, based on the performance of the selected Bidder.

# **3.9 Deliverables**

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

Sr. No.	Milestones	Description	Deliverables
1.	Submission of detailed project plan, FRS and detailed SRS.	Submission of detailed project / implementation plan, FRS and detailed SRS. (Detailed requirements and analysis including functional requirement, data flow, workflow, interface specifications, application security requirements, etc.)	<ul> <li>Requirement document as FRS and SRS in .pdf format and printed form</li> </ul>
2.	Development of Mobile App System and UAT	Design, Development, Integration with WhatsApp, E-mail, Integration with internal systems of MPCB, Internal Testing, Deployment of Apps on Staging Environments of respective App stores and GIS interfaced web portal on cloud and Completion of UAT.	<ul> <li>Staging applications - links</li> <li>Data dictionary in .pdf format (as per design)</li> <li>Test Plan including timeline for the phased testing for the MPCB employees</li> </ul>
3.	GO-Live of Mobile App System	GO-Live of the UAT accepted Mobile App System from Production environment.	<ul> <li>Production applications - links</li> <li>Source code of the production application</li> <li>Data dictionary in .pdf format (as per design)</li> <li>Updated Test cases and updated test results for applications modified after UAT</li> <li>Updated metadata in .pdf format</li> <li>Updated user manual in .pdf format</li> </ul>

Sr. No.	Milestones	Description	Deliverables
4.	Trainings	Impart training to the MPCB	<ul> <li>Updated database design in standard format (as per design)</li> <li>Updated database in export format</li> <li>Training Plan</li> </ul>
4.	U	employees before Go-Live and refresher training once post stabilization of Mobile App System as per mutually decided schedule.	<ul> <li>User level training</li> <li>Application user manuals</li> <li>Training manual</li> <li>Training feedback forms</li> </ul>
5.	Stabilization of Mobile App System	Stabilization of the Mobile App System post GO-Live.	<ul> <li>Stabilized Production applications – link</li> <li>Executable file / project</li> <li>Source code of the stabilized production application</li> <li>Updated data dictionary in .pdf format (as per design)</li> <li>Updated Test cases and updated test results for applications modified after stabilization</li> <li>Updated metadata in .pdf format</li> <li>Updated user manual in .pdf format</li> <li>Updated database design in standard format (as per design)</li> <li>Updated database in export format</li> </ul>
6.	Hosting of Mobile App System on respective App stores and web portal on cloud infrastructure including internet connectivity Post Stabilization	Post Stabilization, hosting of Mobile App System on supporting infrastructure including respective App stores for Android and iOS-based Apps, Cloud infrastructure with internet connectivity to host supporting Web portal and Database.	<ul> <li>Format</li> <li>End-to-End Cloud hosting service for the Mobile App System</li> <li>Production Apps accessible from respective App stores</li> <li>Desired internet connectivity</li> <li>Detailed system architecture including details of each component of the system in .pdf</li> </ul>
7.	Security Audit of the Mobile App System	Security Audit of the Mobile App System from CERT-IN empaneled third-party Agency before Go-Live and	<ul> <li>Audit compliance certificate</li> <li>Compliance report for</li> <li>1<sup>st</sup> Security Audit - before GO-</li> </ul>

Sr. No.	Milestones	Description	Deliverables
		once during Operation and Maintenance. Total 2 times.	Live and 2 <sup>nd</sup> Security Audit - during Operation and Maintenance as per mutually decided schedule after completion of One Year of Operation and Maintenance.
8.	Operation and Maintenance of Mobile App System	Operation and Maintenance of Mobile App System Post Stabilization for Three Years through onsite-offshore model.	<ul> <li>O&amp;M service complying with the requirements through onsite-offshore model</li> <li>Weekly reports about O&amp;M</li> <li>Incorporation changes in the system as per requirement without any cost to MPCB</li> <li>Issues resolution report</li> </ul>

## 3.10 Regulation and Licensing

The Selected 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 the name of MPCB.

#### 3.11 Acceptance and Operation and Maintenance (O&M) of the Mobile App system

#### 3.11.1 Operation and Maintenance

The Selected bidder shall operate and maintain the Mobile App system delivered within the scope of this RFO for a period of Three (03) Years after the successful operational acceptance which would start after Stabilization. It shall include:

- 1. Maintenance support through onsite-offshore model.
- 2. Depute a senior resource post Go-Live and Stabilization to act as single point of contact of the selected bidder and resolve the issues communicated by MPCB 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 MPCB, 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 system as per the service level requirements including servicing/updating.

