



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

Request for Proposal

For

Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB

RFP Reference No. : 240709-FTS-0152
Date of Issue : 11/07/2024
Tender Price : Rs. 23,600/- (Inclusive of all taxes)

Issued By:

Member Secretary

Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022
Tel: 022-2402 0309 (Extn – 309)
Email ID: robmw@mpcb.gov.in
Website: <https://mpcb.gov.in>

Table of Contents

Tender Notice	10
Tender Schedule:.....	11
1. Invitation for Bids.....	12
2. Instructions to Bidders	15
2.1 Introduction of MPCB.....	15
2.2 Project Background.....	16
2.3 Project Objectives.....	18
2.4 Consortium	18
2.5 Sub-Contracting Conditions.....	18
2.6 Completeness of Response	18
2.7 Proposal Preparation Costs	19
2.8 Bidder Inquiries.....	19
2.9 Amendment of RFP Document.....	19
2.10 Supplementary Information to the RFP	19
2.11 MPCB’s right to terminate the process	19
2.12 Earnest Money Deposit (EMD).....	19
2.13 Authentication of Bid	20
2.14 Language of Bids.....	20
2.15 Patent Claim.....	20
2.16 Data/ Documents/Software Prepared by Successful Bidder to be Property of MPCB	21
2.17 Bid Submission Format.....	21
2.18 Bid Submission Instructions.....	21
2.19 Late Proposal and Proposal Validity Period.....	22
2.20 Modification and Withdrawal of Proposals.....	22
2.21 Non-conforming Proposals.....	23
2.22 Acknowledgement of Understanding of Terms	23
2.23 Bid Opening.....	23
2.24 Evaluation Process	24
2.25 Prequalification criteria	25
2.26 Evaluation of Prequalification Proposals	28

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

2.27 Evaluation of Technical Proposals	28
2.28 Technical Evaluation Methodology.....	28
2.29 Technical Evaluation Criteria	29
2.30 Commercial Evaluation.....	32
2.31 Award of Contract	33
2.31.1 MPCB’s Right to Accept any Bid and to Reject any or All Bids.....	33
2.31.2 Letter of Intent.....	33
2.31.3 Signing of Contract	33
2.31.4 Failure to agree with the Terms & Conditions of the RFP / Contract	33
2.32 Non-Disclosure Agreement (NDA).....	33
2.33 Security Deposit.....	33
2.34 Bid Prices	34
2.35 Bid Currency	34
2.36 Signature	34
2.37 Correction of errors.....	34
2.38 Corrections to Arithmetic errors.....	34
2.39 Disqualification.....	34
3. Scope of Work.....	36
3.1 Vehicle Tracking System	38
3.1.1 Vehicle Tracking System Scope of Work	38
3.1.2 Vehicle Tracking System Devices	38
3.2 Central Control Centre/Command & Control System	38
3.2.1 Automatic Vehicle Locating System	39
3.2.2 Reports Management	41
3.2.3 Alerts Management	41
3.2.4 User Management.....	42
3.2.5 Video Wall and Operator Terminal.....	42
3.3 Integration with MPCB Applications	48
3.4 Implementation	48
3.5 Support, Maintenance and Warranty.....	50
3.6 Security Audit and Training.....	51
3.6.1 Security Audit	51
3.6.2 Training.....	52

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

3.6.3	Operational Acceptance	52
3.6.4	Unit Test and System Integration Testing	53
3.6.5	Complete System Acceptance	53
3.6.6	Inspection and Testing	54
3.6.7	Content Creation and Updating	54
3.7	Documents and Manuals	54
3.8	Service Level Agreement	55
3.8.1	Pre-Implementation SLA	56
3.8.2	Post Implementation SLA	56
3.9	VTS Uptime	56
3.10	Resolution Time	57
3.11	Compliance of Standards	58
3.12	Copyright	58
3.13	Hosting, Operations and Maintenance	58
3.13.1	Minimum Technical Specifications for DC / DR Sites	58
3.13.2	Backup and Preventive Maintenance	59
3.13.3	Network and IT Infrastructure	60
3.14	Engagement Model	60
3.15	Exit Management	64
4.	General Conditions of Contract	65
4.1	Governing Law	65
4.2	Confidential Information	65
4.3	Change in Laws and Regulations	65
4.4	Force Majeure	65
4.5	Change Orders and Contract Amendments	66
4.6	Settlement of Disputes	66
4.6.1	Performance of the contract	66
4.6.2	Arbitration	66
4.6.3	Extensions of Time	66
4.7	Termination	67
4.7.1	Termination by MPCB	67
4.7.2	Termination by Bidder	67
4.7.3	Payment upon Termination	68

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

4.7.4 Assignment	68
4.7.5 Other Conditions	68
4.7.6 Risk Purchase.....	68
4.8 Delays in bidder’s performance	69
4.9 Modification in requirements.....	69
4.10 Bidder’s integrity.....	69
4.11 Bidder’s obligation	69
4.12 Corrupt or Fraudulent Practices	70
4.13 Interpretation of the clauses in the bid document / contract document.....	70
4.14 Licenses for supplied software.....	70
4.15 Non-Exclusivity, License Fee, IPR	70
5. Guidelines for Pre-Qualification Bid	71
5.1 Checklist for the documents to be included in the Pre-Qualification Envelope	71
5.2 Pre-Qualification Cover Letter	76
5.3 Format to share Bidder’s and Bidding Firms Particulars.....	78
6. Guidelines for Technical Proposal	65
6.1 Checklist for the documents to be included in the Technical Envelope.....	65
6.2 Technical Bid Cover Letter	69
6.3 Format to Project Citation	71
6.4 Project Implementation Methodology	72
7. Guidelines for Financial Proposal	73
7.1 Financial Proposal Cover Letter	73
7.2 Financial Proposal Instructions	74
8. ANNEXURES.....	75
Annexure A: Format for Financial Bid	75
Annexure B: Format for “Request for Clarification”	79
Annexure C: Format for Self-Declaration	80
Annexure D: Format for Security Deposit	81
Annexure E: Non-Disclosure Agreement.....	82
Annexure F: Declaration of Data Security	85
Annexure G: Power of Attorney	86
Annexure H: Financial Declaration of Bidder.....	87
Annexure I: Format for Declaration by the Bidder for not being Blacklisted /Debarred.....	89

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Annexure J: Undertaking for Opening Office in Maharashtra90
Annexure K: Format for Declaration from HR department of the Bidder91
Annexure L: Draft Conditions of Contract92

Disclaimer

This Request for Proposal (RFP) for “**Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB**” is issued by Maharashtra Pollution Control Board (MPCB).

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither 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 for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB** (hereinafter referred to as “MPCB VTS”), 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 for making a decision 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 MPCB Project. MPCB shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

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

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

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Abbreviations

Abbreviation	Description
AMC	Annual Maintenance Contract
AoA	Article of Association
AVLS	Automatic Vehicle Location System
CAPEX	Capital Expenditure or Capital Expense
CCC	Central Control Centre
CCS	Command -and-Control System
CMMI	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
GPS	Global Positioning System
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
ITES	Information Technology Enabled Services
LAN	Local Area Network
LED	Light Emitting Diode
LLP	Limited Liability Partnership
LoA	Letter of Offer and Acceptance
LoI	Letter of Intent
MIS	Management Information System
MoA	Memorandum of Association
MPCB	Maharashtra Pollution Control Board
MPLS	Multiprotocol Label Switching
NDA	Non-Disclosure Agreement
NEFT	National Electronic Fund Transfer
NIC	National Informatics Centre

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Abbreviation	Description
OEM	Original Equipment Manufacturer
OPEX	Operating Expenses or Expenditure
PAN	Permanent Account Number
PDF	Portable Document Format
PIC	Project Implementation Committee
PKI	Public Key Infrastructure
PoC	Proof of Concept
PSU	Public Sector Undertaking
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
UT	Union Territory
VTS	Vehicle Tracking System / Solution
W3C	World Wide Web Consortium
WAN	Wide Area Network
WCAG	Web Content Accessibility Guidelines
XML	Extensible Markup Language

Tender Notice

Tender No: 240709-FTS-0152

Date: 11/07/2024

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for "**Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB**". MPCB intends to solicit technical and commercial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before date mentioned in the RFP.

For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> Tender form fee payment of **Rs. 23,600/-** (Rs. 20,000 + 18% GST Applicable and non-refundable) by payment gateway online. No brokers/intermediaries shall be entertained. The MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

NOTE:

1. Detailed timetable for the various activities to be performed in e-tendering process by the tenderer for quoting their offer is given in these tender documents under "**Tender Schedule**". Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
2. Every effort should be made to keep the website up to date and running smoothly 24 x 7 at the MPCB by the service provider. However, MPCB takes no responsibility, and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
3. In the event MPCB will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection, or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. The tenders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
5. MPCB will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
6. Bidders must get done all the e-tendering activities well in advance.

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Tender Schedule:

Sr. No.	Particulars	Start Date	End Date
1.	Tender Publish	11/07/2024	-
2.	RFP Document Download	11/07/2024	09/08/2024
3.	Last date of submission of Pre-Bid Queries	11/07/2024	24/07/2024
4.	Pre-Bid Meeting	25/07/2024	25/07/2024
5.	Last date of Bid Submission	26/07/2024	09/08/2024
6.	Pre-Qualification Opening	12/08/2024	12/08/2024
7.	Technical Qualification Opening	Will be informed later	-
8.	Commercial Bid Opening	Will be informed later	-

Note:

- 1) Earnest Money Deposit: - **Rs. 20,00,000/-** (Rupees Twenty Lakhs Only) through Online Payment via net banking mode.
- 2) 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 020-3018 7500.
- 3) Bidders should submit the document related to tender online. The bidders who wish to submit the payment of EMD by way of RTGS/NEFT should pay the same two working days in advance before the last day of bid preparation. Cost of tender form of **Rs. 23,600/-** (including GST) should be credited in to MPCB fund account by online payment gateway, before opening of the technical Bid otherwise Bidders cannot participate in e-tendering.
- 4) Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
- 5) 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

MPCB hereby invites Proposals from reputed, competent, and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the **“RFP for Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB”** as detailed in **Section 2.25** of this RFP document.

- (i) The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode only.
- (ii) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e., Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- (iii) 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.
- (iv) Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

The summary of details with regard to this invitation of bids are listed in the table below:

Sr. No.	Items	Description
1.	RFP Reference No.	240709-FTS-0152
2.	Name of the Project	RFP for Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB.
3.	RFP Document Download Start / End Date & Time	Start Date: 11/07/2024 at 11:00 am (IST) End Date: 09/08/2024 up to 5:00 pm (IST) Please visit the below mentioned e-Tendering website: https://mahatenders.gov.in
4.	Last date to send in requests for clarifications	All the queries should be received on or before 24/07/2024 up to 5:00 pm (IST) , through email only with subject line as follows: "Pre-Bid queries - <Agency's Name>". The queries should be submitted as per the format prescribed in Annexure B The Pre-Bid queries to be sent to the email Id – robmw@mpcb.gov.in
5.	Date, Time and place of pre-bid meeting	25/07/2024 at 3.00 pm (IST) , Address: Maharashtra Pollution Control Board, Kalpataru Point, 4 th floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 And on through MS Teams link as mentioned below: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzhhOWZmMGUtZWM1NS00ZWY0LWEwMmYtNzAxNDg1NDM5Nzdi%40thread.v2/0?context=%7b%22Tid%22%3a%228940ba96-6696-4ae0-9961-6f604093928f%22%2c%22Oid%22%3a%22d3bd62ac-34c8-4f2e-a7a4-fa81846e215c%22%7d
6.	Last date (deadline) for submission of bids	09/08/2024 up to 5:00 pm (IST)
7.	Date and Time of opening of prequalification proposals	12/08/2024 at 11:00 am (IST)

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

8.	RFP Document Fee to be paid via Online Payment Gateway mode only.	Rs. 23,600/- (Including GST)
9.	Date Time and Place of opening of Technical Proposals	Will be intimated later.
10.	Date Time and Place of opening of Financial Proposals	Will be intimated later.
11.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only.	Rs. 20,00,000/- (Rupees Twenty Lakhs Only)
12.	Security Deposit	10% total contract value (TCV)
13.	Last date for signing contract	As intimated in work order of MPCB
14.	Bid Validity Period	180 days from the date of submission of Bid
15.	Contract Period	5 Years and 6 Months from the date of signing of Contract Agreement
16.	Contact Person: Officer: Shri. Shankar Waghmare Tel No: 022 2402 0309 (Extn – 309) Website: https://mpcb.gov.in email: robmw@mpcb.gov.in	

