

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for
SLA based Operation and Maintenance of IMIS

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1. DISCLAIMER

1.1 Though adequate care has been taken in the preparation of this *Request for Proposal* Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office latest by the date mentioned in Sec.5.7. If this office receives no intimation by the date mentioned in Section 5.7, it shall be deemed that the Bidder is satisfied that the *Request for Proposal* Document is complete in all respects.

Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle
Sion (E), MUMBAI – 22
Ph: 022-24014701
Fax: 022-24024068

1.2 Neither **MPCB**, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP nor is it possible for **MPCB** to consider the financial situation and particular needs of each party who reads or uses this RFP. **MPCB** recognizes the fact that certain prospective Bidders may have a better knowledge of the Project than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.

1.3 Neither **MPCB** nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of **MPCB** or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

1.4 **MPCB** reserves the right to reject any or all of the Bids submitted in response to this *Request for Proposal* at any stage without assigning any reasons whatsoever.

1.5 **MPCB** reserves the right to change any or all of the provisions of this *Request for Proposal*. Such changes would be intimated to all parties procuring this *Request for Proposal*.

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2. LIST OF ABBREVIATIONS

MPCB	Maharashtra Pollution Control Board
CPCB	Central Pollution Control Board
RO	Regional Office, MPCB
SRO	Sub-Regional Office, MPCB
HO	Head Office, MPCB
RFP	Request for Proposal
IMIS	Integrated Management Information System
NOC	Network Operations Centre
OEM	Original Equipment Manufacturer
UPS	Uninterrupted Power Supply
LAN	Local Area Network
WAN	Wide Area Network
PBG	Performance Bank Guarantee
LoA	Letter of Award
SLA	Service Level Agreement
ISP	Internet Service Provider
SP	Service Provider
MPLS	Multi Protocol Label Switching
VPN	Virtual Private Network
Mbps	Mega Bits per Second
KBps	Kilo Byte per Second

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3. DEFINITIONS

3.1 BID

The bids submitted by the prospective Bidders in response to this Request for Proposal Document issued by **MPCB**.

3.2 BIDDER

Bidding Firm / Company that has submitted a Bid in response to this Request for Proposal Document.

3.3 PROJECT

To select an appropriate Service Provider (SP) for SLA based IT hardware Support and Maintenance for MPCB offices.

A list and addresses of these offices is given in Annexure – 1.

3.4 REQUEST FOR PROPOSAL

This Document being issued to the prospective Bidders, inviting their Bids.

3.5 RESPONSIVE BIDDER

Responsive Bidder is the bidder whose bid is found responsive after evaluation of the Bid as outlined in Section 5.2.

3.6 SCREENING COMMITTEE

A committee consisting of Information Technology professionals, MPCB Officials and the consultants has been formed.

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4. PROJECT CONCEPT & STRUCTURE

4.1 BACKGROUND

Maharashtra Pollution Control Board (MPCB) is an organization under the Department of Environment, Government of Maharashtra. The Board is responsible for ensuring that all norms under the Pollution Control Act as stated by the Ministry are adhered to by all relevant establishments in Maharashtra, which can, through their operations or processes, influence the natural environmental conditions.

The Board has deployed Integrated Management Information System (IMIS) – an integrated e-governance application for automation of their various processes and workflows, such as consent management, cess management, waste management, etc. The application software runs on core IT infrastructure spread across various regional Offices (RO), Sub-Regional Offices (SRO) and Laboratories of MPCB across Maharashtra. IMIS is also integrated with a Laboratory Information Management System (LIMS).

The IMIS is rolled out to various offices of the Board and the same is accessed through IT infrastructure deployed at these offices.

4.2 CURRENT IMIS

MPCB has already rolled out their IMIS program at all their locations through deployment of IT infrastructure.

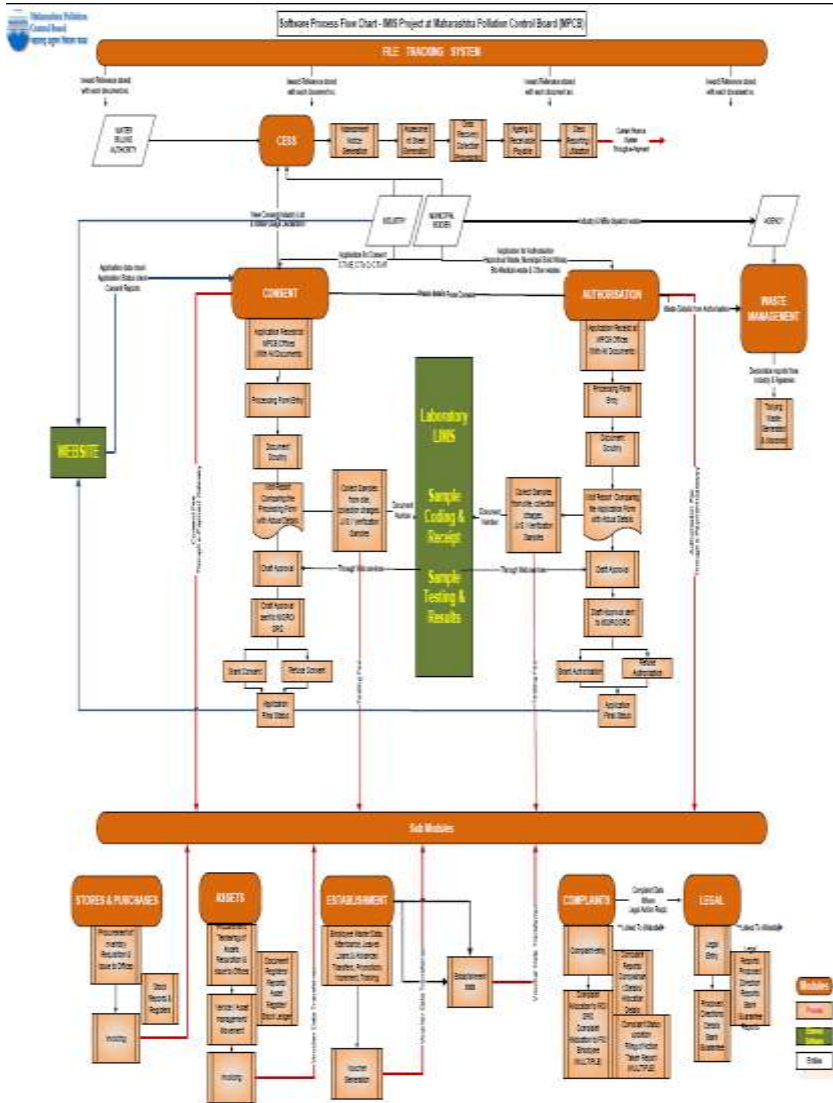
Components of IMIS

Application Software: A purpose built application software has been developed, customized to MPCB specific operational requirements. The enterprise e-governance application is a web-based software having a three tier architecture. The application has been developed on Microsoft Platform.

There are approximately 650 IMIS users spread across various MPCB offices in Maharashtra.

Following schematic depicts the various modules of the application software.

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Laboratory Information Management System (LIMS) : Apart from the customized application software, MPCB also has LIMS from LabVantage. The same is being used in three laboratories as on date. Other laboratories function without LIMS. The database used by LIMS is Oracle 10G

Hardware Infrastructure: An enterprise infrastructure is deployed across all the locations of MPCB and the same works as a platform for hosting and delivering various services through the application software. The core infrastructure (major servers, storage and backup infrastructure, enterprise internet gateway, etc.) are housed in a Data Center at HO Mumbai.

LAN connectivity: Each of the offices have individual LAN established through structured cabling.

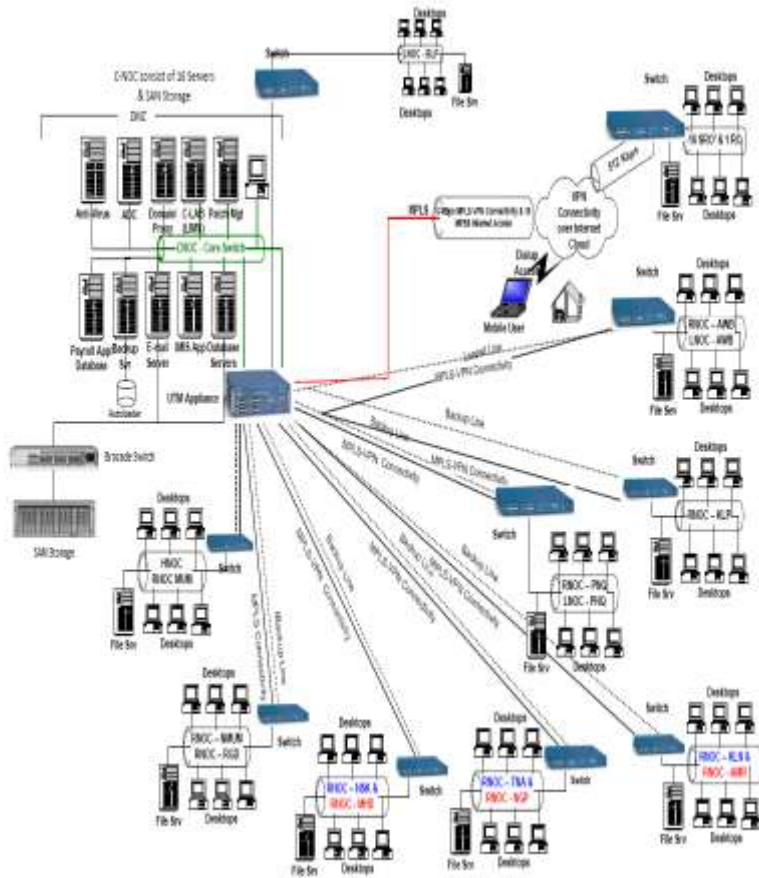
WAN connectivity: All the locations of MPCB are connected to HO, Mumbai through MPLS VPN. The same is provided to MPCB as a managed service by an ISP.

Internet Gateway and security: There is a single internet gateway provided through appliance based security device. Users at all locations access the internet through this secured gateway in a policy-backed framework. Anti-virus software is deployed across MPCB.

Storage and automated backup: A SAN device is commissioned in the Data Centre. Backup software facilitates a policy based regular backup on tape media in the tape library.

A schematic of the connectivity diagram is depicted below

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4.3 OBJECTIVE OF THE RFP

The IMIS is a combination of integrated infrastructure consisting of enterprise Hardware and Custom / Purpose built application software. The same is extremely important of MPCB operations, considering the additional industry facing services that are being

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proposed to be rolled out on the same platform. Thus availability of the IMIS is paramount. The objective of this RFP is to find a suitable agency / Service Provider having the requisite experience, resources and capabilities, to maintain and provide support services meeting certain measurable service standard enunciated in a Service Level Agreement (SLA).

Successful bidder (called as the Service Provider - SP) would be awarded the project under Contract / Work Order having a broad scope defined below.