- 5. Undertake maintenance of the hosting IT Infrastructure on cloud, App store and Internet connectivity supporting the Mobile App system by providing Technical and Operational support for smooth running of the system during the contract period after 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 report to MPCB including changes incorporated in the system, systems uptime/downtime, issues log with resolution / pending, etc.

## 3.11.2 Software Change and Version Control

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

Changes to the software, as required and intimated by MPCB, shall be carried out by the selected bidder during the contract period without any additional cost to MPCB. Software shall be scalable horizontally and vertically to cater for additional requirements when informed by MPCB.

The selected bidder shall 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 a record of all the changes incorporated during the contract period.

#### 3.12 System Acceptance

## 3.12.1 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. The selected bidder must host the services from respective App stores and cloud-based data Centre in compliance with RFP requirements.
- 2. In the go-live phase, selected bidder shall manage and roll out a beta stage / staging where the system will be made available and restricted only to the users of MPCB through an appropriate mechanism on the respective App stores and web and conduct user acceptance testing of the System based on test cases developed by the selected bidder in consultation with MPCB for validation.
- 3. It is the responsibility of the selected bidder to provide for UAT environment.
- 4. Based on the test results noted during UAT and during Stabilization, required changes shall be carried out and tested. Post completion and re-validation by MPCB, MPCB will officially launch the Apps and portal, and operational acceptance will be complete.

#### 3.12.2 Unit Test

- 1. Each module or component shall be fully tested independently before integration into the 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.

#### 3.12.3 Complete System Acceptance

At the end of the System Acceptance period, MPCB will acknowledge complete system acceptance in writing to the selected bidder upon completion of the following:

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

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

- 1. It will provide without additional charge to MPCB 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, MPCB 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 MPCB staff.

# 3.12.4 Inspection and Testing

- 1. An inspection of the installed system and services shall be carried out to check whether the services are in conformity with the ones mentioned in the RFP. 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 MPCB.
- 2. The acceptance test will be conducted by MPCB, 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 the 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 MPCB reserves the rights to get the product replaced by the bidder at no extra cost to MPCB.

## 3.13 Service Level Agreement

SLA is the contract between MPCB and the Selected bidder. SLA defines the terms of the Selected 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 MPCB in the Service Level Agreement with Selected bidder.

In the event if it is noticed / reported that Service Level mentioned below is breached, MPCB may impose penalty. Penalty shall be calculated by MPCB and informed to selected bidder as per operational performance provided by agency. Penalty deduction would be done by MPCB 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 MPCB. 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. In case of any disputes, the same will be settled at the level of Hon. Member Secretary, MPCB. The Selected bidder shall comply with all Service Level Agreements (SLAs) defined below 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	All the deliverables defined in the contract has to be submitted on time	
Requirement	on the date mentioned in the contract with no delay.	
Measurement of	To be measured in number of weeks of delay from the date of	
Service Level	submission as defined in the project contract.	
Parameter		
Penalty for non-	Delay of every week would attract a penalty per week as per the	
achievement of SLA	following:	
Requirement	For complete Mobile App 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 $ extsf{3}$ 5,000/-	

## 3.13.1 Post Implementation SLA

The Selected 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 Selected 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 the annual maintenance period. For the purpose of service level assurance, the downtime shall be calculated on a monthly basis. The overall up time of Mobile App 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)
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	Т	Time in which a complaint / query is resolved after it has been reported by MPCB to the selected Bidder			
Service Level	Any q			uld be classified for resolution	
Requirement	j	in the following Three categories.			
_	(i) 1	Resolution Level	1 (R1): Queries reg	arding issues which has the	
	Į	greatest impact v	wherein the user is	not able to perform his/her	
	]	egular work; For	example, web portal i	s down and non-accessible	
	(ii) l	Resolution Level 2	(R2): Queries regar	ding issues which has medium	
	i	mpact wherein th	e user is partially al	ole to perform his/her regular	
		_		form most of his normal work	
			d / export certain do	-	
				arding issues which have the	
			-	hanges. For example, certain	
			is not visible on the		
	The B	idder should prov	vide service as per th	e following standards:	
		Tumo of quomy	<b>Resolution time</b>		
		<b>Type of query</b> R1	4 Hrs.		
		R1 R2	6 Hrs.		
		R3	8 Hrs.		
		КЭ	о пі 5.		
	(R1, I	R2, R3 will be final	ized with details with	h Selected bidder after Go-Live)	
Measurement	The se	ervice level would	be defined in the nu	mber of days calculated from	
of Service	the da	te of logging the c	call/raising the reque	est with the selected bidder	
Level	includ	ling holidays.			
Parameter					
Penalty for	Delay of every day would attract a penalty per day as per the following:				
non-	For R1 = ₹ 1000/- Per 4 Hrs. Penalty				
achievement of	For R2 = ₹ 500/- Per 6 Hrs. Penalty				
SLA		For R3 = ₹ 250/- Per 8 Hrs. Penalty			
requirement		,	ll be provided by the	bidder for calculating the	
	down	time of system.			