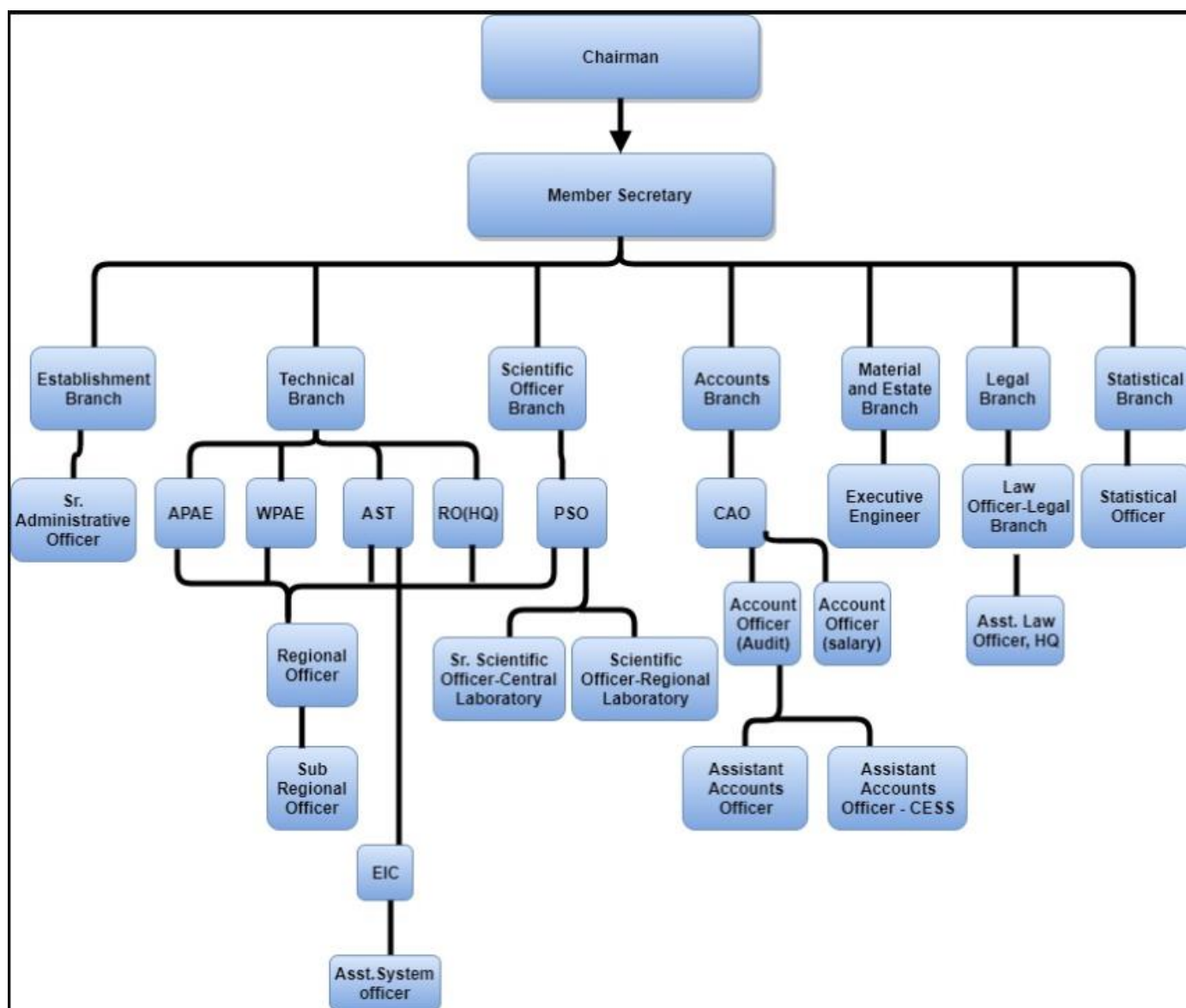
Note: Prospective Bidders may visit MPCB's IT Office for any further information / clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.

2. Instructions to Bidders

2.1 Introduction of MPCB

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

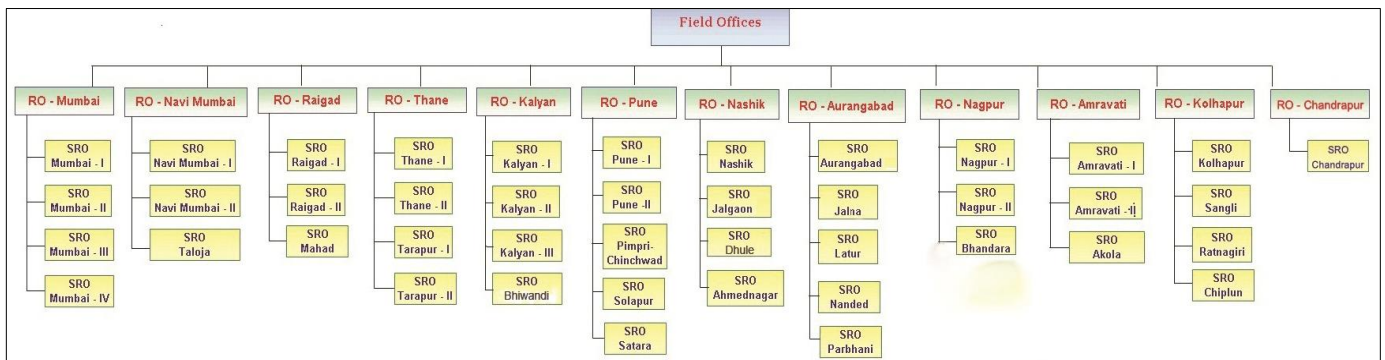
MPCB's organization setup is as under:



Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Some of the important functions of MPCB are:

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



2.2 Project Background

As the primary environmental regulatory authority in the state of Maharashtra, the Maharashtra Pollution Control Board (MPCB) is entrusted with safeguarding public health and the environment from the adverse impacts of pollution. One of the key areas of concern for the MPCB is the safe transportation of hazardous waste from industrial and other sources to designated treatment, storage, and disposal facilities.

To strengthen enforcement measures and ensure compliance with environmental regulations, the implementation of a robust vehicle tracking system for hazardous waste transportation is imperative.

Current Challenges:

The current methods of monitoring and regulating hazardous waste transportation pose significant challenges for the MPCB:

1. **Limited Oversight:** The lack of a centralized monitoring system makes it difficult for the MPCB to track the movement of hazardous waste vehicles in real-time. This limits the board's ability to detect and respond to unauthorized activities or deviations from approved transportation routes.
2. **Compliance Monitoring:** Ensuring compliance with regulatory requirements, such as proper packaging, labeling, and documentation of hazardous waste during transportation, is challenging without adequate monitoring mechanisms in place. This increases the risk of non-compliance and environmental violations.
3. **Emergency Response:** In the event of accidents, spills, or other emergencies involving hazardous waste transportation, the timely response is crucial to mitigate potential risks to public health and the environment. However, the lack of real-time tracking capabilities hinders the MPCB's ability to coordinate emergency response efforts effectively.

Need for a Vehicle Tracking System:

The implementation of a comprehensive vehicle tracking system tailored for hazardous waste transportation addresses these challenges and provides the following benefits:

1. **Enhanced Regulatory Compliance:** By incorporating real-time monitoring and reporting features, the tracking system enables the MPCB to verify compliance with regulatory requirements throughout the transportation process. This includes monitoring the condition of hazardous waste containers, ensuring proper handling procedures, and verifying adherence to approved transportation routes.
2. **Improved Enforcement:** With precise tracking data available, the MPCB can identify and investigate potential violations more efficiently. Unauthorized stops, route deviations, or instances of non-compliance can be detected promptly, allowing the board to take timely enforcement actions and impose necessary penalties.
3. **Emergency Preparedness:** A robust tracking system facilitates timely emergency response by providing accurate location data and relevant information to emergency responders in the event of accidents or spills involving hazardous waste. This enables swift containment measures and minimize the potential impact on public health and the environment.
4. **Data-driven Decision Making:** The tracking system generates valuable data insights that can inform regulatory decision-making and policy formulation. By analyzing transportation patterns, compliance trends, and operational efficiencies, the MPCB can identify areas for improvement and implement targeted interventions to enhance regulatory effectiveness.

2.3 Project Objectives

The primary objectives of implementing a vehicle tracking system for hazardous waste transportation from the perspective of the Maharashtra Pollution Control Board are as follows:

1. Develop a comprehensive vehicle tracking solution that meets the specific requirements and enforcement needs of the MPCB, including real-time monitoring, compliance verification, and emergency response functionalities using established integrated Command and Control System.
2. Ensure seamless integration with existing information systems of MPCB and external VTMS / AVLS systems to facilitate data sharing and collaboration among stakeholders involved in hazardous waste management.
3. Evaluate the effectiveness of the tracking system through performance monitoring, incorporating feedback from stakeholders to refine system functionalities and address any implementation challenges.
4. Conduct outreach and training programs to educate MPCB employees, industry stakeholders, and transporters about the benefits and requirements of the tracking system, fostering compliance and adoption.

2.4 Consortium

Consortium is not Allowed within the scope of this RFP.

2.5 Sub-Contracting Conditions

1. The Bidder can sub-contract project activities for GIS data update, Cloud hosting services. However, it is clarified that the Bidder shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Implementation Agency undertakes to indemnify the Nodal Agency or its nominated agencies from any claims on the grounds stated hereinabove.
2. The bidder shall share all the details of the Service Provider in the Technical Bid. Both during the process of award, and post award of contract, if there is a change in sub-contractor, the Bidder shall obtain prior permission form MPCB.

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 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

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

2.9 Amendment of RFP Document

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

2.10 Supplementary Information to the RFP

If 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. 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 **Rs. 20,00,000 /- (Rupees Twenty Lakhs only)** through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful Bidder(s) EMD will be returned within 90 days from the date of finalization of the tender. EMD of Successful bidder will be returned only after submission of Security

Deposit.

3. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to all Bidders (including the Successful bidder(s)) without any accrued interest on it
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a Successful bidder(s) if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then MPCB shall reject the bid and, if necessary, initiate action.
6. The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

2.13 Authentication of Bid

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

2.14 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at 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 Successful bidder of any such claim and recover it from the bidder.

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

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

2.17 Bid Submission Format

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

2.18 Bid Submission Instructions

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

Particulars	Instructions
Envelope A: Pre-qualification Proposal	The Pre-qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in in <u>Section 5</u> of this RFP Each page of the Pre-qualification Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Pre-qualification Proposal should be submitted through online bid submission process only.
Envelope B: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <u>Section 6</u> 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: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in <u>Section 7</u> 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. The following points shall be kept in mind for submission of bids:
 - a. 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.
 - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
 - c. MPCB may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
 - d. Financial Proposal shall not contain any technical information.
 - e. If any Bidder does not qualify the prequalification criteria stated in Section 2.24 of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
 - f. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.
 - g. Proposals sent by courier / post/ fax shall be rejected.

2.19 Late Proposal and Proposal Validity Period

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

2.20 Modification and Withdrawal of Proposals

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

2.21 Non-conforming Proposals

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

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

2.22 Acknowledgement of Understanding of Terms

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

2.23 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
2. MPCB reserves the rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in two stages.
4. In the first stage, prequalification proposals shall be opened and evaluated as per the criteria mentioned in Section 2.24 of the RFP. Technical Proposals of bidders who pass the prequalification criteria shall be opened.
5. In the second stage, Financial Proposal of those Bidders, whose Technical Proposals qualify, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
6. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MPCB will continue process and open the bids of all bidders.
7. 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 opening of the technical proposal.
3. TEC shall review the Technical Proposal of the prequalified Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
4. TEC shall assign a technical score to the Bidders based on the technical evaluation criteria mentioned in the RFP. The Bidders with a technical score above the threshold as specified in [Section 2.30](#) of the RFP shall technically qualify for the commercial evaluation stage.
5. The financial proposals of the technically qualified Bidders shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
6. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
7. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.