1. Support at various MPC offices mentioned in Annexure 1, for all the IMIS components mentioned in Annexure 2 as per the SLA mentioned in Annexure 3 and
2. Provide preventive and break-fix maintenance services for the IMIS components mentioned
3. Deploy the required resources
4. Asset management
5. Documentation and record keeping

4.4 CONTRACT PERIOD

The Service Provider will be contracted for a period of THREE (3) years from the date of issue of LoA or signing the contract whichever is later. However, the Board can terminate the contract on account of Service Provider's poor performance.

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5. DESCRIPTION OF THE SELECTION PROCESS

5.1 SUBMISSION OF BIDS

The submission of Bids by interested bidders in response to the Request for Proposal should be through e-Tender system only as mentioned in Annexure 5. The Bids will be

Envelope 1 / Cover 1: Technical Bid
Envelope 2 / Cover 2 : Price Bid.

5.2 RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

1. It is not received by the due time & date specified in the section 5.7
2. It does not include EMD as stipulated in the RFP
3. It does not include sufficient information for it to be evaluated and/or is not in the formats specified.
4. It is not signed and / or sealed in the manner and to the extent indicated in Section 6 of this RFP Document.
5. It does not conform to the terms and conditions mentioned in the RFP

The Bids of Responsive Bidders shall be evaluated in the following two steps.

5.3 STEP 1 (COVER 1) – TECHNICAL BID EVALUATION

In the first step, MPCB will evaluate the information submitted by the Bidder in Cover 1 of the Bid. Bids of only the responsive Bidders shall be considered for the subsequent technical evaluation. The evaluation criteria for assessment of the Technical Bid are described in Section-7.4.1. MPCB, on a written demand, will not open, the Cover 2 of the Bid, viz: the Price Bid, of the Bidders whose Bids are not responsive.

5.4 STEP 2 (COVER 2) – PRICE BID AND PRICE BID EVALUATION

The Price Bid would seek to identify the Bidder making the most competitive price offer to MPCB. The evaluation criteria for assessment of the Price Bid are described in Section -9. The format for the Price Bid is specified in Annexure - 4

A ranked list of Bidders based on the results of the evaluation, as detailed in Section-9 of this Document, would be presented. The top ranked Bidder will be designated the Successful Bidder. MPCB is not bound to award a LoA to the lowest price bidder.

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5.5 AWARD OF LoA

Successful Bidder would be given a Letter of Award (LoA) stipulating the conditions under which the bid has been qualified as the Successful Bid.

5.6 SIGNING OF ORDER ACCEPTANCE

The Successful Bidder would sign a copy of the Purchase / Work Order as a token of acceptance of the same.

5.7 SCHEDULE OF ACTIVITIES

Sr. No.	ACTIVITY	Date
1.	Date of Start of Sale of RFP document	13th August 2015
2.	Date of End of Sale of RFP document	27th August 2015
3.	Last date for receipt of requests for clarifications	29th August 2015
4.	Pre-bid Conference	2nd Sept. 2015
5.	Last date & time for preparation of e- Bids (Covers 1 & 2)	1700 Hrs, 08th Sept. 2015
6.	Time and Date of Opening of Cover-1	1100 Hrs, 15th Sept. 2015
7.	Presentation by the bidders on their project implementation and support methodology with proposed schedule of activities	To be announced

In order to enable MPCB to meet the target dates, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. MPCB shall adhere to the above schedule to the extent possible. MPCB, however, reserves the right to modify the same. Intimation to this effect shall be given to all Bidders.

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6. PROCEDURES TO BE FOLLOWED

6.1. ENQUIRIES & CLARIFICATIONS

Enquiries, if any, should be addressed to:

Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle,
Sion (E), MUMBAI – 400 022
Ph: 022-24014701
Fax: 022-24024068

All queries that are received on or before the date mentioned in Section 5.7 shall be addressed by MPCB in writing. MPCB shall aggregate all such queries, without specifying the source and shall prepare a response, which shall be distributed to all parties who have procured the Request for Proposal Document. It may be noted that queries in writing would be entertained only from those parties who have procured this Document.

Request for clarifications received from prospective bidders who have not paid the fee for the RFP document as defined in 6.6.1, will not be answered. Such bidders will not be allowed to attend the pre bid meeting and also to bid.

Request for clarifications received after the last date mentioned in Section 5.7, may not be addressed. Decision of the Board in the matter will be final.

The prospective Bidders shall submit the queries only in the format given below:

Sr. No	RFP Page No	RFP Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)

6.2. SUBMISSION OF THE BID

1. Cover 1 – Technical Bid

The information to be submitted by the Bidders as Cover 1 of their Bids is described in Section 7 and Annexure 5.

2. Cover 2 – Price Bid

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The Information to be submitted by the Bidders in the Price Bid (Cover 2) is described in Section 9 and Annexure 5.

3. Submission of the Bid

The Bidders are requested to follow the Bid submission process which is detailed in Annexure 5 as per the schedule elaborated in Section 5.7 and Annexure 5.

MPCB shall not be responsible for any delay in submission of the Bids. Any Bid received by MPCB after the due date for submission of the Bids stipulated in Section 5.7 and Annexure 5, will not be opened.

6.3. INITIALING OF THE BIDS

NOT APPLICABLE FOR e-tenders

6.4. INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. Bids received after the scheduled time will not be accepted by MPCB under any circumstances. MPCB will not be responsible for any delay for any reason whatsoever.
2. Bid once submitted will be treated, as final and no further correspondence will be entertained on this. No Bids will be modified after the deadline for submission of Bids.
3. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* or those that do not contain the Covering Letter and other documentation as per the specified formats may be considered non-responsive and may be liable for rejection.
4. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
5. All communication and information should be provided in writing and in the English language only.
6. The metric system shall be followed for units.
7. The price quotations for the bid should be denominated in Indian Rupees.
8. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.

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9. Arithmetical errors will be rectified as follows –
- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying quantities, the unit price will prevail
 - b. In case of discrepancy between grand total obtained by adding various line item totals & the grand amount stated in words, the grand total will be recalculated and the same will be taken as correct.
 - c. **The price bid will be treated as inconsistent & non-responsive, in case if more than one type of discrepancy is observed in the price bid. Such price bid/s will be rejected summarily and considered as intentional misrepresentation and the EMD will be forfeited.**
10. MPCB reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MPCB, may be a ground for rejecting the Bid.
11. The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in this Request for Proposal, MPCB reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied across all the Bidders.
12. The Bidder should designate one person (“Contact Person” and “Authorized Representative and Signatory”) authorized to represent the Bidder in its dealings with MPCB. The Acknowledgement of Receipt of Request for Proposal Document shall be signed by the “Contact Person” and “Authorized Representative and Signatory”. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
13. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the Bid.
14. MPCB reserves the right to reject any or all of the Bids without assigning any reason whatsoever
15. Conditional bids may be summarily rejected.
16. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. MPCB reserves the right to vet and verify any or all information submitted by the Bidder.

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17. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MPCB, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection and the Bid Security will be forfeited. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of MPCB and if MPCB is adequately satisfied.
18. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MPCB shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
19. MPCB may, at its discretion, extend this deadline for submission of Bids by amending the RFP which will be intimated through MPCB website, in which case all rights and obligations of MPCB and bidder will thereafter be subject to the deadline as extended.

6.5. VALIDITY OF THE PRICE BID

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days.

Non-adherence to this requirement and other terms stipulated in the RFP document may be a ground for declaring the Bid as non-responsive. However, MPCB may solicit the Bidder's consent for extension of the period of validity if the Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting MPCB's request for extension of validity shall not be permitted to modify his Bid in any other respect.

6.6. FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

6.6.1. Fees for Request for Proposal (RFP) document

The RFP can be purchased by making a payment (non-refundable) of Rs. 25,000.00 (Rs. Twenty Five Thousand only) through online payment. Pls refer Annexure 5 of this document for the payment methodology.

It is mandatory for the bidders to display the proof of purchase of the RFP document to attend the pre-bid meeting. Prospective bidder failing to pay the fee for the RFP during the sale of RFP document will neither be allowed to attend the pre-bid meeting nor will his bid be accepted.

6.6.2. Earnest Money Deposit (EMD)

Bidders are required to submit a Earnest Money deposit (EMD) for an amount of **Rs.**

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5,00,000.00 (Rupees Five Lacs Only) Pls refer Annexure 5 for the payment of the same. Bids of the bidders who have not paid the EMD as stipulated in this RFP, will be rejected by MPCB as non-responsive. No exemptions to this clause will be allowed.

MPCB shall reserve the right to forfeit the Bidder's EMD under the following circumstances:

1. If the Bidder withdraws his Bid at any time during the stipulated period of Bid validity as per Section 8.1 (or as may be extended).
2. If the Bidder, for the period of Bid validity:
 - i) in MPCB's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from MPCB in this regard and / or
 - ii) fails or refuses to execute the LoA (in the event of the award of the Project to it) and/or
 - iii) fails or refuses to furnish the Service Performance Guarantee within the stipulated time
3. Any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MPCB, is found to be incorrect or is a material misrepresentation of facts

In the event that any Bid is non-responsive or rejected after technical evaluation, the EMD of such Bidders shall be refunded.

In respect of the bids after Technical Evaluation and eligible for price bid evaluation, the EMD of the unsuccessful Bidders (after opening of Cover 2) can cease to be in force after 60 days following the announcement of award of the Project to the Successful Bidder through the issue of the LoA for the same. The EMD of the successful Bidder will be returned only on submission of PBG that Successful Bidder will provide at the time of signing Order acceptance & the SLA. EMD of the unsuccessful bidders will be returned after 45 days of award of contract.

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7. SUBMISSION OF TECHNICAL BID: COVER - 1

7.1. CRITERIA FOR MINIMUM ELIGIBILITY AND BID RESPONSIVENESS:

The Bidder shall fulfill the following Minimum Eligibility Criteria to participate in the bidding process. The Bidder should provide necessary documentary evidences of compliance as follows. Failure to do so for any of the Criteria mentioned below shall result in disqualification of the Bidder.

1. The Bidder should be a Corporate entity, public or private limited company registered / incorporated under The Companies Act, 1956, and in business of IT infrastructure and application software support and maintenance services for minimum FIVE (5) years as on 31st March 2015. No consortiums allowed.
2. The bidder should have a minimum annual turnover of Rs. 50 crore in the financial year ending 31st March 2015.
3. The bidder should have executed at least ONE (1) order for providing IT infrastructure support services having multiple locations and the order value greater than or equal to Rs. 50 Lacs in any of the last three years ending 31st March 2015.
4. The bidder should possess an ISO 9000 certification valid till December 2015.
5. The Bidder should have officially purchased the RFP document from MPCB office by paying the necessary fees as per section 6.6.1 of the RFP.
6. The Bidder should submit the EMD as stipulated in section 6.6.2

7.2. COVER 1: INFORMATION FORMATS

Bidders are required to submit documents as per the following checklist -

Cover 1	Compliance to Minimum Eligibility Criteria and Technical Bid
PART 1	<ol style="list-style-type: none">a) Covering Letter as per the format specified in EXHIBIT 1b) Attested copy of Power of Attorneyc) Original Receipt of fees for RFP issued by MPCB as per section 6.6.1d) EMD as per section 6.6.2e) Certificate of incorporation / registration and Service Tax registration certificatef) Copies of orders in compliance section 7.1 (3)

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PART 2	<p>a) Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1</p> <p>b) Technical proposal highlighting</p> <ul style="list-style-type: none">• Company profile• Proposed methodology to meet SLA requirements of MPCB• Resource proposed to be deployed for MPCB with their skill sets and deployment plan (roles) for MPCB. CVs are to be attached• Sample templates for review and reporting• Tools to be deployed, if any. No extra cost will be paid for such tools. <p>c) Details of the client setup where a site-visit is to be organized by the bidder. The note should include a write-up about the client setup being supported by the bidder, overview of SLA with the client, resources deployed and tools used, if any</p>
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7.3. TECHNICAL BID - COVER 1

The Cover 1 submission will also include Technical Bid of the bidder.