# 3.14 Compliance of Standards

The Mobile App System 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

# 3.15 Copyright

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of MPCB. The Selected bidder shall transfer to the MPCB 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.

# 3.16 Engagement Model

## 3.16.1 Payment Terms

- 1. No advance payment against the Work Order shall be made.
- 2. MPCB shall pay the selected Bidder for the milestones mentioned in table below:

Sr. No.	Milestones	Description	Completion Timelines	Payment Terms
1.	Day of issue of Wo	rk Order	ТО	None
2.	Submission of det SRS.	ailed project plan, FRS and detailed	T1 = T0+ 1 Week	None
3.	Development of Mobile App System and UAT	Design, Development, Integration with WhatsApp, E-mail, Integration with internal system of MPCB, Internal Testing, Deployment of Apps on Staging Environments of respective App stores and GIS interfaced web portal on cloud and Completion of UAT.	T2 = T0 + 6 Weeks	None
4.	GO-Live of Mobile App System	GO-Live of the UAT accepted Mobile App System from Production environment.	T3 = T0 + 7 Weeks	90% against successful Go-Live of the Mobile App System from cloud and respective App

Sr. No.	Milestones	Description	Completion Timelines	Payment Terms
				stores. Selected bidder shall submit all the supporting documents, approvals along with the bill.
5.	Trainings	Impart training to the MPCB employees before Go-Live and refresher training once post stabilization of Mobile App System as per mutually decided schedule.	T4 = T0 + 7 Weeks (Before Go-Live). Post stabilization training, to be decided mutually.	100% against successful delivery of training of the Mobile App System to MPCB users. Selected bidder shall submit all the supporting training completion documents, approvals along with the bill.
6.	Stabilization of Mobile App System	Stabilization of the Mobile App System post GO-Live.	T5 = T0 + 8 Weeks	10% against acceptance of successful stabilization of The Mobile App System from cloud and respective App stores. Selected bidder shall submit all the supporting documents, and stabilization approvals.
7.	App System on respective App stores and web portal on cloud infrastructure including internet connectivity Post Stabilization	Database.		100% on a quarterly basis. Selected bidder shall submit all the supporting documents, reports, query resolutions, approvals, etc. along with the bill.
8.	Security Audit of the Mobile App System	Security Audit of the Mobile App System from CERT-IN empaneled third-party Agency before Go-Live and once during Operation and Maintenance. Total 2 times.	1 <sup>st</sup> Security Audit - before GO-Live and 2 <sup>nd</sup> Security Audit - during Operation and Maintenance	100% against submission of the Security audit certificate issued by CERT-IN empaneled agency. Along with the bill,

Sr. No.	Milestones	Description	Completion Timelines	Payment Terms
			as per mutually decided schedule after completion of One Year of Operation and Maintenance.	selected bidder has to submit documents including Certificate, audit observations shared by the CERT-IN empaneled agency and closure of the audit observations.
9.	Operation and Maintenance of Mobile App System	Operation and Maintenance of Mobile App System Post Stabilization for Three Years through onsite-offshore model.	T7 = T5 + 3 Years	Quarterly basis. Along with the bill, selected bidder has to submit documents including Monthly activity report about Mobile App system, enhancements, system performance report as per defined weekly report on applications hosted on cloud and App stores.

- 3. All the payment shall be released by MPCB after submission of bills by the selected Bidder and supporting documents stated above.
- 4. The bills (Signed commercial invoices) must indicate the details of the activity / milestone, the work done with details of taxes inclusive in the rates.
- 5. The bills will be accepted only after submission of a Security Deposit of 10% of total contract value (TCV) as per requirement.

#### 3.17 Exit Management

- Agency will hand over the entire project asset created during the Implementation for successful handover of the project. This process shall be initiated Three (03) Months before the ending of the project contract. In order to align both the parties on transition modalities, Selected Bidder shall submit a detailed Exit Management Plan before Six (06) Months of the ending date of the contract. Exit Management Plan will include the following but not 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 includes 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 MPCB level to

effectively maintain the project after contract ending.

- d. Training and handholding of MPCB Staff or designated officers for maintenance of project after contract ending.
- 2. MPCB 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 and subject to jurisdiction of Mumbai only.