2.25 Prequalification criteria

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ1	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR Indian Partnership Act 1932 as amended time to time.	a) General Information of Bidder along with Bidder’s constituting documents such as MOA, AOA. b) Copy of Certificate of Incorporation / Registration/ Partnership deed of Bidder/ LLP deed c) Copy of PAN Card d) Copy of GST Registration e) Copy of Power of Attorney as per Annexure G
PQ2	Turnover	The average annual turnover of the bidder from System Integration / ICT Systems Development and Implementation Work for the last three (03) audited financial years should be more than Rs. 45.0 Cr. (FY 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover from IT/ITES services is mandatory as per the format Annexure H
PQ3	Net worth	Bidder shall have Positive Net Worth in each of the last Three (03) Financial Years. (FY 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for Net worth as per the format Annexure H
PQ4	Project Experience 1	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 Rs. 8.0 Cr. OR	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
		<p>Two (02) projects with “Similar works” each costing at least Rs. 6.0 Cr. OR Three (03) projects with “Similar works” each costing at least Rs. 4.0 Cr.</p> <p>“Similar works”: The projects should be AVLS solution implemented and shall have following components:</p> <ol style="list-style-type: none"> 1. Automatic Vehicle Locating System 2. Central Command Center for AVLS 3. Vehicle Tracking Mobile Application on Android/iOS <p>for any Central/State Govt. or Sate Govt. Undertaking/ PSU/ULBs/Corporation in India</p>	<p>completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project.</p> <p>c) Project Citation as per format specified in Clause 6.3</p>
PQ5	Certificates	<p>The Bidder should be registered with appropriate authorities under following:</p> <ol style="list-style-type: none"> a. Employees Provident Fund AND b. Employees State Insurance Acts <p>or</p> <p>Group Insurance Schemes</p> <p>or</p> <p>Contract Labour (Regulation and Abolition Act), as applicable to the bidder organization.</p>	<ol style="list-style-type: none"> a) Attested copy of the Employee Provident Fund registration letter / certificate b) Attested copy of the Employee State Insurance registration letter / certificate or Attested copy of Group Insurance Schemes letter/ certificate or Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. c) Documents to be submitted, as applicable.
PQ6	Manpower Strength	The bidder should have minimum 50 full time resources	A self-certified letter signed by the Authorized Signatory of the Bidder. Annexure K

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
		with IT/ITeS on its payroll as on date of submission of the bid.	
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. Or b) The bidder shall have active ISO 9001:2015 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.
PQ8	Office in Maharashtra	The bidder shall have office in Maharashtra or shall open office in Maharashtra within 30 days from date of issuance of LOA/LOI	Copy of existing office address proof like 7/12 (satbara)/ lease agreement/utility bill in the name of the bidder OR In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the RFP in Annexure J
PQ9	Blacklisting	The Bidder should not be blacklisted by any Central Government/ State Government / Union Territory (UT) / Urban Local Body (ULB)/ PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices, or any other unethical conduct either indefinitely or for a particular period of time as on last date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure I

Note:

- a) In case the bidder is a partnership/proprietary firm, the work experience, solvency and turn

over shall be in the name of partnership/ proprietary firm only.

- b) AVLS is defined as information system which automatically determines and transmits the geographic location of a vehicle and display real time location of vehicles using Internet on digital map or map-based application.

2.26 Evaluation of Prequalification Proposals

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

2.27 Evaluation of Technical Proposals

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

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

2.28 Technical Evaluation Methodology

1. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points.
2. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
3. MPCB reserve the right to accept or reject any or all bids without giving any reasons thereof.
4. MPCB shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

2.29 Technical Evaluation Criteria

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
TQ 1	Annual Turnover of Bidder during last 3 Financial years - (FY 2020-21, FY 2021-22, FY 2022-23)	10	>= Rs. 45.0 Cr. and < Rs. 55.0 Cr.	05	Audited Profit & Loss Account and Balance Sheet for (FY 2020-21, FY 2021-22, FY 2022-23) & suitable CA Certificate/Audited Profit & Loss Account and Balance Sheet.
			>= Rs. 55.0 Cr. and < Rs. 65.0 Cr.	08	
			>= Rs. 65.0 Cr.	10	
TQ 2	<p>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 Rs. 8.0 Cr. OR Two (02) projects with “Similar works” each costing at least Rs. 6.0 Cr. OR Three (03) projects with “Similar works” each costing at least Rs. 4.0 Cr.</p> <p>“Similar works”: The projects should be AVLS solution implemented and shall have following components: Automatic Vehicle Locating System, Central Command Center for AVLS, Vehicle Tracking Device and Commissioning Vehicle Tracking Mobile Application on Android/iOS for any Central/State Govt. or Sate Govt. Undertaking/PSU/ULBs</p>	30	Total Project Value of maximum any three projects submitted meeting the Criteria:		
			Total Project Value >= Rs. 8.0 Cr. and < Rs. 12.0 Cr.	15	
			Total Project Value >= Rs. 12.0 Cr. and < Rs. 16.0 Cr.	20	
			Total Project Value >= Rs. 16.0 Cr.	30	

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
TQ 3	The Bidder must have experience in “Establishment and Operation and Maintenance of Command-and-Control System with video wall supporting Automatic Vehicle Tracking and Monitoring System” having project value of Rs. 1.0 Cr. during last five (05) years as on last date of submission of bid for any Central/ State Govt. or Sate Govt. Undertaking/PSU/ULBs	15	Total Project Value of maximum any three projects submitted meeting the Criteria:		a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project. d) Project Citation as per format specified in Clause 6.4
			Total Project(s) Value >= Rs. 1.0 Cr. and < Rs. 2.0 Cr.	10	
			Total Project(s) Value >= Rs. 2.0 Cr.	15	
TQ 4	Manpower Strength: The bidder should have minimum 50 full time resources with IT/ITeS on its payroll as on date of submission of the bid.	10	>= 50 and < 100	5	A self-certified letter signed by the Authorized Signatory of the Bidder.
			>= 100 and < 150	8	
			> 150	10	

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
	Manpower expertise:	10	On roll Software stack developers – Minimum 05 nos.	04	(Note: non-availability or less availability of manpower expertise on roll will score Zero (0) marks.
On roll DBA – Minimum 01 no.			02		
On roll GIS Experts – Minimum 02 nos.			02		
On roll H/W, Network and System administrators one each type- Minimum 03 nos.			02		
TQ 7	Certification: The bidder shall have active SEI CMMI Level 3 OR ISO 9001:2015 or its higher version certification valid as on last date of submission of bid.	05	ISO 9001: 2015	03	Copy of valid certifications as on last date of submission of bid.
			CMMi Level 3	03	
			CMMi Level 4	04	
			CMMi Level 5	05	
TQ 8	Technical Presentation & Demo of the system capability	20	Technical Presentation	20	Presentation
	Total	100			

Note:

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

Demo/ Proof of Concept: *Data entry of required information (Vehicles, Drivers, Routes etc.) in software application working on internet. Record and display of real time vehicle location and various vehicle tracking scenarios in software application working on internet. All expenses towards successful demo will be borne by bidders.*

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

2.30 Commercial Evaluation

1. Bidders who have obtained minimum 70 marks in complete Technical Evaluation will be considered for Financial Bid Evaluation.
2. The financial proposal of only the qualified Bidders based on Pre-Qualification criteria and Technical Criteria shall be opened for the evaluation.
3. PART C: shall be considered for financial evaluation.
4. The bidders will be ranked based on their bids for providing lowest cost Grand Total as per financial format Section C: Aggregation of Bid Value (CAPEX and OPEX) submitted to MPCB. The bidder securing the lowest quote will be adjudicated as the most responsive Bidder for award of the Project.
5. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.
6. In the event of two or more Bidders bidding the same price, then 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 preferred bidder as Successful 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 or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MPCB's action.

2.31.2 Letter of Intent

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

2.31.3 Signing of Contract

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

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

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

2.32 Non-Disclosure Agreement (NDA)

The Successful bidder has to sign the Non- Disclosure Agreement (**Annexure E**) with MPCB.

2.33 Security Deposit

1. The successful bidder needs to deposit/submit a security deposit equal to 10% of bid value as Bank Guarantee only. The security deposit shall be valid for a period of 6 years. It should be submitted within 15 days from the receipt of the letter towards award of the contract for due and proper fulfilment of bid document conditions.
2. The security deposit should be submitted within the period specified above; failing which MPCB may cancel the offer made to the bidder.
3. The security deposit will be forfeited if vendor has not fulfilled the terms and conditions as per bid document.
4. MPCB shall also be entitled to make any recoveries due from the bidder from security deposit submitted against this bid document. In such case the bidder will have to recoup the security deposit amount so recovered within 10 days.

5. The security deposit shall be retained by MPCB for the period of 5.5 years plus 6 months from the date of submission of deposit. No interest will be payable by the MPCB on the amount of the Bid Security. Security Deposit shall be released after 5.5 years plus 6 months from the date of submission of security deposit or completion of all work whichever is later.

2.34 Bid Prices

The vendor has to quote for “Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB”, in the format given for financial bid. Validity of Bid shall be of 180 days.

2.35 Bid Currency

The rates quoted shall be in Indian Rupees only.

2.36 Signature

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

2.37 Correction of errors

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

2.38 Corrections to Arithmetic errors

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

2.39 Disqualification

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

- Bid not submitted in accordance with the bid document.
- The bidder qualifies the bid with his own conditions.
- During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
- Bid is received in incomplete form.
- Bid is received after due date and time.
- Bid is not accompanied by all requisite supporting documents.
- Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

matter at what stage) or during the tenure of the contract including the extension period if any.

- The Successful bidder fails to enter into a contract within 10 working days of the date of notice of award of contract or within such extended period, as fixed by MPCB.
- 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

Currently, waste generating and receiving industries, receiving facilities and hazardous waste transporters operates around 2100 vehicles across the State. This number may increase in future. MPCB envisages to have effective, and user-friendly solution for tracking of these vehicles and managing the waste collection information via use of Vehicle Tracking System and monitoring it centrally through Command-and-Control System.

Core objectives of the project are:

- Enable the real time tracking of the vehicle by knowing the latest location
- Effective monitoring of vehicle during transit / travel
- Integration of the proposed system with MPCB Systems viz. Integrated MIS
- Integration of the proposed system with multiple external vehicles tracking systems
- Mark in GIS and create Geofences for the Hazardous Waste Generating Industries, Hazardous Waste Receiving Industries, Hazardous Waste Receiving Facilities
- Establish a Command-and-Control System along with Video Wall
- Generate Analysisist of the collected waste as per user defined period and generate reports

The overall scope of the implementation shall consist of supply, development/customization, testing, installation, commissioning, training, operations and maintenance support of software solution for a period of 5 years post Go-Live. The project is planned to cover more than 2100 vehicles operated by multiple agencies. All these vehicles shall be integrated with proposed system, monitor movement of vehicles carrying hazardous waste and generate statistical analysis of amount of waste being collected, transported, and delivered / disposed. Location for Command-and-Control Centre shall be specified to the Successful bidder. The system should have provision to scale and include more vehicles in the future. The scope of work mentioned below is indicative but not exhaustive.

Scope of work overview:

Sr. No.	Particulars	Description
Software and GIS Map Components		
1.	Automatic Vehicle Locating System (AVLS) including Mobile App (Android based)	Development / customization, testing, installation, and commissioning of Automatic Vehicle Locating System to display real time location of vehicles on GIS map, Analytics of waste collection on the Dashboard and functionalities mentioned in the detailed scope.
2.	AVLS supporting Database	RDBMS supply, installation, and maintenance for 5 years to support the data collected and collated by the AVLS

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Particulars	Description
3.	GIS Base map	The Successful bidder has to supply the high-resolution GIS map service for Maharashtra having all the base map layers having vector and raster data. Vector layers should include all types of roads and associated structures, railways and stations, airports, water bodies and river/Nala network, building structures, administrative boundaries, all landmarks / point of interests, etc.
4.	Mapping of all the locations of the industries, collection centers, facilities, Testing Labs in GIS and create Geofence for each location.	Creation of vector GIS data layers (point, line, polygons) for all the locations of the industries, collection centers, facilities, Testing Labs in GIS and create Geofence for each location as per requirement.
5.	Integration of the AVLS with systems established by MPCB	Integration of the proposed AVLS system with Consent Management System and associated modules established by MPCB for waste information and vehicles.
6.	Integration of the AVLS with external AVLS systems specified by MPCB	Integration with external AVLS systems specified by MPCB mainly AVLS' managed by other agencies.
Central Control Center		
7.	Establishment of Central Control Center at MPCB	Establishment of Video wall as per the requirement specified in the detailed scope of work and its maintenance support. Video wall for the wall size 6 feet wide x 6 feet height (LED technology).
8.	Desktop Computer	Supply of 4 Nos. of Desktop Computers as per the specifications mentioned in this RFP and its maintenance support.
Other Components		
9.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and once a year during Annual Maintenance Contract i.e., total 5 times.
10.	Annual Maintenance Contract	Annual Maintenance Contract for all supplied hardware and software components post Go- Live during maintenance contract period of 5 years by deploying necessary resources onsite including: <ul style="list-style-type: none"> ✓ Project Coordinator cum Business Analyst ✓ System Administrator / Database Administrator ✓ Hardware Engineer

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Particulars	Description
11.	Hosting the system on public cloud with DR	Setup, configuration, end-to-end management of Cloud hosted DC and DR required for smooth running of system after Go-Live for 5 years
12.	Training and Handholding	Impart training to the MPCB employees before Go-Live and Refresher training within 6 months after Go-Live and submission of training documents. Annual refresher training to be conducted as per requirement.