1. The technical bid should be in line with the requirements of MPCB and the SLA proposed by MPCB in Annexure 3
2. The bid should explain proposed methodology for undertaking the project as envisaged in the RFP document.
3. The bid should also explain the resource (manpower, spares, etc) deployment plan, with candidates proposed. Proposed organization structure for MPCB support with escalation matrix needs to be given. CVs of the candidates for various roles should be given.
4. The bid should have all relevant testimonials, so as to ensure they score maximum marks under the evaluation system defined in section 7.4.1

7.4. TECHNICAL BID: EVALUATION CRITERIA & PROCESS

The Bidder shall necessarily submit in Cover 1 of the Bid Document, the Technical Bid detailing his credentials for executing this project and the highlights of the services proposed with respect to scope of work defined in the Bid Document and the benefits that would accrue to MPCB. The Screening Committee appointed for this purpose will do this evaluation. The Technical Bid will contain all the information required to evaluate the bidder's suitability to MPCB for the purpose of this project.

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The guidelines for evaluation have been designed to facilitate the objective evaluation of the Technical Bid submitted by the bidder. The information furnished by the bidders in the technical bid shall be the basis for this evaluation. In case any of the information is not made available, the Committee will assign zero (0) marks to that item.

While evaluating the Technical Bid, MPCB reserves the right to seek clarifications from the Bidders. Bidders shall be required to furnish such clarifications in a timely manner.

MPCB also reserves the right to seek additions, modifications and other changes to the submitted Bid. Bidders shall be required to furnish such additions / modifications / other changes in a timely manner.

7.4.1. Evaluation of Technical Bid

The technical evaluation of the bidders will be done based on the criteria and marking system as specified as follows:

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Sr	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
1	Financial Capability		15	
a	Average Turnover (AT) of the organisation for past 3 financial years ending 31st March 2015			Certificate from CA
	AT < Rs. 50.00 crores	0		
	AT < Rs. 70.00 crores but ≥ 50.00 Crores	1		
	AT < Rs. 100.00 crores but ≥ 70.00 Crores	3		
	AT ≥ Rs. 100.00 crores	5		
b	Net-worth of the organisation as on 31st March 2015			Certificate from CA
	Net worth < Rs. 7.00 crores but > 5.00 Crores	3		
	Net worth < Rs. 10.00 crores but ≥ 7.00 Crores	6		
	Net worth ≥ Rs. 10.00 crores	10		
2	Organisation's Capability		25	
A	Organisation Certifications	10		
i	ISO 20000 certification	5		Certificates valid thru Dec '15
ii	SEI CMM Level 2 Certification	5		
B	Manpower Certifications**	10		**
i	Number of certified resources for Server Maintenance and Networking from respective OEM (Min 10)	3		
ii	Number of Certified resources for IT security (Min 2)	2		
iii	Number of Certified ITIL (foundation / service Manager) resources (Min 2)	3		
iv	Number of Certified Database Support Resources from OEM (Min 2)	2		
C	Number of Districts in Maharashtra where Bidder has office having min staff of 5	5		Self Attested List of offices with Address, Telephone Number and Contact Person
	Districts = 2	1		
	Districts < 5 but > 2	3		
	Districts ≥ 5	5		
3	Past Performance (All periods are for 3 years ending as on 31st March 2015)		30	
a	Completed Orders for SLA based Operation and Maintenance / Support for IT infrastructure which includes ERP support and Hardware support for a minimum period of 1 year for value > Rs. 1 crore pa	Orders ≥ 3	10	Self declared List and Copies of the orders
		Orders < 3 but ≥ 1	5	
b	Completed Orders of Multi-locational Support for IT infrastructure where Locations in India > 10	Orders ≥ 5	15	Self declared List and Copies of the orders
		Orders < 5 but ≥ 3	10	
		Orders < 3 but > 1	5	
4	Presentation on execution methodology		25	Presentation by the proposed Project Manager
5	Site Visit to any ONE (1) of the clients referred in response to point 3 above		5	A brief note about the client setup and tools used
	TOTAL MARKS		100	

** List of Certified resources on company role for period of Min 6 months as on 1st June 2015, attested by the Organisation. The claim should be supported by bank statement showing salary deposits for six months

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Each responsive Bid will be attributed a **technical score denoted by symbol “S(t)”** . The technical score shall be out of a maximum of 100 marks.

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

After technical evaluation, MPCB will rank the bidders in descending order of their technical scores with the top ranked bidder having the highest technical score. If any bidder is found to be technically inadequate to the requirements of MPCB, i.e. if the technical marks are lower than **70**, then that bidder's bid would be deemed non-responsive for further evaluation and would not be considered further in the bidding process.

If in case, after technical evaluation, only one bidder is found to be responsive & eligible, i.e. if the technical marks of only one bidder are more than or equal to **70**, the Board will decide an acceptable price band and open Price Bid of the only eligible bidder. If the price bid of the bidder falls within the price band specified by the Board, the bidder will be declared as the **SUCCESSFUL BIDDER**.

7.5. PRESENTATION BY BIDDERS

MPCB shall invite the Bidders to make a presentation, at their own cost and expenses, for their execution methodology and support plan to meet the required SLA. The schedule for the presentation along with date and time slot will be communicated to the bidder/s, by MPCB at a later date. The presentation has to be given by the proposed Project Manager for the assignment.

The Bidders shall, at their own costs and expense, organize a site visit for MPCB committee to **ANY ONE (1)** of the clients referred in section 7.4, to demonstrate their execution methodology and use of tools for executing Operation and Maintenance assignments.

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8. EVALUATION OF PRICE BID: COVER 2

8.1 PRICE BID PARAMETERS

Bidders are required to offer their best prices for the services only in the format of the price bid given at Annexure-4 of this RFP document through e-Tender procedure explained in Annexure 5. Price offer in any other format will result in rejection of the bid and disqualification of the bidder from the evaluation process.

8.2 EVALUATION OF PRICE BIDS AND RANKING

The price bids of only technically successful bidders whose technical Bids have been awarded **70** or more marks by the Committee will be opened.

The evaluation will be carried out if Price bids are complete and computationally correct. For the purpose of evaluation, only the Grand Total will be considered. Lowest Price bid (denoted by symbol "P (m)") will be allotted a Price score of 100 marks. The Price score will be denoted by the symbol "S (p)". The Price score of other bidders will be computed by measuring the respective Price bids against the lowest bid.

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

8.3 COMPUTING THE FINAL SCORE

The composite score is a weighted average of the Technical and Price Scores. The weightages of the Technical vis-à-vis the Price score is 0.70 of the Technical score and 0.30 of the Price score. The composite score (S) will be derived using following formula:

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

Thus the composite score shall be out of a maximum of 100 marks.

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

8.4 AWARD CRITERIA

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

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The bidder having the highest composite score will be declared the successful bidder.

In case there are more than one bidders having the highest composite score, the bidder having higher technical score will be declared as the successful bidder.

8.5 NOTIFICATION OF AWARD

After selection of the Successful Bidder and after obtaining internal approvals, MPCB will send Letter of Award (LoA) or Work Order to the Successful Bidder.

Upon the successful Bidder accepting the LoA / Work Order, MPCB will sign a services contract with the service provider. Upon Successful Bidder signing the contract and furnishing the requisite guarantees, MPCB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

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9. PAYMENT TERMS

9.1 The Price Bid should be valid for a minimum period of 180 days from the last date of submission of bids

9.2 Following payment terms will be offered to the successful Bidder:

1. Within 15 days of MPCB issuing the LoA, the Successful bidder will sign the Contract including the SLA. The successful bidder at its cost, charges and expenses will submit a PBG for an amount equivalent to 10% of the value of the contract in favour of MPCB at the time of signing of the contract. The PBG shall be in the form of a guarantee/s of a Nationalised Bank acceptable to MPCB and shall be valid till the end of 38 months from the date of issuance.
2. MPCB will release the payment to the Service Provider in 12 equal installments on quarterly basis in arrears. The payments will be released after deduction of penalties, if any, for the elapsed quarter. The penalties are elaborated in the SLA.
3. All payments will be made vide a crossed cheque payable in Mumbai and within 30 days of submission of invoice and after due scrutiny of the performance reports by MPCB or their appointed consultant.

10. INDEMNIFICATION

The bidder hereby agrees and undertakes that, during the Term of the Contract, it shall indemnify and keep indemnified and otherwise save harmless, MPCB from any third party suits instituted against MPCB which are proved to be because of a direct consequence of the installation and / or use of equipment & services provided by the successful bidder.

The Successful Bidder shall indemnify MPCB against all losses and claims in respect of death or injury to any of their personnel, which may arise out of or in consequence of the execution of the project and remedying of any defects therein, and against all claims, proceedings, damages, costs whatsoever in respect thereof or in relation thereto

11. INTELLECTUAL PROPERTY RIGHTS (IPR)

All rights, title and interest of MPCB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of MPCB and the service provider shall not be entitled to use the same without the express prior written consent of MPCB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the service provider or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the service provider. Any development and or enhancements to the application software or reporting tools which may be

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developed as a part of contract, will remain to be property of MPCB and the Service Provider will have no rights whatsoever on the same in terms of royalties or any other fees up on termination of this contract. The Service Provider shall handover all the source code, tools, flow-charts and any other material developed during the contract to MPCB up on termination of the contract. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of the Work Order.

12. SAFETY CODE

The Service Provider shall observe all necessary precautions for the safety of IMIS and MPCB personnel as per safety code and rules in force.

13. NO DAMAGE OF MPCB PROPERTY

Service provider shall ensure that there is no loss or damage to the property of MPCB while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by MPCB shall be recovered from service Provider.

14. COMPLIANCE WITH STATUTE, REGULATIONS

The Service Provider shall conform in all respects, including by the giving of all notices and paying of all fees in accordance with the provisions of any Central or State Statute, Ordinance or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the construction and operation of IMIS and the remedying of any defects therein.

15. ASSIGNABILITY

The successful bidder will not assign its rights, title or interest in the contract in favour of any third party without prior written consent of MPCB. MPCB reserves its rights to grant such consent on such terms and conditions, as it deems fits and proper. MPCB's decision to grant such consent or refusal to grant such consent shall be final.