#### 4.2 Confidential Information

- 1. MPCB and the Selected 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 Selected 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 Selected bidder has thereby been affected in the performance of any of its obligations under the Contract.

#### 4.4 Force Majeure

- 1. The Selected bidder shall not be liable for termination for default if and to the extent that its 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 Selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Selected bidder. Such events may include, but not be limited to, acts of MPCB in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3. If a Force Majeure situation arises, the Selected bidder shall promptly notify MPCB in writing of such condition and the cause thereof. Unless otherwise directed by MPCB in writing, the Selected 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. MPCB may at any time order the Selected bidder to make changes within the general scope of the contract,
- 2. Prices to be charged by the Selected 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 Selected 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. MPCB and the Selected 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.

#### 4.6.2 Arbitration

If, due to unforeseen reasons, problems arise during the progress of the project execution leading to disagreement between the MPCB and the Service Provider, the latter shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute through the two-Tier Committee formed by MPCB, the dispute/claim etc. relating to the contract/engagement shall be referred to the Hon'ble Member Secretary (MS) of MPCB whose decision shall be final and binding on both the parties. If the service provider is not satisfied with the decision of MS, MPCB, the dispute may be referred to arbitration within 90 days in accordance with the provisions of the Arbitrations and Conciliation Act 1996.

#### 4.6.3 Handling of Bidder Grievances / Disputes Resolution

- a. To look after the grievances of the Service Provider, MPCB shall form a three-tier Committee comprising of:
  - Tier 1 Committee Regional Officer, Sub-Regional Officer, AAO/Head Accountant
  - Tier 2 (EB dept.): Administrative Officer, Chief Accounts Officers, Law Officer/Office Superintendent
  - Tier 3 Committee Member Secretary-

- b. All grievances and clarifications shall be addressed to Tier 1 Committee first. In case of no satisfactory resolution, it shall be passed on to the Tier 2 Committee.
- c. In case no satisfactory resolution is received by the Selected bidder through the two-Tier Committee, the matter shall be taken up with Hon'ble Member Secretary, MPCB. The decision of Hon'ble Member Secretary in this regard shall be final and binding.

## 4.7 Extensions of Time

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

# 4.8 Termination

# 4.8.1 Termination by MPCB

- 1. MPCB 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, MPCB shall give not less than 30 days' written notice of termination to the Selected bidder.
- 2. If the Selected 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 MPCB may have subsequently approved in writing.
- 3. If the Selected bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- 4. If, in the judgment of MPCB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 5. If, as the result of Force Majeure, the Selected bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
- 6. If the Selected bidder submits to the MPCB a false statement which has a material effect on the rights, obligations, or interests of MPCB.
- 7. If the Selected bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MPCB.
- 8. If the Selected bidder fails to provide the quality services as envisaged under this Contract, MPCB may make a judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MPCB may decide to give one chance to the Selected bidder to improve the quality of the services.

- 9. If MPCB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 10. In the event MPCB terminates the Contract in whole or in part, pursuant to GCC Clause 4.8.1, MPCB may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Selected bidder shall be liable to MPCB for any additional costs for such similar services. However, the Selected bidder shall continue performance of the Contract to the extent not terminated.

## 4.8.2 Termination by Bidder

The Selected bidder may terminate this Contract, by not less than 30 days' written notice to MPCB, such notice to be given after the occurrence of any of the events specified in paragraphs (1) through (2) of this GCC Clause 4.8.2:

- 1. If, as the result of Force Majeure, the Selected bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
- 2. If MPCB 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 Selected bidder may have subsequently approved in writing) following the receipt by MPCB of the Selected 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 Selected 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 Selected bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the MPCB 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 MPCB. Applicable under such circumstances, upon termination, the MPCB may also impose liquidated damages. The Selected bidder will be required to pay any such liquidated damages to MPCB within 30 days of termination date.

## 4.8.4 Assignment

If Selected bidder fails to render services in stipulated timeframe and as per schedule, MPCB, at its discretion and without any prior notice to Selected 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 Selected bidder should comply with all applicable laws and rules of GoI/GoM.
- 2. The Data Entry Operator, Supervisor, etc. deployed by the Selected bidder shall not have the right to demand any type of permanent employment with MPCB or its allied Offices.

#### 4.10 Risk Purchase

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

#### 4.11 Delays in bidder's performance

- 1. If at any time during the performance of the contract, the bidder may encounter conditions impeding performance of the services, the bidder shall promptly notify MPCB in writing of the facts of the delay, its likely duration and its causes.
- 2. As soon as after receipt of the Bidder's notice, MPCB shall evaluate the situation and may at its discretion, extend the bidders time for performance with or without penalty in which case the extension shall be ratified by the bidders 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 MPCB, shall not attract any penalty.