3.1 Vehicle Tracking System

3.1.1 Vehicle Tracking System Scope of Work

- The selected Bidder shall supply an integrated automatic vehicle tracking solution complying with requirements stated in this RFP including tracking locations on map and display waste transportation statistics on the dashboard. There should be extended facility to monitor the system through established video wall.
- Integration of vehicles and monitoring the information through single Central Control Centre (CCC).
- Track and monitor the movement of vehicles on real time basis through integration of external vehicle tracking systems.
- Monitoring of vehicles will be done as per organizational levels.
- Effective management through a decision support system by collating and storing information about the vehicles on real time basis received through integration external systems.
- Obtaining online real time information to facilitate operations and management.
- Effective monitoring of break downs and related information.
- Database driven approach using latest software/technology.
- Provision of compatible software of latest version be made available to MPCB users.
- Vehicle Tracking System's access shall be provided to all MPCB users located across Maharashtra for effective monitoring, analysis, and reporting.
- System shall support customizable access and escalation rules and matrix for operations, events, and alerts.
- Training to MPCB officials.

3.1.2 Vehicle Tracking System Devices

Supply of vehicle tracking system devices is out of the scope of this RFP. However, the data received from external vehicle tracking systems through integration shall be from those devices which will be compliant with AIS 140 standards.

3.2 Central Control Centre/Command & Control System

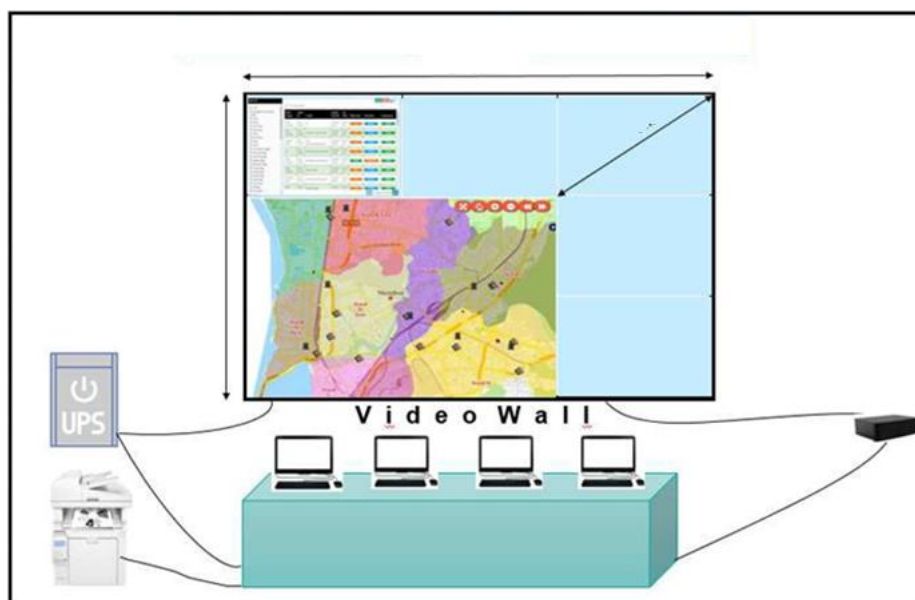
- Agency shall setup Central Control Centre having video wall which will facilitate monitoring and tracking vehicles through integrated external systems.
- Central Control Centre shall be based at MPCB premises, location for same will be notified to

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Successful bidder.

- Central Control Centre shall be operated by MPCB employees; however, training shall be imparted to the MPCB staff by the Agency.
- The Central Control Centre (CCC) related space provisioning will be done by MPCB. The required non-IT components like, electricity, seating space (furniture) etc. will be provided by MPCB.
- Central Control Centre must have provision and capability for enabling two-way voice communication with Command Centre and the vehicle Crew. However, no additional hardware device shall be used for same.

Representative central control center with video wall is shown below:

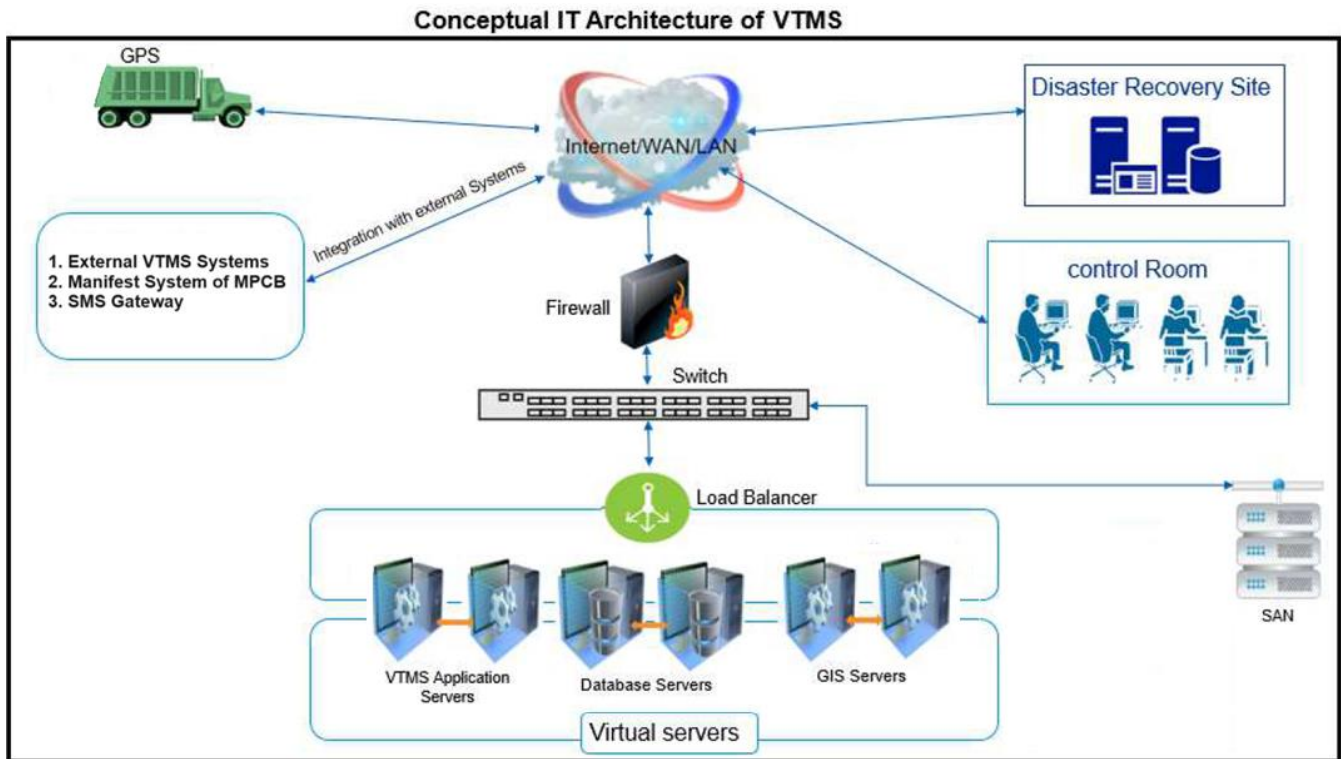


3.2.1 Automatic Vehicle Locating System

- Automatic Vehicle Locating System is one of the core modules of VTS System.
- The software shall be web based and utilizes high resolution digital map to show real-time position of the vehicles.
- The software shall provide map-based tracking by the control center operators.
- The software is expected to have enterprise capabilities which enables multiple user type to be enabled to carry out various functions like, Alarm Management, Vehicle Schedule Tracking, Speed Management, Stoppage management, Route replays, vehicle tracking dashboard etc. as a standard functionality.
- The software shall enable control center management staff for quick decision-making capability, which shall be achieved by providing graphical tools for visualization.
- The software shall enable MPCB to drill and analyze information and online data in a multidimensional manner.
- Comprehensive analysis and reporting capabilities are expected to be part of the application delivery which matches the world standard capabilities of AVLS systems.

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

The conceptualized representative architecture of Vehicle Tracking System is shown below:



The software shall have capability to be complaint with multi-screen-based tracking system, so as to enable tracking staff to quickly analyze activities and have a better insight into operational data of all activities within the system.

1) Following minimum features are expected from desired AVLS:

- Real time vehicle location to be shown on digital map with user defined refresh rate.
- Geo-fencing provision for alarm if vehicle goes out of defined area. The threshold value of the fencing should be selectable.
- System shall be able to utilize geo-coordinate along with time stamp to identify location of vehicle(s) at particular time.
- Indicate start route in real time on map.
- Register a vehicle on unscheduled route or change the route of scheduled vehicles from backend on real time basis.
- Provision to create new routes.
- Alerts will need to be generated in case of deviations from the authorized route and recorded in all cases for reporting and review.
- Alerts on all other pre-configured parameters such as non-stoppage at designated points, vehicles stopping for long duration, etc., and logged into journey details of the vehicle for each trip.

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

- Licensed map from Google or equivalent with periodic map update. Map must include, but not limited to, complete map of Maharashtra and neighboring states.
- Details of origins, vehicles, places, and other units of area under the project should be shown on the map.
- Information elements that need to be captured at the minimum shall include longitude, latitude, driver id & name when hovered over the vehicle on the map.
- The Control Room operator shall be able to drill down to the exact location of the event by clicking on the alert.
- System must have capability to integrate with external systems as per requirement and generate MIS Reports.

3.2.2 Reports Management

- 1) The system shall be delivered with capability to generate following minimum reports. A comprehensive list of reports than the mentioned below shall be finalized at the time of requirement finalization stage:
 - Trip report- start time, incidents (alerts, breakdowns, cancellations etc.), delays, end time, idle time, distance travelled, driver name, time at each pickup location, Alerts for each trip, number of halts and durations.
 - Driver scorecard- Over speeding, skipped stops, adherence to schedule.
 - Alert summary report – daily, weekly, monthly alert report to show number of alerts for harsh breaking, over speeding etc. Provision to sort/filter based on driver, route, and vehicle.
- 2) The above state reports are only indicative, actual list could be discussed and signed off with selected bidder at requirements finalization stage. The Service provider shall provide MPCB a graphical dashboard to have visual view of all / some key reports/ parameters enabling quick decision making.

3.2.3 Alerts Management

- Alarm panel for showing all the alerts received from vehicles
- Alarm panel showing vehicle number, alert type, time stamp
- Functionality to mark the alert as resolved and acknowledge
- Easy identification of alarms based on color code i.e., high priority, medium priority
- Over speeding alarm based on set threshold limit of speed on vehicle. Threshold limit is configurable
- The system as a minimum shall be delivered with capability to generate following alerts at Central Control Centre (CCC), a comprehensive list of alerts further than the mentioned below shall be finalized at the time of requirement finalization stage:
 - Over speeding
 - Station skipped
 - Nonadherence to schedule

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

- Unexpected stoppage and long halt
- Alerts based on geo-fencing
- Alert for route diversion
- Alert in case of damage or tamper to on-vehicle VTS
- The system shall have provision to change and select the threshold value of the parameter for alerts.

3.2.4 User Management

- 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 & Rule Based User Provisioning.
- Must provide advanced Web support, to allow for smooth access and personalization of the user interface for each user. Once a user has been authenticated to the sign on system, access to all authorized Web applications and resources must be handled by this system.
- Must provide access to only those applications/resources that the user/customer has authority to.
- Web access management system should support single sign-on across security domains.
- Administrator should be able to create policies that perform comparative tests on each user's directory profile information.

3.2.5 Video Wall and Operator Terminal

The Video Wall and Operator Terminals will be installed at MPCB and will be used for viewing, reporting, monitoring, controlling and management of all events, incidents, alerts, and updates for VTS project. Following are the setup requirements:

- A Video Wall shall be used as the centralized display wall for monitoring all Command-and-Control center operations.
- Multiple Operator Terminals (personal computers) will be used for centralized management of all Command-and-Control center operations.
- Successful bidder shall be responsible for planning, procuring, commissioning, and setting up the Command-and-Control center area, Video Wall, and Operator Terminals, upon appropriate approvals from MPCB.
- Detailed plan of the Command-and-Control setup should be prepared by Successful bidder only after project initiation.
- Successful bidder should set up state of the art, well connected, secure, yet cost effective centralized Command and Control center.

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

- The Video Wall display as specified in the specifications below with independent feeds and display for each screen. Each of these displays should be configurable to display rotating dashboard views.
- A minimum of 4 Operator Terminals as per specifications, each with two 23-inch monitors, CPU (Central Processing Unit), keyboard, and mouse; for managing, controlling, monitoring, reporting the Command-and-Control center operations and taking appropriate actions as specified in the standard operating procedure of the command-and-control center.
- All these display screens and operator terminals will be of latest configurations, have internet connectivity, and should have capability to be connected on MPCB's network.
- Other network /LAN components as required to integrate and connect the complete video wall and operator terminals Successful bidder should ensure Command and Control center area has rodent repellent provision, fire proofing provisions, and smoke detection system.
- All the infrastructural requirements, i.e., internet connectivity, air conditioning requirement, seating arrangement, flooring, false ceiling, painting, aesthetics, partitioning etc., needed to build the Command-and-Control center shall be provided by MPCB as per the layout provided by the Successful bidder based on approval by MPCB.