16. CONFIDENTIALITY

Successful Bidder shall hold data and information about MPCB, obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of MPCB.

Successful Bidder and MPCB shall maintain in confidence any information relating to the terms and conditions of this contract, information received from each other hereto in connection with this contract as well as the business operations and affairs of MPCB or the successful bidder and their affiliates and shall not provide access to such information

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to any third party. This obligation shall expire 2 years after completion of the contract.

17. NON-SOLICITATION

Successful Bidder and MPCB agree not to recruit, hire, Engage or Attempt to Recruit, Hire or Engage, discuss employment with, or otherwise utilize the services in any capacity, of any person who shall have been associated with this project on behalf of the other party at any time during the term of the contract (and within Eighteen Months of expiry of the contract); or induce any such person of the other party at any time during the term of the contract (and within Eighteen Months of the Expiry of the contract), to terminate his/her relationship with such other party; unless otherwise mutually agreed to between the contracting parties

18. CORRUPT & FRAUDULENT PRACTICES

MPCB requires that the bidder under this RFP document maintains highest standards of ethics during procurement and execution of this project. In pursuance of this policy the board defines the terms set forth as follows

“corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence the action or decision making of public official in the procurement process or execution of the project.

“fraudulent practice” means misrepresentation of facts in order to influence the action or decision making of public official in the procurement process or execution of the project to the detriment of the board, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the board the benefits of free & open competition.

If it is determined that bidder / s are engaged in corrupt & fraudulent practices their bid/s will be rejected and also will be declared ineligible for indefinite period or a stated period to time to participate in any future RFP floated by MPCB.

19. TERMINATION OF CONTRACT

19.1 Termination for Default

MPCB without prejudice to any other remedy available for breach of Contract may terminate the Agreement in whole or in part, by a 30 days notice in writing to the Service Provider for any one or all of the following. On such termination, in addition to any other remedy available under the contract the EMD, Implementation/ performance Security will be liable for forfeiture.

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1. If the Service Provider fails to maintain the systems to the minimum assurance quality as per the scope of the work or
2. If the Service Provider fails to provide all or any of the Contracted services as per SLA specified in the Agreement or
3. If the Service Provider in the judgment of MPCB has engaged in corrupt, fraudulent practices, MPCB shall afford an opportunity to the Service Provider to represent his case before termination of the agreement.
4. MPCB shall issue a notice explaining the nature of violations committed by the facilitator and / or afford an opportunity to the Facilitator to represent his case before termination of the agreement.
5. In the event MPCB terminates the Agreement in whole or in part, MPCB may procure upon such terms and in such manner as it deems appropriate service similar to those undelivered and the Service Provider shall be liable to pay to MPCB for any excess costs occurred for procuring such similar services.

However the Service Provider shall continue to perform the agreement to the extent not terminated.

19.2 Termination for Insolvency

If the Service Provider becomes bankrupt or otherwise insolvent, MPCB may terminate the Contract by giving written notice of 30 days to the Service Provider. In this event, termination of the contract will be without compensation to the Service Provider, provided that such termination shall not prejudice any right to action or remedy available to the MPCB which is provided in the RFP document,.

19.3 Termination for Convenience

MPCB may by written notice to the Service Provider terminate the Contract in whole or in part at any time for its convenience and the extent to which performance of the Service Provider under the Contract is completed. In such event the MPCB may elect to pay to the Service Provider a mutually agreed amount for partially completed services, within 30days from the date of termination of contract.

20. FORCE MAJEURE

Notwithstanding the provisions of the RFP, the service provider or MPCB shall not be liable for penalty or 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. For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving MPCB or Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

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If force majeure situation arises, the service provider shall promptly notify MPCB in writing of such condition and cause thereof. Unless otherwise directed by MPCB in writing, the service provider shall continue to perform its obligations under contract as far as possible.

21. SERVICE PROVIDER'S LIABILITY

The selected service provider will be liable for all the deliverables.

The service provider's aggregate liability in connection with obligations undertaken as part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by MPCB arising out of claims made by its customers and/or regulatory authorities

22. ARBITRATION

All disputes, differences, claims and demands arising under or pursuant to or touching this document shall be settled by arbitration of sole arbitrator to be appointed by both the parties and failing such agreement, by two arbitrators, one to be appointed by each party to disputes. All arbitrations shall be held at Mumbai location.

23. LEGAL JURISDICTION

All legal disputes are subject to jurisdiction of Mumbai courts only.

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24. EXHIBIT – 1

FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidder on Company Letterhead along with the Cover 1 of the Bid)

Date:
Place:

To,

**Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle,
Sion (E), Mumbai – 22**

Dear Sir,

Sub: Selection of Service Provider for SLA based Operation and Maintenance of IMIS

Please find enclosed our Bid for "**Selection of Service Provider for SLA based Operation and Maintenance of IMIS**" in response to the Request for Proposal (RFP) Document issued by **MPCB** dated

We hereby confirm the following:

1. The Bid is being submitted by *(name of the Bidder)* who is the Bidder in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by **MPCB** and in any subsequent communication sent by **MPCB**. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from **MPCB**.
3. We have enclosed the EMD as per the RFP terms.
4. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
5. We as the Bidder (Please strike out whichever is not applicable), designate Mr/Ms (mention name, designation, contact address, phone no., fax no., etc.), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of us in respect of the Project.

For and on behalf of:

Signature:

(Authorized Representative and Signatory)

Name & Designation of the Person:

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25. EXHIBIT – 2

FORMAT FOR COVERING LETTER SUBMISSION- WITH PRICE BID

(cover letter on Company Letterhead. Format of Price Bid is given in Annexure - 4)

Date:
Place:

To,

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

Dear Sir,

Sub: Selection of Service Provider for SLA based Operation and Maintenance of IMIS

As a part of the Bid, we hereby make the following price offer to the MPCB.

The cost of the services to be provided as per the requirements stipulated in this RFP is as per Annexure 4.

The price quoted is for the contract period of THREE (3) years.

We agree to bind by this offer if we are selected as the Successful Bidder.

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:
Designation:

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26. ANNEXURE – 1
LIST OF LOCATIONS OF MPCB OFFICES WITH RESPECTIVE ADDRESSES

Sr	Office	Address
1	Head Office	Kalpataru Point, 3rd floor, Opp. Cine Planet Cinema, Sion Circle, Sion (E), Mumbai – 400 022
2	Regional Office Amravati	Maharashtra Pollution Control Board “Sahkar Surbhi” Bapatwadi, Near Vivekanand Colony, Amravati- 444606
i	S.R.O. Amravati I	“Sahkar Surbhi” Bapatwadi, Near Vivekanand Colony, Amravati- 444606
ii	S.R.O. Amravati II	“Sahkar Surbhi” Bapatwadi, Near Vivekanand Colony, Amravati- 444606
iii	S.R.O. Akola	Near, Shashtri Nagar, Akola-444005
3	Regional Office Aurangabad	Paryavaran Bhavan, A - 4/1, MIDC Area , Chikalthana, Near Seth Nandlal Dhoot Hospital, Jalna Road, Aurangabad- 431210
i	Aurangabad I	Paryavaran Bhavan, A - 4/1 , MIDC Area , Chikalthana, Near Seth Nandlal Dhoot Hospital , Jalna Road , Aurangabad - 431 210
ii	Aurangabad II	Paryavaran Bhavan, A - 4/1 , MIDC Area , Chikalthana, Near Seth Nandlal Dhoot Hospital , Jalna Road , Aurangabad - 431 210
iii	Latur	Dev Towers, Opposite Tahsil Office, Latur - 413512
iv	Nanded	Lahoti Complex, 2nd Floor, Near Shivaji Statue, Vajirabad, Nanded - 431601
v	Parbhani	Devkripa Building, Rangnath Maharaj Nagar, Nandkheda Road, Parbhani - 431401
4	Regional Office Kalyan	Maharashtra Pollution Control Board, Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, Kalyan (West)
i	S.R.O. Kalyan I	Maharashtra Pollution Control Board, Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, Kalyan (West)
ii	S.R.O. Kalyan II	Maharashtra Pollution Control Board, Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, Kalyan (West)
iii	S.R.O. Kalyan III	Maharashtra Pollution Control Board, Sidhivinayak Sankul, 3rd and 4th Floor, Station Road, Kalyan (West)
5	Regional Office Kolhapur	Maharashtra Pollution Control Board, Udyog Bhavan Building, Near Collectarate Office, Kolhapur - 416 002
i	S.R.O. Kolhapur	Udyog Bhavan Building , Near Collectarate Office, Kolhapur - 416 002
ii	S.R.O. Sangli	300/2 , Udyog Bhavan , Near Government, Rest House , Vishrambaug , Sangli - 416 416
iii	S.R.O. Ratnagiri	Revenue Department Employees Co-Op Credit Society Ltd., Office Building, Collectors Office Compound, Zandgaon, Ratnagiri 415639
iv	S.R.O. Chiplun	Parkar Complex , 1st floor, Behind Nagar Parishad Office, Chiplun Taluka. Chiplun Dist . Ratnagiri

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Sr No	Regional Office	Address
6	Regional Office Mumbai	Shri Chatrapati Shivaji Maharaj Municipal Market Building, 4th floor, Mata Ramabai Ambedkar Road, Mumbai 400 001
7	Regional Office Nagpur	Udyog Bhavan , 6th floor , Near Sales Tax Office, Civil Line , Nagpur - 440 001
i	S.R.O. Nagpur I	Udyog Bhavan , 6th floor , Near Sales Tax Office, Civil Line , Nagpur - 440 001
ii	S.R.O. Nagpur II	Udyog Bhavan , 6th floor , Near Sales Tax Office, Civil Line , Nagpur - 440 001
iii	S.R.O. Bhandara	Petkar Building, Sant Tukdoji Ward, Behind LIC Building, Bhnadara, Nagpur - 440 001
8	Regional Office Nashik	Udyog Bhavan, First Floor, Trimbak Road, Near ITI, Satpur, Nashik - 422007
i	S.R.O.Nashik	Udyog Bhavan, First Floor, Trimbak Road, Near ITI, Satpur, Nashik - 422007
ii	S.R.O. Jalgaon I	Late Shri Bhikamchand Jain Municipal Market Building , Hall No. A , 3rd floor, Jalgaon - 425 001
iii	S.R.O. Jalgaon II	Late Shri Bhikamchand Jain Municipal Market Building , Hall No. A , 3rd floor, Jalgaon - 425 001
iv	Ahmednagar	Hall No. 2 & 3, Savitribai Phule, Vyaparsankul, Near T.V. centre, Savedi, Ahmednagar -441 003
9	Regional Office Navi Mumbai	Maharashtra Pollution Control Board, Raigad Bhavan, 7th floor, Sector - 11, C.B.D Belapur, Navi Mumbai
i	S.R.O. Navi Mumbai - I	Raigad Bavan, 7th floor Sector - 11, C.B.D Belapur, Navi Mumbai
ii	S.R.O. Navi Mumbai - II	Raigad Bavan, 7th floor Sector - 11, C.B.D Belapur, Navi Mumbai
iii	S.R.O. Taloja	Raigad Bavan, 7th floor Sector - 11, C.B.D Belapur, Navi Mumbai
10	Regional Office Pune	Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003.
i	S.R.O.Pune I	Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003.
ii	S.R.O.Pune II	Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003.
iii	S.R.O.Pimpri-Chichwad	Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003.
iv	S.R.O.Satara	Manjunath Major Commercial Building, 531, Sadar Bazar, Opp. Science College, Dist Satara - 415002.
v	S.R.O. Solapur	4/B, Bali Block, Civil Lines, Oppsite Government Milk Scheme, Saat Rasta, Solapur - 413003