#### 4.12 Modification in requirements

MPCB has given a broad outline of the Mobile App System project. The selected Bidder shall ensure fulfillment of all requirements for implementation of Mobile App System project. However, due to changes in Govt. / policy or due to unavoidable circumstances, MPCB's requirement, the selected Bidder shall 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 Selected Bidder's obligation

- 1. The selected Bidder shall be obliged to work closely with MPCB's staff, act within its own authority and abide by directives issued by MPCB.
- 2. The bidder shall abide by the job safety measures prevalent in India and will free MPCB

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 MPCB responsible or obligated.

- 3. The bidder shall be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- 4. The bidder shall treat as confidential all data and information about MPCB obtained in the execution of his responsibilities in strict confidence and will not reveal such information to any other party. MPCB 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 MPCB requires that the bidder under this bid document observes 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 a bid document or contract document, the MPCB'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 the case where pre-existing software or hardware are customized/modified for MPCB used by the bidder, the IPR for the same shall rest with the bidder only. However, the bidder must agree to provide MPCB with 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.	Basic	Eligibility Criteria	Documents to be	Document	Proposal
No.	Requirement		submitted	Submitted	Page No.
				(Yes/No)	
PQ1	Legal Entity	The bidder should be a company	,		
		registered under the Companies	Information of		
		Act, 2013 or the Companies Act,	Bidder along with		
		1956	Bidder's		
		OR	constituting		
		a Limited Liability Partnership	documents such as		
		(LLP) registered under the LLP	MOA, AOA.		
		Act, 2008	b) Copy of Certificate		
		OR	of Incorporation/		
		Indian Partnership Act 1932 as	Registration/		
		amended time to time.	Partnership deed of		
			Bidder/ LLP deed		
			c) Copy of PAN Card		
			d) Copy of GST		
			Registration		
			e) Copy of Power of		
			Attorney as per		
			Annexure G		
PQ2	Turnover	The average annual turnover of	Audited Financial		
		the bidder from IT Services in the	Statements (Balance		
		last Three (03) audited financial	Sheet and Profit & Loss		
		Years should be more than <b>₹ 5.00</b>	Statements) from the		
		<b>Cr.</b> i.e. FY 2021-22, FY 2022-23	Statutory		
		and FY 2023-24.	Auditor/Chartered		
			Accountant and		
			Certificate duly signed		
			by Statutory Auditor of		
			the Bidder for total		
			turnover from IT		
			services is mandatory		
			as per the format		
			Annexure H		

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	-
PQ3	Net worth	Bidder shall have Positive Net Worth in each of the last <b>Three</b> (03) Financial Years. (FY 2021-22, FY 2022-23, FY 2023-24)	Statements (Balance Sheet and Profit & Loss		
PQ4	Project Experience	The Bidder should have experience of development, implementation, maintenance, and hosting of a Mobile App and Associated System for any Central/State Govt. /PSU/ ULB/ as per below: 4 Project of similar nature having value not less than ₹ 0.70 Cr. OR 5 Projects of similar nature having value not less than ₹ 0.50 Cr. each OR 6 Projects of similar nature having value not less than ₹ 0.40 Cr. each	<ul> <li>a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.</li> <li>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 'Project Value</li> </ul>		

Sr.	Basic	Eligibility Criteria	Documents to be	Document	Proposal
No.	Requirement		submitted	Submitted	Page No.
			up to system hosting' of the partially completed	(Yes/No)	
			project. c) Project Citation as per format		
			specified in <b>Clause</b> 6.3		
PQ5	Manpower Strength	The bidder should have minimum 15 IT (1 Software PM + 1 System Architect + 1 BA + 10 Software	A self-certified letter signed by the Authorized		
		Developers + 1 Tester + 1 DBA) employees with either permanent	Signatory of the Bidder.		
		PF account or professional tax account on bidder's payroll and	Annexure K		
		should have relevant Experience in Mobile App System development, Implementation			
		and Operation and Maintenance, as on date of bid submission.			
PQ6	Certificates	The Bidder should be registered with appropriate authorities	a) Attested copy of the Employee		
		under following: a. Employees Provident Fund AND	Provident Fund registration letter / certificate		
		b. Employees State Insurance Acts OR			
		Group Insurance Schemes OR	Insurance registration letter /		
		Contract Labour (Regulation and Abolition Act), as applicable to the	certificate or Attested copy of		
		bidder organization.	Group Insurance Schemes letter/ certificate or		
			Attested copy of the Labour License		
			under the Contract		