The video wall should be established complying with following specifications:

✓ Picture Display

Sr. No.	Parameters	Minimum Specification	Compliance (Yes/No)
1.	Diagonal screen size	As per design	
2.	Minimum Panel resolution	1920x1080p	
3.	Minimum resolution	1920 x 1080 @ 60 Hz	
4.	Brightness	700 cd/m ²	
5.	Response time (typical)	8 ms	
6.	Dynamic contrast ratio	500,000:1	
7.	Aspect ratio	16:9	
8.	Viewing angle (H / V)	178 / 178 degree	
9.	Pixel pitch	0.63 x 0.63 mm	
10.	Display colors	1.07 B	
11.	Picture enhancement	3/2 - 2/2 motion pull down, 3D Comb filter, DE interlacing, Progressive scan, 3D MA DE interlacing, Dynamic contrast enhancement	
12.	Contrast ratio (typical)	1200:1	

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

✓ Supported Display Resolution: Computer formats

Sr. No.	Resolution	Refresh Rate	Compliance (Yes/No)
1.	640 x 480	60, 67, 72, 75 Hz	
2.	800 x 600	56, 60, 72, 75 Hz	
3.	1024 x 768	60 Hz	
4.	1280 x 768	60 Hz	
5.	1280 x 800	60 Hz	
6.	1280 x 1024	60 Hz	
7.	1360 x 768	60 Hz	
8.	1366 x 768	60 Hz	
9.	1440 x 900	60 Hz	
10.	1600 x 1200	60 Hz	
11.	1920 x 1080	60 Hz	
12.	1920 x 1200	60 Hz	

✓ Supported Video formats

Sr. No.	Resolution	Refresh Rate	Compliance (Yes/No)
1.	480i	60 Hz	
2.	480p	60 Hz	
3.	576p	50 Hz	
4.	576i	50 Hz	
5.	720p	50, 60 Hz	
6.	1080i	50, 60 Hz	
7.	1080p	50, 60 Hz	
8.	3840 x 2160	30 Hz	

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

✓ Supported Connectivity

Sr. No.	Parameter	Specifications	Compliance (Yes/No)
1.	Video input:	Component (RCA), Composite (RCA), DVI-D, HDMI (x2), VGA (Analog D-Sub), Display Port (1.2)	
2.	Video output	Display Port, DVI-I, VGA (via DVI-I)	
3.	Audio input	3.5 mm jack, Audio Left/Right (RCA)	
4.	Audio output	Audio Left/Right (RCA), External speaker connector 1	
5.	External control	IR (in/out) 3.5 mm jack, RJ45, RS232C (in/out) 2.5 mm jack	
6.	Other connections	OPS	

✓ Convenience

Sr. No.	Parameters	Specifications	Compliance (Yes/No)
1.	Signal Loop Through	RS232, VGA, Display Port, DVI, IR Loop through	
2.	Ease of installation	Carrying Handles, Smart Insert	
3.	Energy saving functions	Ambient light sensor, Smart Power	
4.	Network controllable	RS232, RJ45, Card OPS RS232, One Wire (HDMI-CEC)	
5.	Placement	Landscape (24/7), Portrait (24/7)	
6.	Screen saving functions	Pixel Shift, Low Bright	
7.	Tiled Matrix	Up to 10 x 10	
8.	Control software	STCP / CMND & Control RJ45 hub: 2 ports	

✓ Dimensions

Sr. No.	Parameters	Specifications	Compliance (Yes/No)
1.	Bezel thickness	1.8 mm (A-A) or less	
2.	Bezel width	0.9mm (Even Bezel)	
3.	Set dimensions (W x H x D)	1211.4 x 682.2 x 98.5 mm	
4.	Set dimensions in inch (W x H x D)	47.69 x 26.86 x 3.88 inch	
5.	Product weight	24.35 kg or less	
6.	VESA Mount	400 x 400 mm	

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

✓ Operating conditions

Sr. No.	Parameters	Specifications	Compliance (Yes/No)
1.	Temperature range (operation)	0 ~ 40 °C	
2.	Temperature range (storage)	-20 ~ 60 °C	
3.	Altitude	0~3000m	
4.	Relative humidity	20~80%	
5.	MTBF	50,000 hour(s)	

✓ Power

Sr. No.	Parameters	Specifications	Compliance (Yes/No)
1.	Consumption (On mode)	168W	
2.	Standby power consumption	<0.5W	

✓ Sound

Sr. No.	Parameters	Specifications	Compliance (Yes/No)
1.	Consumption (On mode)	168W	

✓ Accessories

Sr. No.	Parameters	Specifications	Compliance (Yes/No)
1.	Included accessories	Remote Control, Batteries for remote control, AC Power Cord, RS232 cable, Quick start guide, Edge alignment pins, Edge60 Hz alignment plates	
2.	Optional accessories	Edge finishing kit, HD Base T OPS Receiver (CRD25), Color calibration kit	

✓ Miscellaneous

Sr. No.	Parameters	Specifications	Compliance (Yes/No)
1.	On-Screen Languages Display	Mainly English, Other additional languages – should support	
2.	Regulatory approvals	CE, UL, CB, GOST, EPEAT, Class B, FCC,	

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

✓ Operator Terminals (Desktop)

Sr. No.	Parameters	Technical Specifications	Compliance Yes / No
1.	Form Factor	All-in-One	
2.	Processor	Latest generation with minimum 4.6 GHz, 12 MB Cache, 6 cores, 12 threads equivalent to Intel Core i5-12500 / AMD or higher	
3.	Processor Make	Intel /AMD	
4.	Chipset	Intel /AMD	
5.	Operating System	Microsoft Windows 11 Home 64 bit	
6.	RAM Size (GB)	16 GB DDR4 SDRAM	
7.	Hard Disk	512 GB SSD	
8.	Monitor Resolution (PIXELS) and type	1920 x 1080 or higher with FHD	
9.	Monitor Size (INCHES)	23" or higher	
10.	Network Connectivity	10/100/1000 on board Integrated Gigabit Port, Wi-Fi, Bluetooth	
11.	Mouse	OEM USB Optical Scroll wired Mouse	
12.	Keyboard	OEM Wired Standard USB Keyboard	
13.	Port	USB 2.0 Type-A, USB Type-A 5Gbps signaling rate, 1 USB Type-C 5Gbps signaling rate, 1 RJ-45, VGA and HDMI	
14.	Graphics Coprocessor	Intel UMA Graphics 600 or similar, Integrated	
15.	MS Office Home	Standard (Single user)	

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

3.3 Integration with MPCB Applications

MPCB requires integration of the VTS system with applications like IMIS, ERP System (to be developed), In-vehicle CCTV System, MPCB Systems, and other systems as per MPCB's preferences. System should be on open framework to enable integration with 3rd party applications. Data from other systems/ applications should be flow to and from VTS systems based on MPCB's operations. The bidder shall also provide web services to facilitate easier integration with other applications.

VTS system should be integrated with above applications or any future applications and shall be capable to collect / receive the waste load information from individual vehicles and display in the system dashboard.

3.4 Implementation

3.4.1 Implementation Schedule & Project Timelines

Selected bidder/agency should ensure the implementation as per below timeline, inability to follow will attract the penalty as mentioned below in the SLA's defined. There will be 1 month's SLA holiday period given to vendor to stabilize the system after operational acceptance. SLA will be applicable after this 1-month period.

Sr. No.	Milestones	Description	Timelines
1.	Day of receipt of Acceptance		T0
2.	Submission of detailed project plan and detailed SRS (including plan documents)		T0+ 2 Weeks
Central Control Center			
3.	Establishment of Central Control Center at MPCB	Establishment of Video wall as per the requirement specified in the detailed scope of work. Video wall for the wall size 6 feet wide x 6 feet height (LED technology).	T0+ 2 Months
4.	Desktop Computer	Supply of 4 Nos. of Desktop Computers as per the specifications	T0+ 2 Months
Software and GIS Map Components			
5.	Automatic Vehicle Locating System (AVLS) along with Mobile App	Development / customization, testing, installation, and commissioning / GO-Live of Automatic Vehicle Locating System to display real time location of vehicles on GIS map, Analytics on the Dashboard and functionalities mentioned in the detailed scope.	T0+ 4 Months

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

6.	AVLS supporting Database	RDBMS supply, installation, and maintenance for 5 years to support the data collected and collated by the AVLS.	T0+ 4 Months
7.	GIS Base map	The Successful bidder has to supply the high-resolution GIS map service for Maharashtra and adjoining states having all the base map layers (vector and raster) (All types of roads, railways and stations, water bodies and River/Nala network) and Landmarks / point of interests.	T0+ 4 Months
8.	Mapping of all the locations of the industries, collection centers, facilities, Testing Labs in GIS and create Geofence for each location	Creation of GIS data layer for all the locations of the industries, collection centers, facilities, Testing Labs in GIS and create Geofence for each location as per requirement.	T0+ 4 Months
9.	Integration of the AVLS with external systems specified by MPCB	Integration with external systems specified by MPCB mainly AVLS' managed by other agencies and systems established by MPCB	T0+ 4 Months
Other Components			
10.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and once a year during Annual Maintenance Contract i.e., total 5 times.	T0+ 5 Months (Before Go-Live)
11.	Training and Handholding	Impart training to the MPCB employees before Go-Live and Refresher training within 6 months after Go-Live and submission of training documents.	T0+ 5 Months
12.	System Stabilization	Post Go-Live, Performance monitoring and turning as per requirement, bug fixing, feedback incorporation and streamlining system before start of Maintenance	T0+ 6 Months
13.	Annual Maintenance Contract	Annual Maintenance Contract for all supplied hardware and software components, mobile App post Go- Live during maintenance contract period of 5 years through offshore model and by deploying a resource onsite as: ✓ Hardware Engineer / Network Engineer	T0+ 6 Months onwards for 5 years
14.	Hosting the system on public cloud with DR	Setup, configuration, end-to-end management of Cloud hosted DC and DR required for smooth running of system after Go-Live for 5 years	T0+ 6 Months onwards for 5 years

Note:

- On successful implementation, commissioning, and configuration of VTS System for all vehicle in a MPCB region, the system would be made operational for respective region on pilot basis. Further on, VTS system in consecutive regions would be made operational.
- MPCB Reserves the rights to allow extension of the contract after the AMC Contract of 5 years post Go-Live, based on the performance of the System Integrator.

3.5 Support, Maintenance and Warranty

3.5.1 Support & Maintenance

The Successful bidder shall maintain and Support the Vehicle Tracking System for a period of 5 years after the successful operational acceptance which would start after Go-Live and Stabilization. It shall include:

1. Successful bidder shall undertake maintenance of the IT / Non-IT Infrastructure providing Technical & Operational Manpower for smooth running of the system for 5 years post Go-Live.
2. Bidder shall 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
3. Providing all software updates and patches released by the OEM, update and patch management, resolution of any issues/problems with the solution etc.
4. Deploy adequate facilities management personnel to maintain the software as per the service level requirements including servicing/updation.
5. Successful bidder shall make provision of Help Desk System for technical / operational support.

3.5.2 Manpower Support

It is expected that the following number of support staff shall be made available onsite from the date of Go-Live. The primary responsibility of the support will be as follows:

1. Coordination with MPCB
2. Training MPCB Users
3. Bug fixing
4. Providing L1 support
5. Handholding support to MPCB users to help users to do the routine transaction
6. Trouble shooting application and connectivity issues if any
7. End-to-End Management of applications
8. Use the helpdesk tool to log the tickets
9. Any other software updation

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Location	Number of Support staff	Support Duration
1.	MPCB Central Office.	1	Contract Duration post GO-Live

A central helpdesk shall be set up with a phone support to log the issues. The helpdesk should support ticket logging received through emails, phones and the tool itself. The helpdesk personnel shall, with help of the onsite handholding solve all the L1 tickets.

3.5.3 Guarantee / Warranty Period

1. The supplied hardware / computers shall have warranty for entire contract period. i.e., 5 years from final Go-Live
2. The Guarantee/warranty should be comprehensive which covers VTS Systems, and all the connected accessories & software offered and implemented as part of this tender.
3. The Contractor shall attend to all failures of VTS Systems, by replacement/ repair of the defective parts (hardware/ software) free of cost to the required location during the guarantee / warranty period.
4. In the event of any defect or deficiency being noticed in the functions of the system, which is attributable to the defective materials, design or workmanship, during the guarantee/warranty period, the contractor shall make good the same at his cost.
5. A copy of necessary 'Operation and Maintenance Manual', 'Spare Parts Catalogue', trouble-shooting guide etc. should be made available along with the system at no extra cost.