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Sr No	Regional Office	Address
11	Regional Office Raigad	Maharashtra Pollution Control Board, Raigad Bhavan, 6th floor, Sector - 11, C.B.D Belapur, Navi Mumbai
i	S.R.O. Raigad I	Maharashtra Pollution Control Board, Raigad Bhavan, 6th floor, Sector - 11, C.B.D Belapur, Navi Mumba
ii	S.R.O. Raigad II	Maharashtra Pollution Control Board, Raigad Bhavan, 6th floor, Sector - 11, C.B.D Belapur, Navi Mumba
iii	S.R.O. Mahad	Samaik Suvidha Kendra Building, MIDC - Mahad, District Raigad - 402 309
12	Regional Office Thane	Maharashtra Pollution Control Board, Plot No P-30, 5th floor Office Complex Building Mulund Checknaka, Thane.
i	SRO Thane I	Plot No. P-30, 5th floor, Office Complex Building Mulund Checknaka, Thane
ii	SRO Thane II	Plot No. P - 30, 5th floor, Office Complex Mulund Checknaka , Thane
iii	SRO Tarapur I	MIDC Office Building, Boisar Station, Post Taps, Tarapur, Dist.Thane
iv	SRO Tarapur II	MIDC Office Building Boisar Station, Post Taps, Tarapur , Dist Thane
13	Regional Officer Chandrapur	Mahaveer Tower, 2nd floor, Mul Road, Chandrapur, 442 401
i	SRO Chandrapur	Mahaveer Tower, 2nd floor, Mul Road, Chandrapur, 442 401
14	Central Laboratory, Navi Mumbai.	Central Laboratory, Maharashtra Pollution Control Board, "Nirmal Bhavan", P-3, MIDC Industrial Area, Mahape, Navi Mumbai- 400 701.
15	Regional Laboratory, Pune.	Regional Laboratory, Maharashtra Pollution Control Board, Jog Centre, 3rd Floor, Mumbai Pune Road, Wakdewadi, Pune- 411003.
16	Regional Laboratory, Nagpur	Regional Laboratory, Maharashtra Pollution Control Board, Udyog Bhavan, Civil Lines, Nagpur.
17	Regional Laboratory, Aurangabad.	Regional Laboratory, Maharashtra Pollution Control Board, A-4/1, Paryavaran Bhavan, Behind Dhoot Hospital, Chikalhana MIDC Aurangabad.
18	Regional Laboratory, Thane.	Regional Laboratory, Maharashtra Pollution Control Board, Office Complex Building, 5th Floor, Wagle Industrial Estate, Thane
19	Regional Laboratory, Chiplun.	Regional Laboratory, Maharashtra Pollution Control Board, Parkar Complex, 1st Floor, Behind Nagar Parishad, Chiplun, Dist. Ratnagiri.
20	Regional Laboratory, Nashik.	Regional Laboratory, Maharashtra Pollution Control Board, Udyog Bhavan, Satpur MIDC, Near ITI, Nashik- 422 107.
21	Regional Laboratory, Chandrapur	Block No. 13/14, Ground floor, New Administrative Building, Mul Road, Chandrapur -422401

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27. ANNEXURE – 2

LIST OF EQUIPMENT TO BE SUPPORTED

Category	Make	Configuration	LOCATION WISE QUANTITY						Type of Support
			H O	C-Lab	R O	SR O	R-Lab	Other	COS / TP**
Network Switches	3 COM	Switch 5500G- 24-Port,1000BASE-T SFP Transceiver	2	0	0	0	0	0	TP
		Switch 5500 EI- 28-Port,1000BASE-T SFP Transceiver	5	4	14	0	2	0	
		Switch 4210- 24-Port,1000BASE	6	0	0	0	0	0	
	D-Link	D-Link DES-3810-28 Port	1	0	1	17	0	0	
	HP	Procurve Switch 1400- 24-Port,1000BASE	1	0	0	0	0	0	
Servers	SUN	Sun Fire X4150, Single Quad Core E5320, 2GB, 4*10/100/1000, DVD + R/W, ILOM, 2 * 146GB SAS, RPS, RFK, Rail Kit,	8	0	10	0	0	0	TP
	SUN	Sun Fire X4450, Dual Quad Core E7320, 4GB, 2*10/100/1000, DVD + R/W, ILOM, Dual Single Port HBA, 2 * 146GB SAS, RPS, RFK, Rail Kit,	3	0	0	0	0	0	
	IBM	X3650 M3 Intel (R)Xeon®CPU E5645 @ 2.40 GhZ 2.39 Ghz 8GB RAM 300GB * 2 HDD	5	0	0	0	0	0	
LAN Nodes		Structured Cabling	230	120	359	210	0	0	
Internet Security appliance	Cyberoam CR 300i	 CyberoamCR300i_Datasheet.pdf	1	0	0	0	0	0	TP
SAN storage	SUN	SAN Storage Tek 6540 CONTROLLER MODULE Expansion Module HDD 136 *12	1	0	0	0	0	0	

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Autoloader Tape Library	SUN	Sun StorageTek SL48 tape library with 48 slots, 1 HP LTO3 drive and 4Gb FC interface. Includes rack mounting kit.	1	0	0	0	0	0	
DAT Drive	HP		13	0	0	0	0	0	
KVM switches		8 port USB KVM Switch	1	0	0	0	0	0	
		16 port USB KVM Switch	1	0	0	0	0	0	
Rack	Wall Rack	9U,15U,17U,19U,24U, 42U With Standard Accessories	5	1	14	0	0	0	
UPS	APC	APC Symmetra LX 16 KVA	2	0	0	0	0	0	COS
		APC Smart-UPS 5000VA	0	1	2	0	0	0	
		APC Smart-UPS 3000VA	0	0	9	0	2	0	
	Uniline	5000KVA	0	0	1	17	0	0	
Packaged Software License									
Anti Virus	Symantec	Symantec Exe Backup 12.5							
O.S. (Server)	Microsoft	Windows server 2003							
		Windows Server Ent 2008	2						
		Windows Server Std 2008	18						
		Windows External Connector	3						
Database	Oracle	10G	1						
Database	Microsoft	MSSQL 2008 with CAL	1						TP
Email	Microsoft	Exchange 2007 Ent with CAL	1						
Automated Backup	Symantec	Backup EXEC Server 12.5 with required agents	1						
LIMS Licenses	Labvan tage		10						
IMIS users									

** COS : Comprehensive, On-site: Includes spares but excludes consumables such as batteries

TP : Third Party support. O&M vendor responsibility in case of hardware failure is limited to logging the call with original supplier and follow up till closure. Troubleshooting and configuration / reconfiguration will be responsibility of O&M vendor

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28. ANNEXURE - 3

DEFINITION OF SERVICES AND SERVICE LEVELS

1. EQUIPMENT/PRODUCTS TO BE SUPPORTED

The SERVICE PROVIDER will give the Operation and Maintenance (O & M) Services to MPCB for IMIS. The IMIS broadly includes -

- a) Purpose built, customized e-governance application hosted centrally at HO and being accessed by users across all MPCB locations in Maharashtra
- b) LIMS at some of the laboratories
- c) Data Centre facility at HO consisting of Servers, Network switches, Back up and Storage infrastructure.
- d) Server infrastructure (along with OS) at RO
- e) LAN infrastructure at HO and all offices
- f) WAN connectivity to all offices
- g) Appliance based internet security governed by IT security policy
- h) SAN based Storage
- i) Backup infrastructure including Autoloader and automated backup software for policy based backup
- j) Un-interrupted Power Supply (UPS) at various locations

The duration of O & M Services to be provided for e-governance application and infrastructure listed in Annexure – 2 will continue for a period of 36 calendar months, unless terminated or extended by MPCB. The support services will be provided under ITIL framework and will be strictly governed by the SLA.

2. STATEMENT OF WORK

The broad responsibilities of the SP and MPCB are listed hereunder.

SERVICE PROVIDER's Responsibilities

- a) Understanding the IMIS: The successful bidder would be required to take a comprehensive handover from the incumbent Service Provider. It will be responsibility of the successful bidder to take complete knowledge transfer about the status of the IMIS within first 15 days from the start of the contract. The same will include but not be limited to study of the source code and functioning of the IMIS, inventorying the equipment to be covered under Operation and Maintenance and pointing out the discrepancies from the lists given in the RFP / Contract to MPCB.

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- b) Application Software support : Give operational support for the operational software. Help MPCB staff for resolving operational difficulties encountered while using the software.
- c) The type of maintenance will be **Comprehensive (inclusive of spares, wherever necessary) On-site and Third Party support** as mentioned against the respective IMIS component in Annexure -2
- d) Break-Fix Support Services
 - i) The services include repair / replacement of parts or entire equipment, in case if not repairable, with same or better configuration and technical specifications. The repair /replacement of spares will be applicable only in cases where the equipment is under comprehensive on-site maintenance contract. In all the other cases the SP will be required to diagnose the fault and forward the incidence to the OEM / respective contractor for further action. The SP will then ensure that the incidence is resolved by the concerned vendor in a defined time frame.
 - ii) Diagnosis and resolution of all hardware / software / middleware issues
 - iii) On-site resolution in case remote management is not able to provide solution.
- e) Preventive Maintenance Services
 - i) Quarterly Preventive Maintenance (PM) for all the equipment covered under the scope
 - ii) Coordinate and ensure PM by vendor for third party equipments under warranty or as per respective contracts signed by MPCB with these third party vendors.
- f) Help Desk Services
 - i) Help Desk Services based on ITIL frame work and adopting industry's best practices including Service Incidence management, Problem Management, Change Management, Inventory Management and Service Level management.
 - ii) Registering Service Incidences, response and resolution times along with sign-off (manual or electronic) from end-users.
- g) Spares Management
 - i) Assess requirement of spares required to meet the SLA compliance and stock the same on-site and off-site, with information to MPCB. Quarterly health check of all the spares, stocked on-site.
- h) Review and Update, if needed, the following policies, once every six months in consultation with MPCB
 - i) IT Governance Policy Management
 - ii) Backup and recovery
 - iii) IP addressing

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- iv) IT Security and access control
- v) User Profiles
- i) Reporting and Documentation
 - i) The SERVICE PROVIDER will generate periodic reports, which MPCB will check to assess performance of the SERVICE PROVIDER w.r.t. the SLA defined.
 - ii) To ensure that all documentation is maintained up-to-date
- j) Service Level Management
 - i) Meet and better the SLA, by deployment of necessary staff at various locations to reduce the response time
 - ii) Review staff and spares requirement, whenever required.
 - iii) Co-ordination and follow up with 3rd party vendors to monitor respective SLA
- k) Additional Services
 - i) Whenever there is a requirement for addition in the infrastructure, required services are seamlessly provided along with required service levels
 - ii) Conduct periodic refresher's training program for MPCB's staff

MPCB's Responsibilities:

- a) Provide access to designated representative of the SP, to premises of MPCB, for purposes of problem diagnosis and repair;
- b) Provide table space for the designated representatives of the SP, along with a PC, Un-interrupted Power Supply, network printers, Internet connectivity, telephone / fax access, etc.
- c) Provide secured storage area to stock on-site spares inventory;

Various services required and the service levels are defined below

3. APPLICATION SOFTWARE SUPPORT

The application software is hosted at the Data Centre in MPCB HO. The same is accessed by the MPCB users across all its locations.