Sr.	Basic	Eligibility Criteria	Documents to be	Document	Proposal
No.	Requirement		submitted	Submitted	Page No.
				(Yes/No)	
			Labour (Regulation		
			& Abolition) Act.		
			c) Documents to be		
			submitted, as		
D07			applicable.		
PQ7	Certification	c) The bidder shall have active	Copy of valid certifications as on		
		SEI CMMI Level 3 or its higher version certification valid as	last date of		
		on last date of submission of	submission of bid.		
		bid.	Renewal stage		
		OR	document in case		
		d) The bidder shall have active	the certificate has		
		ISO 9001:2015 or its higher	expired, and		
		version certification valid as on last date of submission of	renewal is in-		
		bid.	process.		
PQ8	Office in	The bidder shall have office in	Copy of existing office		
C	Maharashtra	Maharashtra or shall open office	address proof like		
		in Maharashtra within 30 days	7/12 (satbara)/ lease		
		from date of issuance of Work	agreement/utility bill		
		Order	in the name of the		
			bidder		
			OR		
			In the absence of an		
			existing office in		
			Maharashtra, the		
			bidder must submit an		
			undertaking to set up		
			office in Maharashtra,		
			on letterhead of firm		
			signed by authorized		
			signatory as per the		
			format provided in the		
			RFP in		
			Annexure J		
PQ9	Blacklisting	The Bidder should not be	A self-certified letter		
		blacklisted by any Central	signed by the		
		Government/ State Government /	Authorized Signatory		
		Union Territory (UT) / Urban			

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	Proposal Page No.
		Local Body (ULB)/ PSU/This	of the Bidder as per		
		office in India for Unsatisfactory	Annexure I		
		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.			

#### **5.2 Pre-Qualification Cover Letter**

(To be submitted on the letterhead of the Bidder)

Place:

To,

Date: DD/MM/YYYY

## 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 **Implementation and Maintenance** of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board.

#### **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 "Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board". 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 MPCB, is true, accurate, verifiable, and complete. This response includes all the information necessary to ensure that the statements therein do not in whole or in part mislead the 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 with 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 a further period as informed by MPCB. We hereby declare that if the contract is awarded to us, we shall submit the security deposit in the form prescribed in this 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/ 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 (Yes/No)	
TQ 1	Annual Turnover of Bidder during last Three (03) Financial Years - (FY 2021-22, FY 2022-23, FY 2023-24)	20	>=₹5 Cr. and <₹7 Cr. >=₹7 Cr. and <₹10 Cr. >=₹10 Cr.	10 15 20	Audited Profit & Loss Account and Balance Sheet for (FY 2021-22, FY 2022-23, FY 2023- 24) & suitable CA Certificate/Audited Profit & Loss Account and Balance Sheet.		
TQ 2	Project Experience: 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 at least ₹ 0.70 Cr. OR	40	Total Project Value of maximum any Three projects submitted meeting the Criteria:		<ul> <li>e) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.</li> <li>f) Completion Certificate from the client OR</li> </ul>		
	Two (02) projects with "Similar works" each costing at least <b>₹ 0.50 Cr.</b> each OR		Total Project         Value         >= ₹ 0.70 Cr. and         < ₹ 1.20 Cr.	30 35	g) In case of on- going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head		

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

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Yes/No)	
	Three (03) projects with "Similar works" each costing at least ₹ 0.40 Cr. each Similar works: The projects should include design, development, hosting, implementation and Operation and Maintenance Mobile App system (Mobile App + Supported Web Application + Backend Database) for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULB		Total Project Value >= ₹ 2.0 Cr.	40	mentioning the relevant scope of Work, having received the payment matching the 'Project Value up to system hosting' of the partially completed project. h) Project Citation as per format specified in <b>Clause 6.3</b>		
TQ 3		10	>= 15 and < 20 >= 20 and < 30 > 30	5 7 10	A self-certified letter signed by the Authorized Signatory of the Bidder. (Note: non-availability or less availability of desired manpower expertise on roll will score Zero (0) marks. Bidder can share more no. of resources having same resources mix.) (If deemed necessary, MPCB may verify the resources on roll of the Bidder).		