3.5.4 Software Change and Version Control

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

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

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

3.6 Security Audit and Training

3.6.1 Security Audit

It is the responsibility of the selected bidder to get the security audit, Application audit & Vulnerability audit and Penetrating testing of the web application/website/portal done by a Government CERT-In empaneled security auditor. The selected bidder would be required to share the complete details of the audits along with copies of all communication and bug reports

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

/ removal and acceptance by the audit agency, written or otherwise. All expenses towards all above security audits shall be borne by the bidder initially and to be paid by MPCB after getting the compliance certificate from the audit agency.

The security audit shall be conducted once before GO-Live of the system and as per requirement during annual maintenance i.e., initially times.

3.6.2 Training

The Successful bidder shall provide the trainings as explained below:

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

Sr. No.	Particulars	Description
1.	Training	Training for employees as informed by MPCB Prior to Go- Live and after successful Go-Live of each Phase.
2.	Refresher Training	Refresher training shall be conducted for employees as informed by MPCB at 6 months after final Go-Live.

3.6.3 Operational Acceptance

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

1. Bidder must host the services from a cloud-based data Centre complying with the RFP requirements.
2. During GO-LIVE period, bidder shall have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with MPCB and validated by MPCB.

3. It is the responsibility of the Bidder to provide for UAT environment.
4. Based on the test results, required changes will be carried out and tested. Post this, MPCB will officially launch application and operational acceptance will be complete.

3.6.4 Unit Test and System Integration Testing

1. Each module or Component should be fully tested independently before integration.
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 Components and Component Integration.
5. Testing System Interfaces.
6. 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
7. Parameter interface: Data and function references are passed from one component to another.
8. Measuring response time, throughput, and availability.
9. Monitoring Resource Utilization.

3.6.5 Complete System Acceptance

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

1. All required activities as defined in the bid document including all changes agreed by MPCB and delivered by the Successful 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 Successful bidder and accepted by MPCB.
3. All required training as defined in this bid document and delivered by the Successful 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 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

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

procedures of operating them have been carried out by the Bidder in the presence of MPCB staff.

3.6.6 Inspection and Testing

1. The inspection of installation of Hardware, services shall be carried out to check whether the services are in conformity with the mentioned in the tender. The bidder shall 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 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.

3.6.7 Content Creation and Updating

The Successful bidder shall conduct the following for complete acceptance of development:

1. The onetime data entry / data migration of all master data required for system to be operational.

3.7 Documents and Manuals

Document	Contents	Timeline
Design and Implementation Plan	Detailed Specification of project components, Technical Design, and Implementation schedule	As specified under timelines
Testing and Training Plan	Timeline for the phased testing and functional training for the MPCB employee	As specified under timelines
System Requirement Specification (SRS) document	Detailed requirements capture and analysis including functional requirement, data flow, workflow, interface specifications, application security requirements.	As specified under timelines

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Document	Contents	Timeline
Software Design Document	With Detailed Software Architecture design, Logical and Physical Database Design, Programming Logic, Workflows etc.	Post award of contract
Test Reports of application	Integration Test cases and results for applications developed	Post End User Testing
Source Code of software	For MPCB for make changes in future if any	Once the application is stable and all changes are implemented
Process Report cum 'user Manual'	For all the existing application modules used by all users as reference. Should include Trouble Shouting Guide 5 Hard Copies and a soft copy should be provided.	Before the Go-Live, during the employee training

3.8 Service Level Agreement

SLA is the contract between MPCB and the Successful bidder. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by MPCB in the Service Level Agreement with Successful 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 from the next due to be paid or on quarterly basis.

The amount of penalty for Post Implementation (Operation and Maintenance) SLAs if any will be deducted from the bills payable to vendor or Security Deposit or both. If the amount is deducted from the security deposit, the bidder will have to recoup the amount so recovered within 10 days.

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

The Successful bidder must comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality, and availability of services.

3.8.1 Pre-Implementation SLA

Definition	Timely Delivery of Deliverable Items would comprise of all type of deliverables including VTS Application Software
Service Level Requirement	All the deliverables defined in the contract has to be submitted on time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in number of weeks of delay from the date of submission as defined in the project contract.
Penalty for non-achievement of SLA Requirement	<p>Delay of services by every week would attract a penalty per week as explained below:</p> <p>For all types of deliverables: 2 X Per Week Penalty</p> <p>For VTS Software = 2 X Per Week Penalty</p> <p>For CCC Hardware = 2 X Per Week Penalty</p> <p>The total penalty would be generated by the product of the above and the number of weeks delay.</p> <p>The Penalty per week for delay in any Software component is Rs. 5,000/-</p> <p>The Penalty per week for delay in all types of deliverables is Rs. 5,000/-</p> <p>The Penalty per week for delay in any Hardware component is Rs. 1,000/-</p> <p>Non availability of the vehicle is not considered as SLA breach.</p>

3.8.2 Post Implementation SLA

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

3.9 VTS Uptime

The bidder shall ensure that the Vehicle Tracking System is up and functional 24x7 both in terms of hardware as well as application software. For the purpose of service level assurance, the downtime shall be calculated on quarterly basis. The overall up time of Vehicle Tracking System should maintain a minimum of 96% or more on quarterly basis. The table below shows the calculation for the down time and applicable penalty in term of percentage (%).

Sr. No.	Uptime of VTS	Per Month Penalty
1.	96% or more	NIL
2.	>=94% &< 96%	2% of the total quarterly payment (on quarterly basis)

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

3.	>=92% &< 94%	4% of the total quarterly payment (on quarterly basis)
4.	>=91% &< 92%	6% of the total quarterly payment (on quarterly basis)
5.	>=90% &< 91%	8% of the total quarterly payment (on quarterly basis)
6.	< 90%	10% of the total quarterly payment (on quarterly basis)

3.10 Resolution Time

Definition	Time in which a complaint / query is resolved after it has been reported by MPCB to the Bidder								
Service Level Requirement	<p>Any query after being given a response should be classified for resolution in following three categories.</p> <p>(i) Resolution Level 1 (R1): Queries regarding issues which has the greatest impact wherein the user is not able to perform his/her regular work; For example, unable to access the system, unable to login into the system due to errors in software, etc.</p> <p>(ii) Resolution Level 2 (R2): Queries regarding issues which has medium impact wherein the user is partially able to perform his/her regular work; For example, user is able to login and perform most of his normal work but can't export a certain document.</p> <p>(iii) Resolution Level 3 (R3): Queries regarding issues which have the least/no impact involving cosmetic changes. For example, vehicle is not visible on the map etc.</p> <p>The Bidder should provide service as per the following standards –</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Type of query</th> <th>Resolution time</th> </tr> </thead> <tbody> <tr> <td>R1</td> <td>2 Day</td> </tr> <tr> <td>R2</td> <td>3 Days</td> </tr> <tr> <td>R3</td> <td>4 Days</td> </tr> </tbody> </table> <p>(R1, R2, R3 will be decided with Successful bidder afterwards).</p>	Type of query	Resolution time	R1	2 Day	R2	3 Days	R3	4 Days
Type of query	Resolution time								
R1	2 Day								
R2	3 Days								
R3	4 Days								
Measurement of Service Level Parameter	The service level would be defined in the number of days calculated from the date of logging the call/raising the request with the Contractor including holidays.								
Penalty for non-achievement of SLA requirement	<p>Delay of every day would attract a penalty per day as per the following:</p> <p>For R1 = Rs. 1000/- Per day Penalty</p> <p>For R2 = Rs. 500/- Per day Penalty</p> <p>For R3 = Rs. 250/- Per day Penalty</p> <p>The software / tool / regular reports shall be provided by the bidder for calculating the down time of system.</p>								

3.11 Compliance of Standards

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

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

3.12 Copyright

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

3.13 Hosting, Operations and Maintenance

The Bidder should propose hosting services on a cloud-based server model. MPCB may request Bidder to scale up or scale down the IT infrastructure as per its requirements. It is the responsibility of the selected bidder to get the Hosting done in a data center which confirms to the conditions mentioned below and provide services accordingly.

3.13.1 Minimum Technical Specifications for DC / DR Sites

1. The cloud service provider should be MEITY empaneled.
2. Cloud Infrastructure should be hosted in a Data Centre (DC) should be at least Tier III situated in India and must have been operational for more than 2 years. The certificate should be submitted along with the Bid. DC should be location in Maharashtra.
3. 24x7x365 days Network Operation Centre for monitoring and management of systems including database and web server.
4. The uptime of the data center shall be 99.98% and Cloud Platform availability should be 99.95% uptime. The Cloud platform should have the facility to check online usage reports.
5. 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.
6. 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

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

cloud server.

7. The bidder shall notify the client for new Cloud server and other system software patch updates; Client / application provider has to test the patches for application compatibility and intimate bidder to roll-out the same. Major patching / update which requires system downtime has to be informed well in advance and should be undertaken only after MPCB's confirmation.
8. The service provider should have a Disaster Recovery Server in a different Seismic Zone - a dedicated server with 50% of the configuration as the primary server with a suitable replication tool license and replication management. The bidder should provide adequate security framework and infrastructure to ensure the security of the application hosted in DC and DR. Fire wall with IPS, IDS for both primary and DR servers should be provisioned.
9. A DR drill is required to be conducted in every quarter of the year.
10. Bidder should provide Monitoring and Managed Services for Cloud infrastructure. The monitoring and managed services should include vCPU, Memory, Storage and Network utilization. Such utilization report should be sent to MPCB every quarter.
11. Bidder should have a governance structure in place to report to MPCB's team on daily, weekly and monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status and provide web-based monitoring tools for Website user hits, traffic, bandwidth etc. The firm should provide monitoring alerts on a real-time basis on web-based console via SMS and via email for firewall / Bandwidth usage.
12. The bidder shall also provide SMS/email-based alert for scheduled/unscheduled server downtime and maintenance activities.
13. Service provider should do 24X7X365 security monitoring of MPCB's website to detect
14. attacks and alert about suspicious events that may lead to breach of security.
15. Cloud Server Downtime – The Bidder should provide alerts on cloud Server downtime via SMS and email. System generated monthly downtime reports should also be provided.
16. Vulnerability testing on a quarterly basis. Reporting of the same on a quarterly basis.
17. All Security Requirements like HTML/ SQL Injections, application of Stored Procedures etc. should be taken care of.

3.13.2 Backup and Preventive Maintenance

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

1. Backup of operating system, database, and application as per stipulated policies.
2. Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

3. Ensuring prompt execution of on-demand backups of volumes, 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 file and Folder restoration requests.
7. The Implementation Agency should define and indicate the preventive maintenance schedule and procedure. Any special tools/ instruments/ equipment's' required carrying out the preventive and break down maintenance of the system offered should be clearly indicated and offered to department by the selected bidder at no extra cost.
8. The average CPU utilization of the environment (application and database servers) must never go beyond 70%. Should a breach in CPU utilization occur, the environment needs to be optimized and / or upgraded to bring the level of CPU utilization below the 70% mark.

3.13.3 Network and IT Infrastructure

1. The network connectivity is in bidder's scope only for Central Control Center and between ISP and cloud service provider.
2. The bidder shall propose the Network topology based on the solution architect.
3. The network connectivity can be LAN / WAN / Broadband / Hybrid based on the solution.
4. The bidder shall ensure network connectivity all the time.

3.14 Engagement Model

3.14.1 Payment Terms for VTS

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

Sr. No.	Milestones	Description	Timelines	Payment Terms
1.	Day of receipt of Acceptance		T0	NA
2.	Submission of detailed project plan and detailed SRS (including plan documents)		T0+ 2 Weeks	NA
Central Control Center				
3.	Establishment of Central Control Center at MPCB	Establishment of Video wall as per the requirement specified in the detailed scope of work. Video wall for the wall size 6 feet wide x 6 feet height (LED technology).	T0+ 2 Months	90% against successful installation acceptance and remaining 10% after 3 months of successful installation

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Milestones	Description	Timelines	Payment Terms
				acceptance. Along with the bill, Successful bidder has to submit documents of deliverables and its installation acceptance by the MPCB.
4.	Desktop Computers	Supply of 4 Nos. of Desktop Computers as per the specifications.	T0+ 2 Months	90% against successful installation acceptance and remaining 10% after 3 months of successful installation acceptance. Along with the bill, Successful bidder has to submit documents of deliverables and its installation acceptance by the MPCB.
Software and GIS Map Components				
5.	Automatic Vehicle Locating System (AVLS)	Development / customization, testing, installation, and commissioning / GO-Live of Automatic Vehicle Locating System with supporting RDBMS to display real time location of vehicles on GIS map, Analytics on the Dashboard and functionalities mentioned in the detailed scope. (High resolution high-resolution GIS map service for Maharashtra and adjoining states having all the base map layers (vector and raster) (All types of roads, railways and stations, water bodies and River/Nala network) and Landmarks / point of interests + Creation of GIS data layer for all the locations of the industries, collection centers, facilities, Testing Labs in GIS and create Geofence for each location as per requirement.)	T0+ 4 Months	90% against successful GO-Live and remaining 10% after acceptance of stabilization. Along with the bill, Successful bidder has to submit documents SRS, User Manual, UAT signoff, Test cases, System and Database design document, Stabilization acceptance by the MPCB.