SERVICE PROVIDER's Responsibilities:

The key activities to be covered under the application software support are as follows

- a) Bug Fixing : Fixing of bugs in the software. This should be an ongoing activity throughout the tenure of the contract. Additionally the bugs should be

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remedied as and when they are encountered. A patch for the bug fixes in a period should be released on a regular basis.

- b) Administrative Support : As a part of administration support the successful bidder would be required to manage and update various user IDs of the MPCB users. This will include deleting duplicate or unwanted user IDs, shifting the User IDs, etc.
- c) Operational support : Address and resolve any run time errors or operational issues faced by the users while operating / using the application software.
- d) Minor development / enhancements : During the tenure of the agreement there can be changes in the information flow / work flow due to statutory / regulatory / procedural requirements from MPCB. This will necessitate modification in the application software through minor development. The SP shall understand the needs of MPCB and incorporate the necessary changes by developing the necessary patches / changes. SP will roll out the patches across MPCB in a controlled manner.
- e) Version Control : Service Provider will ensure that a uniform version is available across all MPCB users at any given point through necessary version control measures. The SP will also maintain all the copies of versions and the patches released along with appropriate notes so that the versions can be referred to in case of roll-back scenarios.
- f) Customised report generation : MPCB may require customized report for specific information through the application software. The SP will ensure that the same are generated upon MPCB request.
- g) Integration support : During the tenure of the agreement, MPCB may procure additional third party software for specific functional requirements. The SP shall work closely with such vendors to seamlessly integrate such applications / software with the MPCB application software.
- h) LIMS support : In addition to the application software support, SP is required to provide operational support to the MPCB Laboratory users for LIMS at the Labs where the same is installed. The support activities will include following
 - a. Operational support
 - b. Customization of parameters and units used in testing SOP, as per the changes suggested by MPCB
 - c. Generation of customized reports through LIMS as per MPCB's requirements
- i) Training : SP will provide training to users during the roll out of any changes in the application software. The same has to be conducted at respective ROs. Additionally, a six monthly refresher training shall be given by the Service Provider to the user highlighting and recapping major changes in the application software.

The support has to be provided through the O & M resources deputed at various

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locations and on call basis at all the other locations

MPCB's Responsibilities:

- a) Inform the SP about the changes required in application software through proper documentation.
- b) In case of third party integration, facilitate a dialogue with the respective vendor and ensure all necessary information required for seamless integration is given to the SP.
- c) Nominate users for training

4. HELP DESK MANAGEMENT

Any need or query or request for service, of any kind, initiated by a user of MPCB which may arise during the term of the agreement is termed as "incidence".

All the users of MPCB will register their incidences to the Help Desk, via telephone numbers, emails and internet. Incidences will be received by the Help Desk Staff and registered. The incidences will then be attended and closed, with a feedback to it's originator.

The Help Desk should manage processes inclusive of - Help Desk Management, Change Management, Asset & Inventory Management, Service Level Management, Call Process Flow and Organization Management.

4.1 Help Desk Operations

SERVICE PROVIDER's Responsibilities:

- a) SP will develop, document & implement the processes to, respond to and resolve the registered incidences.
- b) SP will depute Project Manager & required number of O & M Engineers and help desk coordinator at the Help Desk.
- c) Incidences, registered at the Help Desk will be forwarded to the SP's respective O & M engineers depending on the type of call and location of the call.
- d) SP's Project Manager with the help of O & M Engineers will ensure response to and resolution of the incidences, that adheres to the service levels defined.

MPCB's Responsibilities:

- a) Advice & help the SP to define incidence prioritization guidelines (as a one-time activity or if necessitated during periodic reviews and/or on change in requirements), severity codes and escalation procedures;
- b) Provide updated contact list of the users.
- c) Inform all the users of the incidence registration & resolution processes and the services offered by the Help Desk;

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- d) Assist the SP, in the resolution of incidences, outside the scope defined
- e) Assist the SP, in the resolution of recurring incidences, which are the result of End User error;
- f) Assist SP in ensuring that MPCB's 3rd party vendors report, incidence status and resolution back to the Help Desk,
- g) Provide system level authority to all Hardware and Software, for which the SP has incidence resolution responsibility.
- h) Provide to the SP, communications access
- i) Allow the SP to utilize remote access capability to remotely diagnose problems if required

4.2 Incidence Management Services

- a) Provide "ownership-to-resolution" of all the incidences, monitor and report on the progress of resolution, confirm resolution with the End User, and log the final resolution;
- b) Record, analyze and report on incidences received by the Help Desk, including but not limited to
 - i) Volumes and duration,
 - ii) Incidence & Request trends,
 - iii) Request resolution time.
- c) Assign priorities to incidences based on the guidelines / SLA
- d) Monitor and report to MPCB on SLAs with various 3rd party vendors
- e) Provide input to MPCB, on user training requirements based on, incidence tracking and analysis;
- f) Periodically update contact list of users

4.3 User Oriented Services

- a) Provide an interface for user requests, such as new user IDs, address changes, routing requests, and password changes.
- b) Advise the user to take reasonable steps to backup information,
- c) Guide and direct users to relevant desk / department / individuals in case if incidence is not under scope of deliverables by the Service Provider.

4.4 Asset/ Inventory Management

Service Provider should provide Asset Tracking and Management Services and ensure regular updation of inventory database for software and hardware.

SERVICE PROVIDER's Responsibilities:

- a) Record installation of all new machines, movement within site / locations, changes in configuration / upgrade of machines.
- b) Asset tagging (Labeling / Bar coding).

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- c) Verification & reconciliation reports of assets to be submitted once every six months to MPCB.
- d) Maintain software library as part of software inventory and issue software media on request as per MPCB's policy.

MPCB's Responsibilities:

- a) Be responsible for advising Service Provider of hardware and software procurements, transfers or terminations which affect warranty and license registrations; and Notify Service Provider of any Hardware and Software procured and of any changes made to such Hardware and Software;
- b) Be responsible for user compliance with the terms and conditions of the software licenses and manufacturers' warranty specifications.
- c) Be responsible for resolving any reconciliation discrepancies with the help of Service Provider;
- d) Work with Service Provider to develop and coordinate a schedule to allow Service Provider free and sufficient access to all assets when performing a physical inventory.

4.5 Third Party Contract Management Services

MPCB has various vendors (Product support / OEM / AMC) for the IT / ICT infrastructure (Software and hardware). **Service Provider** will be required to provide vendor management services to ensure proper coordination and seamless operations.

SERVICE PROVIDER's responsibilities:

As part of this activity the Service Provider's team will

- a) Coordinate with these vendors for support services
- b) Register incidences and co-ordination with vendors for resolution of the same
- c) Vendors' SLA tracking and monitoring with alerts and escalations
- d) Providing necessary and advance information for entering into / renewal of AMC
- e) Maintain database of various vendors with details like contact person, Tel. Nos., escalation matrix, and response time and resolution time commitments.
- f) Keep MPCB updated on the services and performance of these third party vendors

MPCB's responsibilities:

- a) MPCB will provide list of all the vendors with details like contact person, Tel. Nos., escalation matrix
- b) MPCB will provide SLA signed with individual vendors.

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5. DATA NETWORK SERVICES

Services listed hereunder are pertaining to Data Cabling at various locations and network switches along with VLAN support where required

SERVICE PROVIDER's Responsibilities

- a) Provide this service at various offices as listed in Annexure 1
- b) LAN troubleshooting activities such as fault diagnosis, troubleshooting, and monitoring, only when connected edge device malfunctions.
- c) Provide support as required to hardware and software problem isolation and resolution in the LAN environment
- d) Maintain LAN configuration data;
- e) Advice / Co-ordinate with MPCB for laying of any additional LAN cable/points.
- f) Configuring / re-configuring the network switches as and when required

MPCB's Responsibilities

- a) Share current documentation and records with SP

6. WAN SUPPORT SERVICES

Following are the services to be provided for Wide Area Network (WAN) support

SERVICE PROVIDER's Responsibilities

- a) Provide L1 support regarding any WAN related incidences and report the exact situation to the MPLS service provider in case of link related issues.
- b) Work closely with the MPLS managed services provider for resolving the WAN related incidences.
- c) Help MPLS service provider configurations / changes in configurations.
- d) Resolve any other connectivity issues not in the perview / scope of MPLS service provider
- e) Monitor bandwidth utilization patterns and advice MPCB about the corrective measures, if any.

7. INTERNET SECURITY SERVICES

Following are the services to be provided for IT security

SERVICE PROVIDER's Responsibilities

- a) Ensure compliance to the current IT security policy (includes virus protection, content filtering, patch management) as defined by MPCB

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- b) Periodically review and modify the MPCB security policies
- c) Make the necessary configuration changes in the security appliance
- d) Assist external security auditors to conduct security audits and ensure compliance to the audit observations
- e) Regular updates / upgrades of the patches and software / firmware
- f) Third party support for the appliance in case of appliance hardware / firmware failure
- g) Support for IS Auditors during IT Security audit and implementing corrective actions as per the audit observations / remarks.
- h) Document, maintain and update configuration history

8. STORAGE AND BACKUP SERVICES

Following are the services to be provided Storage and Backup

SERVICE PROVIDER's Responsibilities

- a) Ensure compliance to the current backup policies defined by MPCB
- b) Periodically review and modify the MPCB backup policies
- c) Ensure periodic cleaning of data to avoid duplicate / unused files / data
- d) Ensure regular backup as per the policy
- e) Conduct periodic restore drills
- f) Ensure safe custody of the backup media at primary and off-site location
- g) Ensure regular maintenance of data on the primary storage
- h) Regular inventourisation of tapes and proactive alert MPCB about additional tape requirement
- i) Third party support for the appliance in case of appliance hardware / firmware failure

9. POWER BACKUP AND CONDITIONING EQUIPMENT

Following are the services to be provided UPS at various locations

SERVICE PROVIDER's Responsibilities

- a) Comprehensive on-site support for the equipment as mentioned in Annexure-2
- b) Ensure spares are maintained at the cost of SP to meet the SLA
- c) Monitoring the UPS efficiency and ensure minimum backup availability
- d) It may be noted that the batteries of the UPS are not covered under the scope of comprehensive maintenance

MPCB's Responsibilities

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- a) Ensure replacement of batteries, if suggested by SP

10. PACKAGED SOFTWARE SUPPORT SERVICES

Following are the services to be provided Storage and Backup

SERVICE PROVIDER's Responsibilities

- a) Maintain inventory of the licenses of the OS and Database under scope of O & M. This includes server and Client licenses
- b) Ensure regular updates of the software through patches as and when the same are available
- c) Advise MPCB in case of excess / shortage of licenses

11. DOCUMENTATION AND REPORTING

Documentation regarding various configuration changes, asset movement, network layouts (physical and logical) will be recorded immediately after respective change.