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

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Yes/No)	
	+ 1 DBA + 1 System administrator + 1 Network expert) resources expertise on its payroll as on date of submission of the bid.						
	OR						
	• The bidder should have a minimum of 30 full time IT (3 Software PMs + 2 System Architects + 1 BA + 18 Software Developers + 2 Testers + 2 DBA + 1 System administrator + 1 Network expert) resources expertise on its payroll as on date of						
	submission of the bid. On roll Manpower	15	Full-stack web	05	-		
	expertise:		developers – ≥ 08 nos.				
			UI/UX developers ≥ 02 no.	02			
			Software Testers - ≥ 02 no.	02			
			Database Experts $- \ge 02$ nos.	02			
			System administrators - ≥ 01 no.	02			
			Network experts - ≥ 01 no.	02			
TQ 4		05	ISO 9001: 2015	05	Copy of valid		
	The bidder shall have		OR		certifications as on		
	active SEI CMMI Level 3		SEI CMMi Level 3	05	last date of		
	for Development OR ISO 9001:2015 or its higher		for Development	05	submission of bid. Renewal stage		
	version certification		or Above		document in case the		
	valid as on last date of				certificate has expired,		

Signature of the tenderer/s

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

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Yes/No)	
	submission of bid.				and renewal is in- process.		
TQ 5	Technical Presentation and Demo of the Similar Work capability	10	Understanding about the Scope of Work Approach and Methodology for Project Implementatio n including Timelines, Perceived Risks Vs Mitigation and O&M Showcase of Capability through Demonstration of Similar Project's	02 03 05	Presentation deck to be submitted as .ppt or .pdf. before presentation date.		
	Total Marks	100	Operational System				
	ι σται ΜάΓκε	100					

## 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 **Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board** for contractual period of Three Years as required and outlined in the tender document.

I / We undertake, if our bid is accepted, to Supply, design, develop, install and commission "Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board" 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 Three (03) Years and Five (05) Months.

I / We agree to abide by this bid for a period of 180 days after the date fixed for the 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 and Maintenance of Mobile Application System (Paryawaran) for MPCB

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 capaci	In the capacity of)						
[Seal / Stamp	of bidder]						
Witness Signa	ature :						
Witness Nam	e :						
Witness Addr	ess :						
	CERT	IFICATE AS T	O AUTHORIS	ED SIGNATOR	IES		
I	, the	Company			s authorized to do		
the company	by authority	of its board/	governing bo	ody.			
Date :							
Signature :							
Nama							

Name : (Company Seal):

## 6.3 Format to Project Citation

Sr. No.	Item	Details	Attachment Ref. Number
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 to be deployed 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 for implementing 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 **Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board.** 

## Ref:

Dear Sir,

We, the undersigned, offer to provide the services for "**Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board**" 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 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 i.e. 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 the 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. MPCB may award the entire scope or part of scope mentioned in this document to the selected bidder.
- 2. 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 the unit cost quoted for the particular item on actual work is undertaken.
- 3. The rate quoted shall be inclusive of the cost of detailed scope of work mentioned within the scope of this RFP
- 4. All the prices are to be entered in Indian Rupees  $(\mathbf{R})$  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.
- 8. CAPEX Cost shall not be more than 50% of total cost (CAPEX + OPEX).
- 9. MPCB may use the same rate for the other area of Maharashtra as decided by MPCB.
- 10. The bidder should fill in rates for all the sections of financial format (A, B, C,) mentioned here. If the rate for any item is not mentioned, then the bid will be rejected by MPCB.
- 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.

# 7.3 Format for Financial Bid / Commercial Bid

## **Ref: MPCB RFP No:**

		-					
Sr. No.	Milestones	Description	Quan tity (A)	UoM	Unit Cost Excluding Taxes (₹) (B)	Total Cost Excluding Taxes (₹) (C=A x B)	Total Cost (Inclusive of GST) (D=C x GST %)
1.	Development of Mobile App System and UAT	Design, Development, Integration with WhatsApp, E-mail, Integration with internal system of MPCB, Internal Testing, Deployment of Apps on Staging Environments of respective App stores and GIS interfaced web portal on cloud and Completion of UAT, GO-Live of the UAT accepted Mobile App System from Production environment and Stabilization of the Mobile App System post GO-Live.	LS	1			
2.	Trainings	Impart training to the MPCB employees before Go-Live and refresher training once post stabilization of Mobile App System as per mutually decided schedule.	LS	1			
3.	Hosting of Mobile App System on respective App stores and web portal on cloud infrastructure including internet connectivity Post Stabilization	Post Stabilization, hosting of Mobile App System on supporting infrastructure including respective App stores for Android and iOS-based Apps, Cloud infrastructure with internet connectivity to host supporting Web portal and Database.	LS	1			
4.	Security Audit of the Mobile App System	Security Audit of the Mobile App System from CERT-IN empaneled third-party Agency before Go-Live and once during Operation and Maintenance. Total 2 times.	2	Nos.			