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Milestones	Description	Timelines	Payment Terms
6.	Integration of the AVLS with external systems specified by MPCB	Integration with external systems specified by MPCB; mainly AVLS' managed by other agencies and systems established by MPCB	T0+ 4 Months	100% against successful integration GO-Live of an individual integration system. Along with the bill, Successful bidder has to submit documents including SRS, User Manual, UAT signoff by MPCB, Test cases, System and Database design document.
7.	Integration of the AVLS with internal systems specified by MPCB	Integration with internal systems specified by MPCB; mainly Manifest system established by MPCB	T0+ 4 Months	100% against successful integration GO-Live of an individual integration system. Along with the bill, Successful bidder has to submit documents including SRS, User Manual, UAT signoff by MPCB, Test cases, System and Database design document.
8.	AVLS mobile App (Android based only)	Development / customization, testing, installation, and commissioning of Automatic Vehicle Locating System to display real time location of vehicles on GIS map on the mobile App	T0+ 4 Months	90% against successful GO-Live and remaining 10% after acceptance of stabilization of 1 month. Along with the bill, Successful bidder has to submit documents SRS, User Manual, UAT signoff, Test cases, System and Database design document, Stabilization acceptance by the MPCB.
Other Components				

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Milestones	Description	Timelines	Payment Terms
9.	Security Audit of the System including Mobile App	Security Audit of the System including mobile App from CERT-IN empaneled third-party Agency before Go-Live and as per requirement during Annual Maintenance Contract i.e., total 2 times.	T0+ 5 Months (Before Go-Live, second audit to be decided mutually)	100% against submission of the individual Security audit certificate issued by CERT-IN empaneled agency. Along with the bill, Successful bidder has to submit documents including Certificate, audit observations by the CERT-IN empaneled agency and closure of the audit observations.
10.	Training and Handholding	Impart training to the MPCB employees before Go-Live and Refresher training within 6 months after Go-Live and submission of training documents.	T0+ 5 Months	100% against completion of training to MPCB users. Along with the bill, Successful bidder has to submit documents including training material, training attendance, training assessment form signed by individual trainee.
11.	System Stabilization	Post Go-Live, Performance monitoring and turning as per requirement, bug fixing, feedback incorporation and streamlining system before start of Maintenance	T0+ 6 Months	Remaining 10% as full after successful completion of stabilization of the AVLS and mobile App.
12.	Hosting the system on public cloud with DR	Setup, configuration, end-to-end management of Cloud hosting required for smooth running of system after Go-Live for 5 years	T0+ 6 Months onwards for 5 years	100% on quarterly basis.
13.	Operation and Maintenance of AVLS and Mobile App	Operation and Maintenance of AVLS and Mobile App for 5 years post GO-Live through offshore model and onsite deployed Hardware / Network Engineer.	T0+ 6 Months onwards for 5 years	100% on quarterly basis post completion of quarter.
14.	Warranty and maintenance of Video was components	Warranty and maintenance of Video was components	T0+ 6 Months onwards for 5 years	100% on quarterly basis post completion of quarter.

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Milestones	Description	Timelines	Payment Terms
15.	Warranty and maintenance of Desktop Computers	Warranty and maintenance of Desktop Computers	T0+ 6 Months onwards for 5 years	100% on quarterly basis post completion of quarter.

3. All the payment shall be released by MPCB, after submission of bills by the agency.
4. The bills (Signed commercial invoices) must be indicated the details of the Procurement, the work done (no. of stage of the work mentioned above) with details of taxes inclusive in the rates.
5. The bills shall be accepted only after submission of Security Deposit of 10% of total contract value (TCV) for a period of 5 years plus 6 months.
6. Additional integrations, if any, with external systems beyond the scope of this RFP shall be paid on pro rata basis as per unit rate quoted in BoQ.
7. Additional security audits of the system, if any, shall be paid on pro rata basis as per unit rate quoted in BoQ.

3.15 Exit Management

1. Agency shall hand over the entire project asset created during the Implementation for successful handover of the project. This process should be initiated 3 months before the ending of the project contract. In order to align both the parties on transition modalities, Agency will submit a detailed Exit Management Plan before 6 months of the ending date of the contract. Exit Management Plan will include following but limited to:
 - a. Detailed inventory of all the assets, IT Infrastructure, source code, its location, condition, licenses, documents, manuals, etc. created under the Project.
 - b. Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
 - c. Proposal for necessary setup or institution structure required at 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 Law

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

4.2 Confidential Information

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

4.3 Change in Laws and Regulations

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

4.4 Force Majeure

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

4.5 Change Orders and Contract Amendments

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

4.6 Settlement of Disputes

4.6.1 Performance of the contract

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

4.6.2 Arbitration

1. For any dispute in the matter the same shall be settled at the level of Hon. Member Secretary, MPCB shall be final.
2. The decision of the Vice Chairman and Managing Director, MPCB shall be final and binding upon both parties.

4.6.3 Extensions of Time

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

4.7 Termination

4.7.1 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 a not less than 30
2. days' written notice of termination to the Successful bidder.
3. If the Successful bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as MPCB may have subsequently approved in writing.
4. If the Successful bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
5. If, in the judgment of MPCB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
6. If, as the result of Force Majeure, the Successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
7. If the Successful bidder submits to the MPCB a false statement which has a material effect on the rights, obligations, or interests of MPCB.
8. If the Successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MPCB.
9. If the Successful bidder fails to provide the quality services as envisaged under this Contract, MPCB may make 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 Successful bidder to improve the quality of the services.
10. If MPCB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
11. 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 Successful bidder shall be liable to MPCB for any additional costs for such similar services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.

4.7.2 Termination by Bidder

The Successful 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 (3) of this GCC Clause 4.8.2:

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

1. If, as the result of Force Majeure, the Successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
2. If 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 Successful bidder may have subsequently approved in writing) following the receipt by MPCB of the Successful bidder notice specifying such breach.

4.7.3 Payment upon Termination

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

1. If the Contract is terminated pursuant to GCC Clause 4.8.1 (10) or 4.8.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
2. If the agreement is terminated pursuant of GCC Clause 4.8.1 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the 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 Successful bidder will be required to pay any such liquidated damages to MPCB within 30 days of termination date.

4.7.4 Assignment

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

4.7.5 Other Conditions

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

4.7.6 Risk Purchase

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

4.8 Delays in bidder's performance

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

4.9 Modification in requirements

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

4.10 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.

4.11 Bidder's obligation

1. The bidder is 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 is responsible for managing the activities of its personnel 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.

4.12 Corrupt or Fraudulent Practices

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

4.13 Interpretation of the clauses in the bid document / contract document

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

4.14 Licenses for supplied software

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

4.15 Non-Exclusivity, License Fee, IPR

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

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

5. Guidelines for Pre-Qualification Bid

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

<<< Include Checklist as per the Prequalification Criteria clause no. 2.24 with RFP response Page reference of documents submitted>>

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (yes/No)	Page no.
PQ1	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR Indian Partnership Act 1932 as amended time to time.	a) General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.		
			b) Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed		
			c) Copy of PAN Card		
			d) Copy of GST Registration		
			e) Copy of Power of Attorney as per Annexure G		
PQ2	Turnover	The average annual turnover of the bidder from System Integration/ ICT Systems Development and Implementation Work for the last three (03) audited financial years should be more than Rs. 45 Cr.	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover from IT/ITES services is mandatory as per the format Annexure H		

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (yes/No)	Page no.
		(FY 2020-21, FY 2021-22, FY 2022-23)			
PQ3	Net worth	Bidder shall have Positive Net Worth in each of the last Three (03) Financial Years. (FY 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for Net worth as per the format Annexure H		
PQ4	Project Experience 1	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 Rs. 8.0 Cr. OR Two (02) projects with “Similar works” each costing at least Rs. 6.0 Cr. OR Three (03) projects with “Similar works” each costing at least Rs. 4.0 Cr. Similar works: The projects should be AVLS	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project. c) Project Citation as per format specified in Clause 6.3		

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (yes/No)	Page no.
		<p>solution implemented and shall have following components:</p> <ol style="list-style-type: none"> 1. Automatic Vehicle Locating System 2. Central Command Center for AVLS 3. Vehicle Tracking Device Commissioning 4. Vehicle Tracking Mobile Application on Android/iOS <p>for any Central /State Govt. or Sate Govt. Undertaking/ PSU/ULBs</p>			
PQ5	Certificates	<p>The Bidder should be registered with appropriate authorities under following:</p> <p>a. Employees Provident Fund AND</p> <p>b. Employees State Insurance Acts or Group Insurance Schemes or Contract Labour (Regulation and</p>	<p>a) Attested copy of the Employee Provident Fund registration letter / certificate</p> <p>b) Attested copy of the Employee State Insurance registration letter / certificate or Attested copy of Group Insurance Schemes letter/ certificate or Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act.</p> <p>c) Documents to be submitted, as applicable.</p>		

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (yes/No)	Page no.
		Abolition Act), as applicable to the bidder organization.			
PQ6	Manpower Strength	The bidder should have minimum 50 full time resources with IT/ITeS on its payroll as on date of submission of the bid.	A self-certified letter signed by the Authorized Signatory of the Bidder. Annexure K		
PQ7	Certification	a) The bidder shall have active SEI CMMI Level 3/ISO 9001:2015 or its higher version certification valid as on last date of submission of bid. Or b) The bidder shall have active ISO 9001:2015 or its higher version certification valid as on last date of submission of bid.	Copy of valid certifications as on last date of submission of bid.		
PQ8	Office in Maharashtra	The bidder shall have office in Maharashtra or shall open office in Maharashtra within 30 days from date of issuance of LOA/LOI	Copy of existing office address proof like 7/12 (satbara)/ lease agreement/utility bill in the name of the bidder OR In the absence of an existing office in Maharashtra, the bidder must		

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (yes/No)	Page no.
			submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the RFP in Annexure J		
PQ9	Blacklisting	The Bidder should not be blacklisted by any Central Government/ State Government / Union Territory (UT) / Urban Local Body (ULB)/ PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices, or any other unethical conduct either indefinitely or for a particular period of time as on last date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure I		

5.2 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place:

Date: DD/MM/YYYY

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

Subject: Submission of proposal in response to the RFP for Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB.

RFP Reference No:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for "Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB". We attach hereto our responses to pre-qualification requirements and technical and financial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPCB, is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MPCB in its short-listing process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and ready to extend the validity of the bid for further period as informed by MPCB. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

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

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

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 ID:

5.3 Format to share Bidder's and Bidding Firms Particulars

Below table 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 the 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 address of contact person	

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

Authorized Signatory Name:

(Seal)

6. Guidelines for Technical Proposal

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

Sr. No.	Parameters	Max. Marks	Marks	Supporting Documents	Document Submitted (Y/N)	Page no.
TQ 1	Annual Turnover of Bidder during last 3 Financial years - (FY 2020-21, FY 2021-22, FY 2022-23)	10	>= Rs. 45.0 Cr. and < Rs.55.0 Cr.	05	Audited Profit & Loss Account and Balance Sheet for (FY 2020-21, FY 2021-22, FY 2022-23) & suitable CA Certificate/ Audited Profit & Loss Account and Balance Sheet.	
			>= Rs. 55.0 Cr. and < Rs. 65.0 Cr.	08		
			>= Rs.65.0 Cr.	10		
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 Rs. 8.0 Cr. OR	30	Total Project Value of maximum any three projects submitted meeting the Criteria:			
			Total Project Value >= Rs. 8.0 Cr. and < Rs. 12.0 Cr.	15		
			Total Project Value >= Rs. 12.0 Cr. and < Rs. 16.0 Cr.	20		
			Total Project Value >= Rs. 16.0 Cr.	30		

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Y/N)	Page no.
	<p>Two (02) projects with “Similar works” each costing at least Rs. 6.0 Cr. OR</p> <p>Three (03) projects with “Similar works” each costing at least Rs. 4.0 Cr.</p> <p>Similar works: The projects should be AVLS solution implemented and shall have following components: Automatic Vehicle Locating System, Central Command Center for AVLS, Vehicle Tracking Device and Commissioning Vehicle Tracking Mobile Application on Android/iOS for any Central/State Govt. or Sate Govt. Undertaking/PSU/ULBs</p>						
TQ 3	<p>The Bidder must have experience in “Establishment and Operation and Maintenance of Command-and-Control System with video wall supporting Automatic Vehicle Tracking and Monitoring System” having project value of Rs. 1.0 Cr. during last five (05) years as on last date of submission</p>	15	<p>Total Project Value of maximum any three projects submitted meeting the Criteria:</p>		a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.		
			<p>Total Project(s) Value >= Rs. 1.0 Cr. and < Rs. 2.0 Cr.</p>	10			
			<p>Total Project(s) Value >= Rs. 2.0 Cr.</p>	15	b) Completion Certificate from the client OR c) In case of on-going project,		