Service Provider will arrange to send alerts based on critical incidences, through mails to designated officers of MPCB.

Periodical Status Reports

- a) Monthly report with the following information:
 - i) Summary SLA Compliance for the month
 - ii) Summary of Uptime and Downtime for the month
 - iii) Outages reports for the month
 - iv) Preventive maintenance performed
 - v) Suggestions received at help desk
 - vi) Issues Requiring Client intervention
- b) Quarterly report with the following information
 - i) Summary of SLA compliance for the quarter
 - ii) Payment due to the Service Provider for the quarter as per the credits and debits of the SLA.
 - iii) Summary of Uptime, Downtime and Outages
 - iv) Preventive Maintenance performed
 - vii) Action items on help desk services to be implemented
 - viii) Services added during the month
 - ix) New users & services in the network
 - x) Manpower Attendance during the quarter
 - xi) Summary of equipment inventory

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Service Level Management Reports

- a) Service Level Agreement (SLA) Performance
Track monthly SLA performance for both availability and response service level objectives. Key data indicators are average availability performance, average response performance, and average overall performance.
- b) Service Level (SLA) Breaches
Determine the effectiveness of the Service Level Objectives (SLOs) in place for a specified service level agreement. Key data points include number of times an objective was breached over the month, number of configuration items (CIs) affected by the breaches, and average response time for each objective. It should be possible to filter this report on a particular SLO.
- c) Service Level Outages (SLOs)
Determine the monthly availability performance of SLOs in place for a specified SLA. A key data point is the number of times an availability objective is breached over a period of one month. Average availability statistics are listed in comparison to the expected availability statistics. If the expected availability is not met, a potential issue flag should be indicated next to the SLO.
- d) Service Level Reports to analyze & display service level information for an enterprise, region, department or business process.

12. TRAINING

SERVICE PROVIDER's Responsibilities:

- a) SP will be responsible for re-training whenever changes are made in the Hardware / Software / Procedures to bring in improvement in performance or new technology
- b) SP will provide necessary soft and hard copies of course material to all the participants.

MPCB's Responsibilities:

- a) MPCB will nominate its staff for the training programs
- b) MPCB will make available to the SP conference room with projector, for planned training

13. HANDOVER OF INTEGRATED MIS AND PREMISES

On the expiry or termination of Agreement Period, the Service Provider shall:

- a) Handover the IMIS to MPCB in good operating condition and facilitate smooth transition to the new vendor

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- b) Hand over to MPCB all documents, manuals and records, which will allow the a seamless knowledge to MPCB or their nominated party.

14. STAFFING REQUIREMENTS

For the SP to deliver the contracted O & M Services as per the defined SLA, it is important that, the SP must depute Project Manager and O&M Engineers for infrastructure and application software support across various locations of MPCB. Help desk coordinators also should be deployed. Following are the general guidelines to be followed:

- a) Service Provider must depute one Project Manager at HO on full time basis. Project Manager must have following credentials :
 - i) Should be on the role of the SP
 - ii) Should be graduate engineer (preferably Computer Science, or Electronics & Telecommunications) from a recognized institute/university.
 - iii) Should be either PMP or ITIL Service Manager certified
 - iv) Experience of more than 5 years in supporting a multi-location IT/ICT infrastructure that has more than 500 users.
 - v) Experience of working for 1 year on processes based on ITIL framework.
 - vi) Experience of minimum 1 year of using the Enterprise Management System (EMS) tool

- b) The SP must depute O & M Engineers as indicated in the table hereunder, that must have following experience levels & credentials :

Level of Experience	Experience in the respective area
L1	1-2 years
L2	2-5 years
L3	5+ years

- i) Deployed O & M Engineers must be graduate engineers or MCA or having equivalent qualification from any recognized institute/university.
- ii) Must have a minimum of, 2 years of work experience
- iii) MPCB at its sole discretion may interview the O & M Engineers the SP proposes to depute, to ascertain their suitability for the job.
- iv) The SP if in case, withdraws / terminates services of any of its deputed O & M Engineer/s, to ensure smooth hand over, a minimum of 60 days of

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notice periods should be given by the SP to MPCB. All such changes must be done in consultation with MPCB.

- v) The SP will maintain & report to MPCB on daily basis, the attendance of all the O & M Engineers across different location of MPCB.
 - vi) In case of disaster at MPCB's data centre, the SP will move/provide key staff members at HO to give necessary end-user equipment level support. The expenditure towards to & fro journey of the key staff members of the Service Provider for the said purpose and stay arrangement will be borne by the Service Provider.
 - vii) Staff members deployed by the SP will be subjected to the disciplines, office decorum, etiquettes as applicable to any other staff member of MPCB.
 - viii) Provision of accommodation, lunch/snacks/breakfast, conveyance, travel, provision & usage mobile telephones etc. for the Project manager, O & M Engineers, helpdesk coordinator will be made the SP and at his own cost, expenses & risk.
- c) The SP must deploy O & M engineers as per the minimum requirement, in the table given below :

Location	Purpose	Minimum Number Required	Experience Level
HO Sion Mumbai	Project Manager	1	L3
	Helpdesk Coordinator	2	L2
	Equipment Support <ul style="list-style-type: none"> • Server and Network Support • Database Support • Antivirus Support, Mail Management • Emergency Admin & Support • Backup & Recovery 	3	L2
	Application support <ul style="list-style-type: none"> • Trouble shooting • Bug fixing, • User support • Minor development 	Support – 2; Development - 2	L2 for support, L2 for development
RO – Pune, Aurangabad, Nagpur	Full time Resident O & M Support and support to other nearby locations	1	L2

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Location	Purpose	Minimum Number Required	Experience Level
Locations other than HO & ROs mentioned above	O & M Support	On call	L1

Notes:

The number of O&M Engineers to be deputed as mentioned in the table above is minimum & indicative. It will be sole responsibility of the SP to assess & depute O&M Engineers at various locations, to ensure that the services delivery meets the SLA.

The O&M Services will be normally required between 10 AM and 6 PM on every working day of MPCB but may also be occasionally required on Saturdays /Sundays /Holidays and during the quarterly/half yearly/annual closing period of MPCB. The SP must provide such occasional services without any additional cost.

15. SERVICE LEVEL REQUIREMENTS

- a) Service Level requirements will be monitored by the SP. Service Provider will make this information available to authorised personnel of MPCB, by email and by submission of hard copy of the report/s as per requirement.
- b) SERVICE PROVIDER will monitor Service Levels of MPCB's contracts with 3rd party vendors.
- c) The severity of the incidences is divided into 3 (THREE) categories as defined in the following table.

Severity Level	Severity Type	Impact
S1	Critical Problems	Outage / performance degradation of one or more of application software module Outage / performance degradation for infrastructure at datacenter Outage of OR performance degradation of number of equipment on Data Network of 25% of the installed equipment, whichever is more, for more than 1 business day, either at HO / Central Laboratory / RO.
S2	Major Problems	Outage of OR performance degradation of server at RO Outage of OR performance degradation of number of equipment on Data Network of 15% of the installed equipment for more than 2 business days at any of the ROs, SROs and other remote locations.

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S3	Minor Problem	Outage of OR performance degradation affecting 5% of the users or more than 5 users, whichever is more, for more than 4 business days either at any of the ROs, SROs and other remote locations.
----	---------------	--

- d) Other definitions pertaining to measurement of SLA are give hereunder:
- i) **Response Time:** The time lapsed between, the times of registering the incidence to the Help Desk, to the time when the O & M Engineer starts resolving the incidence.
 - ii) **Resolution Time:** The time lapsed between the, times of registering the incidence to the Help Desk to the time when normal operation is fully restored. Provision of standby equipment of similar or higher configuration will be deemed as operations fully restored.
 - iii) **On-Site:** Any incidence responded to & resolved at any locations, by the SP's O & M Engineer, who is stationed at that particular location, is termed as On-Site call. In this case travel time of the O & M Engineer in calculating the Response Time and Resolution Time will be NIL.
 - iv) **On-Call:** Any incidence, responded to & resolved at any location, where the SP's O & M Engineer is not stationed at that particular location, and hence has travels to that particular location from some other location, is termed as On-Call. In this case, in calculation of the Response Time and Resolution Time, the time required for travel of the O & M Engineer, will be considered as time lapsed.
 - v) **Calculation Window:** Frequency of calculation of SLA compliance.
 - vi) **Service window:** refers to 'Hours per day' X 'Days per week'.

15.1 Measurement Metrics for services

$$\text{Response time (\%)} = \frac{\text{Calls attended within stipulated response time}}{\text{Total number of calls received in the month}} \times 100$$

$$\text{Resolution time (\%)} = \frac{\text{Calls closed within stipulated resolution time}}{\text{Total number of calls received in the month}} \times 100$$

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16. SERVICE CALLS

16.1 Severity / Priority wise Service Level

Severity Level	Service Type	Response Time	Resolution Time	
			No Spares Required	Spares Required
S3	On-site	30 min	2 hrs	Within 3 Business Day
	On-call	2 hrs	8 hrs	
S2	On-site	30 min	1 hrs	8 hrs
	On-call	2 Hrs	4 hrs	
S1	On-site	15 min	1 hrs	4 hrs
---	Third Party	30 min	---	---

- The resolution time for 3rd party incidence depends on the SLAs, agreed & signed with the respective 3rd party the vendors. The SP will regularly follow up with the respective 3rd party vendors to ensure for quick resolution of the incidences. The SP will keep MPCB informed, of the service level compliances of the 3rd party on a fortnightly basis.
- Specific development assignments will be handled by the SP after assessing the effort estimates and having a mutual sign-off with MPCB.

16.2 Compliance to Service Levels

Severity Level	Required Compliance Level			
	Quarter-1		Quarter-2 onwards	
	Response time	Resolution time	Response time	Resolution time
S1	96%	97%	98%	98%
S2	95%	96%	96%	97%
S3	93%	95%	95%	96%

16.3 Penalty Clauses for Service Level Non-adherence

Compliance of service level requirements towards respective services category will be measured separately for every category, every month.

Service Provider will make all the information available to MPCB.

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As mentioned above all the service areas have been classified under different levels of severity / priority. Shortfall in achieving SLA compliance level across all the severity levels under respective service areas will be aggregated separately for each month. A penalty as a % of the amount payable per quarter will be charged every quarter.