# Implementation and Maintenance of Mobile Application System (Paryawaran) for MPCB

Sr. No.	Milestones	Description	Quan tity (A)	UoM	Unit Cost Excluding Taxes (₹) (B)	Total Cost (Inclusive of GST) (D=C x GST %)
5.	Operation and Maintenance of Mobile App System	Operation and Maintenance of Mobile App System Post Stabilization for Three Years through onsite-offshore model.	36	Mont h		
			•	G	rand Total	

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 **Development and Maintenance of Mobile App (Paryawaran)** System for Maharashtra Pollution Control Board.

- 1. **Price and Validity:** All the prices mentioned in our bid are in accordance with the terms 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 submission of the bid.
- 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 if the contract is awarded to us, we shall submit

the security deposit in the form prescribed in RFP.

- 7. **Engagement Model:** We hereby agree to abide by 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 the 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.

# 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)

МРСВ		
Supply, Design, Develop, Installation, commission, maintain "Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board"		
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. &	Content of tender	Points of
section no.)	document requiring	clarification
	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 **Mobile App System** in single Project in India in last Three (03) Years as on last date of submission of bid.

Thanking you,

Yours faithfully,

Signature of	Authorized Signat	tory (with official seal)
Date		
Name		
Designation		
Address		
Telephone		
Email		
Address		

## Annexure D: Format for Security Deposit (On ₹ 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 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: Sample Non-Disclosure Agreement (To be signed after award of Contract)

# [Company Letterhead]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, 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 "Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board (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

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 confidential information.

13. This agreement shall benefit and be binding upon the MPCB and the Bidder and their respective subsidiaries, affiliates, successors and assigns.

14. This agreement shall be governed by and construed in accordance with the Indian laws.

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 MPCB, 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 **"Implementation and Maintenance of Mobile App (Paryawaran) System for Maharashtra Pollution Control Board"**, 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 ₹ 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)						
Description	А	В	С				
(All Currency in ₹ and Crores)	2021-22	2022-23	2023-24				
Annual Turnover							
Net Worth							
Current Assets							
Current Liabilities							
Total Revenues							
Profit Before Taxes							
Profit After Taxes							
Average Annual Turnover =(A+B+C)/3							

The Average Annual Turnover for ...... (Name of the Company) is ₹ <Insert Value> (Rupees <Insert Value in Words> and the ...... (Name of the Company) has Positive Net Worth during the last Three (03) Financial Years i.e. FY 21-22, FY 22-23, FY 23-24.

Signature of Authorized Signatory (with official seal) Name : Designation : Address : Telephone : Email address: 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.
- 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 Three audited financial Years FY 2021-22, FY 2022-23 and FY 2023-24 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

То

## 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 A	uthorized 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 authorities that the said office in Maharashtra shall remain fully functional and operational for 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 members 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 (Authorization for signing on behalf of Bidding Company)

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

## Annexure L: Draft Conditions of Contract

This AGREEMENT is made at\_\_\_\_\_\_, Maharashtra, on this \_\_\_\_day of, \_\_\_\_ 2025,

## 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. Work Order
- 2. RFP document and Corrigendum, if any
- 3. Scope of Work as given in the RFP Document
- 4. Project & Payment schedule as given in the RFP Document
- 5. Terms & Conditions of Contract as given in the RFP Document
- 6. Service Level Agreement (SLA) as given in the RFP Document
- 7. Technical proposal of Bidder
- 8. Financial Proposal

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 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 a letter or 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:

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

Ву -----

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

Signed, sealed, and delivered By -----

For and on behalf of the "Agency",

Witnesses:

(1)

(2)

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

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

Note:

- 1. The stamp duty payable for the contract shall be borne by the Agency
- 2. The above Draft Master Service Agreement is only an 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

1.	Name of the Staff				
2.	Current Designation in the Organization				
3.	Proposed Role in the Project				
4.	Proposed Responsibilities in the Project				
5.	Date of Birth				
6.	Education	<ul> <li>Degree / Diploma, College, University, Year of Passing</li> <li>Degree / Diploma, College, University, Year of Passing</li> </ul>			
7.	Summary of Key Training and Certifications	•			
8.	Language Proficiency	Language	Reading	Writing	Speaking
9.	Employment Record (For the total relevant experience)	From / To: Employer: Position Held: From / To: Employer: Position Held: From / To: Employer: Position Held:			
10.	Total No. of Years of Work Experience				
11.	Total No. of Years of Experience for the Role proposed				
12.	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)	Name of assignment or project:Month/Year:From / To:Location:Client:Main project features:Positions held:Activities performed:			

## Annexure N: CV Format for key resources to be deployed during Implementation