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Y/N)	Page no.
	of bid for any Central/ State Govt. or Sate Govt. Undertaking/PSU/ULBs				a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project. d) Project Citation as per format specified in Clause 7.2		
TQ 4	Manpower Strength: The bidder should have minimum 50 full time resources with IT/ITeS on its payroll as on date of submission of the bid.	10	>= 50 and < 100	5	A self-certified letter signed by the Authorized Signatory of the Bidder. (Note: non-availability or less availability of manpower expertise on roll will score Zero (0) marks.		
	>= 100 and < 150		8				
	> 150		10				
	Manpower expertise:	10	On roll Software stack developers – Minimum 05 nos.	04			
	On roll DBA – Minimum 01 no.		02				
	On roll GIS Experts – Minimum 02 nos.		02				
	On roll H/W, Network and System administrators one		02				

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Document Submitted (Y/N)	Page no.
			each type- Minimum 03 nos.				
TQ 5	Certification: The bidder shall have active SEI CMMI Level 3 OR ISO 9001:2015 or its higher version certification valid as on last date of submission of bid.	05	ISO 9001: 2015	03	Copy of valid certifications as on last date of submission of bid.		
			> CMMi Level 3	03			
			> CMMi Level 4	04			
			> CMMi Level 5	05			
TQ 6	Technical Presentation & Demo of the system capability	20	Technical Presentation	20	Presentation		
	Total	100					

6.2 Technical Bid Cover Letter

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

Date:
DD/MM/YYYY

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

Sir,

Having examined the tender document the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to RFP for “**Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB**” for contractual period of Two years as required and outlined in the tender document.

I / We undertake, if our bid is accepted, to Supply, design, develop, install and commission “**Vehicle Tracking System for MPCB**” and maintain 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 5.5 years plus 6 months.

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

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

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

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

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Dated this ____ day of _____

Signature (in the capacity of along with Seal)

Duly authorized to sign Bid for and on behalf of Company.

Date:

(Signature)

(Name)

(In the capacity of) [Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

---- CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:

(Signature)

(Name)

(Company Seal)

6.3 Format to Project Citation

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 details should be captured in the explanation:

1. The Overall approach to the Project.
2. Detailed Work Plan.
3. Implementation Methodology and Strategy.
4. Team Structure, Domain Expert and manpower dedicated CVs for the project duration.
5. Strength of the Bidder to provide services including examples or case-studies of similar work.
6. Project Organization and Management Plan.
7. Project Monitoring and Communication Plan– Bidder’s approach to project monitoring.
8. and communications among stakeholders.
9. Implementation plan– Bidder’s approach to implement the project.
10. Risk Management Plan – Bidder’s approach to identify, respond / manage and mitigate risks.
11. Quality Control plan - Bidder's approach to ensure quality of work and deliverables.
12. 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, 3rd floor,
Opposite PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Subject: Submission of financial proposal in response to the RFP for Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB

Ref:

Dear Sir,

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

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory Name of Firm:

7.2 Financial Proposal Instructions

1. MPCB may award entire scope or part of scope, mentioned in section 3.0, as MPCB deems fit.
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 unit cost quoted for the particular item on actual work is undertaken.
3. The rate quoted shall be inclusive of cost of detailed scope of work mentioned in Section
4. 3.0 of the RFP document along with H/W and S/W.
5. All the prices are to be entered in Indian Rupees ONLY.
6. The Bidder needs to account for all Out-of-Pocket expenses due to Boarding, Traveling, Lodging and other related items.
7. The Rates should be inclusive of all the taxes.
8. The rates mentioned above shall be valid for the contract period i.e., 5.5 years
9. CAPEX Cost shall not be more than 50% of total cost (CAPEX + OPEX).
10. MPCB may use the same rate for the other area of Maharashtra as decided by MPCB.
11. The bidder should fill rates for all the section of financial format (A, B, C,) mentioned here. If rate for any item is not mentioned, then the bid will be rejected by MPCB.
12. Grand Total in Section C: Aggregation of Bid Value shall be considered for evaluation.

8. ANNEXURES

Annexure A: Format for Financial Bid

(COMMERCIAL BID OR PRICE BID)

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd 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 the Implementation of Vehicle Tracking System at MPCB.

1. **Price and Validity:** All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this bid are valid for a period of 180 days from the date of opening of bids.
2. **Taxes:** We have studied the clause relating to Indian Income Tax and hereby declare that if any applicable direct or indirect taxes (Foreign, Central or State or Local), rates, duties, charges and levies (Foreign, Central or State or Local), except Service tax is altered under the law, we shall pay the same. If applicable, all taxes, duties, levies and charges which are to be paid for the delivery of services have been paid by the Bidders in their respective countries.
3. **Deviations:** We hereby declare that all terms and conditions mentioned in RFP (all volumes, Annexures and Corrigendum) are acceptable to us without any deviation and all the services shall be performed strictly in accordance with the bid documents.
4. **Unit Rates:** We have indicated in the relevant schedules enclosed, the unit rates, wherever requested, for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.
5. **Qualifying Data:** We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

to your satisfaction.

6. **Security Deposit:** We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed in RFP.

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 for the milestones mentioned below:

Sr. No.	Milestones	Description	Unit of Measurement	Quantity (A)	Total Quantity (B)	Unit Price (Excluding taxes) (C)	Total Price (Excluding all taxes) (D= A x B x C)	Total Price (Including all taxes) (E=(D+D x 18%))
1.	Automatic Vehicle Locating System (AVLS)	Development / customization, testing, installation, and commissioning of Automatic Vehicle Locating System to display real time location of vehicles on GIS map, Analysis on the Dashboard and the functionalities as mentioned in the detailed scope. This includes GIS base map and mapping of all the locations of the industries, collection centers, facilities and its geofence, RDBMS	Lumpsum	1	1			
2.	AVLS mobile App (Android based only)	Development / customization, testing, installation, and commissioning of Automatic Vehicle Locating System to display real time location of vehicles on GIS map on the mobile App	Lumpsum	1	1			

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Milestones	Description	Unit of Measurement	Quantity (A)	Total Quantity (B)	Unit Price (Excluding taxes) (C)	Total Price (Excluding all taxes) (D= A x B x C)	Total Price (Including all taxes) (E=(D+D x 18%))
3.	Integration of the AVLS with external systems specified by MPCB	Integration with external systems specified by MPCB mainly AVLS' managed by other agencies	No.	1	5			
4.	Integration of the AVLS with internal systems of MPCB	Integration with internal systems specified by MPCB mainly Manifest and other 2 nos.	No.	1	3			
5.	Establishment of Central Control Center at MPCB with all the accessories	Establishment of Video wall as per the requirement specified in the detailed scope of work. (Video wall for the wall size 6 feet wide x 6 feet height (LED technology))	Lumpsum	1	1			
6.	Desktop Computer	Supply of 4 Nos. of Desktop Computers as per the specifications.	No.	1	4			
7.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and as per requirement during Annual Maintenance Contract.	No.	1	2			
8.	Hosting the system on public cloud with DR	Setup, configuration, end-to-end management of Cloud hosted DC and DR required for smooth running of system after Go-Live for 5 years	Month	1	60			
9.	Training and Handholding	Impart training to the MPCB employees	Lumpsum	1	1			

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Sr. No.	Milestones	Description	Unit of Measurement	Quantity (A)	Total Quantity (B)	Unit Price (Excluding taxes) (C)	Total Price (Excluding all taxes) (D= A x B x C)	Total Price (Including all taxes) (E=(D+D x 18%))
		before Go-Live and Refresher training within 6 months after Go-Live and submission of training documents.						
10.	Operation and Maintenance of videowall hardware / network components	Operation and Maintenance of videowall hardware/network components for 5 years after Go-Live	Yearly	1	5			
11.	Operation and Maintenance of Desktop computers	Operation and Maintenance of Desktop computers components for 5 years after Go-Live	Yearly	1	5			
12.	Operation and Maintenance of the enterprise system	Operation and Maintenance of AVLS system post Go- Live for a period of 5 years through offshore model	Lumpsum	1	1			
13.	Operation and maintenance of systems in Central Control Center at MPCB	Operation and maintenance of integrated systems in Central Control Center at MPCB by deploying full time Hardware / Network Engineer for 5 years	Month	1	60			

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

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)

Maharashtra Pollution Control Board		
Supply, Design, Develop, Installation, commission, maintain “ Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB ”	Bidders’ request for clarification	
Name of Organization submitting the request.		
Name and Designation of person submitting the request.		
Full address of the Organization including Phone / Mobile no. & email point of contact.		
Bidding document reference (s) (page no. & section no.)	Content of tender document requiring clarification	Points of clarification required

Place:
Date:

Signature:
Company Seal:

Annexure C: Format for Self-Declaration

Date: D/MM/YYYY

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd 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 installation of minimum _____ tracking devices on vehicles in single Project in India in last five (05) years including tracking system as on last date of submission of bid.

Thanking you, Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone:

email address:

Annexure D: Format for Security Deposit

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

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd 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 theday of.....20

(Signature and Seal of Bank)

Date:

Address:

Witness: _

Annexure E: Non-Disclosure Agreement

[On 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 Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB, Mumbai (hereinafter called the "Project") of the MPCB.
2. The Bidder, having represented to the "MPCB" that it is interested to bid for the proposed Project,
3. The MPCB and the Bidder agree as follows:
 - a) In connection with the "Project", the MPCB agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MPCB operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall:
 - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advise 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

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

- 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.

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

12. Confidential information is provided "As-Is". In no event shall the MPCB be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the MPCB and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

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, 3rd 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 “**Appointment of an Agency for Implementation of Vehicle Tracking System integrated with Command-and-Control System at MPCB**”, including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

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

For

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on **Rs.100/-** stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Annexure H: Financial Declaration of Bidder

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

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

- Financial Declaration of Bidder

Description	Financial Year(s)		
	2020-21	2021-22	2022-23
(All Currency in Rs. and Crores)			
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 **Rs.** <Insert Value> (Rupees <Insert Value in Words> and the (Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (FY 20-21, FY 21-22, FY 22-23).

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

Signature of Authorized Signatory (with official seal)

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Name:

Designation:

Address:

Telephone & Fax:

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.
2. Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and Other Member in case of Consortium) for each of the last 3 audited financial years FY 2020-21, FY 2021-22 and FY 2022-23 shall submitted as supporting evidence.

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

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

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

Date: DD/MM/YYYY

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd 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 for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MPCB, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Performance Security.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone &Fax:

email address:

Annexure J: Undertaking for Opening Office in Maharashtra

(To be submitted on the Letter of lead bidder)

Date: DD/MM/YYYY

{Place}

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

Subject: Undertaking of for Office in Maharashtra
RFP Reference No: MPCB/

Sir,

We, _____, (name of the Bidder) who are an established and reputed firm, having offices at _____(address) do hereby undertake to establish a fully functioning office within the jurisdiction of State of Maharashtra within 30 days of award of work for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.

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

Yours Sincerely,

Signature of Notary (with official seal)

Name:

Designation:

Seal:

Business Address:

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

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

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd 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 of each of the proposed team member highlighting their Educational Qualification, Relevant Experience and major assignments handled in relevant field.

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

Yours sincerely,

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

Encl: Bio Data of Key members of the Proposed team

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

Annexure L: Draft Conditions of Contract

This AGREEMENT is made at _____, Maharashtra, on this ___ day of, ___ 2024,

BETWEEN

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

And

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

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

Whereas:

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

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

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

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

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

The Agreement shall consist of this Contract Form and the following documents, hereinafter referred to as the 'Contract Documents', all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. RFP / Tender Form
3. Scope of Work as given in the RFP / Tender Document
4. Project & Payment schedule as given in the RFP / Tender Document
5. Terms & Conditions of Contract as given in the RFP / Tender Document

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

6. Service Level Agreement (SLA) as given in the RFP / Tender Document
7. Technical proposal of Tenderer
8. Financial Proposal
9. Corrigendum(s), if any

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 letter, fax. Notices to either party will be given at such address/addresses as such party shall specify from time to time by written notice to the other. Notice to the MPCB shall be properly addressed to:

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

and notice to the agency shall be properly addressed to:

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

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

Signed, sealed, and delivered

Appointment of an Agency for Implementation of VTS integrated with CCS at MPCB

By -----

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 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