Shortfall in SLA target/compliance by	Penalty as % of quarterly payable amount
Meeting SLA	0
≤ 1 %	2
> 1% and ≤ 2 %	3
> 2% and ≤ 3 %	4
> 3% and ≤ 5 %	8

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29. ANNEXURE – 4

Price Bid Format

Note: Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer.

The bidders should strictly follow the format given below for submitting the price –bids

Sr. No.	Description	Basic Price (Rs.)	Taxes (Rs.)	Total Price (Rs.)
	Cost of Operations and Maintenance as per the scope defined in Annexure 3 of this RFP for the components mentioned in Annexure -2 for the services to be provided at all the MPCB locations mentioned in Annexure -1			
Grand Total Amount in Rs.				

Grand Total Amount in Words Rs.: _____

Note: 1. The prices quoted are for the scope and SLA as mentioned in Annexure 3 and for a period of 3years
2. The prices are valid for 180 days from the date of bid.

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

Date:

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30. ANNEXURE – 5

DETAILS FOR E-TENDER PROCEDURE

NOTICE DETAILS

Tender Reference no.	MPCB/EIC/e-Tender/3531 Date :12/08/2015
Name of Work / Item	SLA based Operation and Maintenance of Integrated Management Information Systems.(IMIS)
Cost of blank tender document & Mode of Payment	Rs. 25,000/- (Rupees Twenty Five Thousand Only) (Non Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage.
EMD Amount & Mode of Payment	Rs.5,00,000/- (Rupees Five Lakhs Only) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.
Date ,Time and Place for Training on e-Tendering Process	2 nd September 2015 11:00 Hrs at MPCB Conference Hall, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Date ,Time and Place of Pre Bid Meeting	2 nd September 2015 15:00 Hrs at MPCB Conference Hall,Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Venue of online opening of tender	MPCB Conference Hall, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Address for Communication	Member Secretary MPC Board, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Contact Telephone & Fax Numbers	Tel.No. - 022- 240 87 295, 022- 240 10437 Fax - 022- 240 87 295 Email - eic@mpcb.gov.in
e-Tendering Helpline Support:	
Monday to Friday: 09:00 AM - 08:00 PM	<u>Telephone:</u> 020 - 3018 7500
Saturday - 09:00 AM - 06:00 PM	<u>Email: support.gom@nextenders.com</u>

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e-TENDER TIME SCHEDULE

Please Note: All bid related activities (Process) like Tender Document Download, Bid Preparation, and Bid Submission will be governed by the time schedule given under Key Dates below:

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time
1	Release of Tender	Department	10-08-2015	11.00	13-08-2015	16.00
2	Tender Download	Bidders	13-08-2015	16.01	27-08-2015	17.00
3	Bid Preparation		13-08-2015	16.01	08-09-2015	17.00
4	Superhash Generation & Bid Lock	Department	08-09-2015	17.01	10-09-2015	17.00
5	Control Transfer of Bid	Bidders	10-09-2015	17.01	14-09-2015	17.00
6	Envelope Opening 1	Department	15-09-2015	11.00	15-09-2015	17.00
7	Envelope 2 Opening		23-09-2015	11.00	23-09-2015	17.00

* Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial bids shall be notified in 'Press Notice / Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.

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INSTRUCTIONS TO BIDDERS FOR e-Tendering

GENERAL INSTRUCTIONS:

The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra**:
<https://maharashtra.etenders.in>

The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <https://maharashtra.etenders.in>

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

An important Training Workshop on e-Tendering procedure will be held on 02-09-2015 at 11:00 Hrs. at 4th floor Conference Hall , MPCB, Sion.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

Bidders will have to pay cost of Tender Document through online modes of payment such as **Net Banking, Debit Card and Credit Card** during **Tender Document Download stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking) of Rs. **1054/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

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If any assistance is required regarding e-Tendering (registration / upload / download) please contact GoM e-Tendering Help Desk on number: **020 – 3018 7500 (Pune Helpline)**, Email: support.gom@nextenders.com

For a bidder, online bidding process consists of following 3 stages:

1. *Online Tender Document Purchase and Download*
2. *Online Bid Preparation*
3. *Online Bid Submission*

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

TENDER DOCUMENT PURCHASE AND DOWNLOAD:

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of Maharashtra Pollution Control Board on e-Tendering website of Government of Maharashtra, <https://allgom.maharashtra.etenders.in> by making payment through **Online Payment Modes i.e. Net Banking, Debit Card and Credit Card.**

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

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

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

The Tender form will be available online only. Tender forms will not be sold / issued manually from M.P.C.Board office

The bidders are required to download the tender document within the pre-scribed date & time mentioned in online tender schedule. After expiry of the date and time for tender document download, Department / Corporation will not be responsible for any such failure on account of bidders for not downloading the document within the schedule even though they have paid the cost of the tender to the Department / Corporation. In such case the cost of the tender paid by the bidders will not be refunded.

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PREPARATION & SUBMISSION OF BIDS

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

Online Bid Preparation

EARNEST MONEY DEPOSIT (EMD)

Bidders are required to pay Earnest Money Deposit (if applicable) through Online Payment modes i.e. **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during Bid Preparation Stage.

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

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

In case EMD is mandatory to all the bidders for a tender, offers made without EMD shall be rejected.

In Bid Preparation stage, bidders get access to Online Technical and Commercial Envelopes where they require uploading documents related to technical eligibility criteria and quote commercial offer for the work / item in respective online envelopes.

TECHNICAL BID

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, if required can be zipped as well and then uploaded during **Online Bid Preparation stage**.

The list of documents for Technical Envelope is as follows:

Commented [A1]: Provide entire list of documents related to technical eligibility criteria, sought by you from the bidders, here in this space as well as on the last page of tender document.

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Sr. No.	List of Documents	Compulsory / Additional
Documents for Technical Bid		
1	Covering Letter As per Format in EXHIBIT 1	Compulsory
2	Attested copy of Power of Attorney	Compulsory
3	Proof of Purchase of RFP	Compulsory
4	EMD as per Section 6.6.2	Compulsory
5	Certificate of incorporation / Registration Service Tax registration certificate	Compulsory
6	Service Tax registration certificate	Compulsory
7	Copies of orders in compliance of Section 7.1 (3)	Compulsory
8	Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1	Compulsory
9	Technical Proposal as mentioned in section 7.2 PART 2 (b)	Compulsory
10	Details of Client Setup as mentioned in section 7.2 PART 2 (c)	Compulsory
Documents to be uploaded for Price Bid		
1	Covering Letter as per format in EXHIBIT 2	Compulsory
2	Duly completed Price Bid as per Annexure 4 with Signature and Seal	Compulsory

COMMERCIAL BID

All commercial offers must be prepared online (An online form will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Preparation** stage).

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope.

Towards the end of Bid Preparation, once verification of EMD payment is successful, bidder completes the Bid Preparation stage by generating the Hash Values for T1 and C1. Post this, system won't allow him/her to make any further changes or modifications

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in the bid data.

Online Bid Submission

In this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody.

Note: During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION

Bidders are required to pay Earnest Money Deposit (if applicable to them) through Online Payment modes i.e. **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during Bid Preparation Stage.

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

Hence, it is strongly recommended to bidders to initiate this payment well in advance prior to expiry of Bid Preparation stage in order to avoid elimination from Online Bidding Process on grounds of failure to make this payment.

During the activity of **Bid Preparation**, bidders are required to upload all the documents of the technical bid by scanning the documents and uploading those in the PDF format. This apart, bidders will have to quote commercial offer for the work / item, for which bids are invited, in an online form made available to them in Commercial Envelope. This activity of **Bid Preparation** should be completed within the pre-scribed schedule given for bid preparation.

After **Bid Preparation**, the bidders are required to complete **Bid Submission** activity within pre-scribed schedule without which the tender will not be submitted.

Interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. **1054/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of commencing **Online Bid Submission** stage of the tender schedule.

Non-payment of processing fees will result in non submission of the tender and Department will not be responsible if the tenderer is not able to submit their offer due to non- payment of processing fees to the e-tendering agency.

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Detailed list of different modes of online payment to e-tendering service provider (**E-Payment Options**) has been provided under **E-Tendering Toolkit for Bidders** section of **<https://maharashtra.etenders.in>** .

The date and time for online preparation followed by submission of envelopes shall strictly apply in all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

Any amendment to the tender will be placed on sub portal of the Department, who have invited the bids, on e-tendering portal of the Govt. of Maharashtra. The tenderer will not be communicated separately regarding the amendment.

OPENING OF BIDS:

The bids that are submitted online successfully shall be opened online as per date and time given in detailed tender schedule (if possible), through e-Tendering procedure only in the presence of bidders (if possible).

Bids shall be opened either in the presence of bidders or it's duly authorised representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

TECHNICAL ENVELOPE (T1):

First of all, Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements.

At the time of opening of technical bid the tenderer should bring all the original documents that have been uploaded in the Online Technical Envelope (T1) so that same can be verified at the time of opening of technical bid.

If the tenderer fails to produce the original documents at the time of opening of technical bid then the decision of the committee taken on the basis of document uploaded will be final and binding on the tenderer.

If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's

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Commercial Envelope will not be considered for further action but the same will be recorded.

Decision of the tender opening authority shall be final in this regard.

The right to accept or reject any or all tenders in part or whole without assigning any reason thereof is reserved with Tender Opening Authority and his decision(s) on the matter will be final and binding to all.

The commercial bids shall not be opened till the completion of evaluation of technical bids.

The commercial Bids of only technically qualified Bidders as mentioned above will be opened.

COMMERCIAL ENVELOPE (C1):

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

PRICE SCHEDULE

Note: Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer.

Commented [A2]: Place this caption above the format of Commercial Bid Form

Final List of Documents to be uploaded Online:

The following documents should be uploaded by the bidders in the form of PDF Files in the same order as mentioned below, on the e-Tendering website during **Online Bid Preparation** stage.

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Sr. No.	List of Documents	Compulsory / Additional
Documents to be uploaded for Technical Bid		
1	Covering Letter As per Format in EXHIBIT 1	Compulsory
2	Attested copy of Power of Attorney	Compulsory
3	Proof of Purchase of RFP	Compulsory
4	EMD as per Section 6.6.2	Compulsory
5	Certificate of incorporation / Registration Service Tax registration certificate	Compulsory
6	Service Tax registration certificate	Compulsory
7	Copies of orders in compliance of Section 7.1 (3)	Compulsory
8	Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1	Compulsory
9	Technical Proposal as mentioned in section 7.2 PART 2 (b)	Compulsory
10	Details of Client Setup as mentioned in section 7.2 PART 2 (c)	Compulsory
Documents to be uploaded for Price Bid		
1	Covering Letter as per format in EXHIBIT 2	Compulsory
2	Duly completed Price Bid as per Annexure 4 with Signature and Seal	Compulsory

Note: During **Online Bid Preparation**, apart from the above mentioned documents, if any need arises to upload additional documents in Technical Envelope, an option of '**Upload Additional Documents**' has been provided in the e-Tendering software which will be available to bidders during **Online Bid Preparation** stage.