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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 and Annexure - 5. If this office receives no intimation by the date mentioned in Section 5.7 and Annexure - 5, 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*.

2. LIST OF ABBREVIATIONS

MPCB Maharashtra Pollution Control Board CPCB Central Pollution Control Board PMC Project Management Consultant RO Regional Office, MPCB

Sub-Regional Office, MPCB SRO Head Office, MPCB HO

RFP Request for Proposal

IMIS **Integrated Management Information System**

NOC **Network Operations Centre** Original Equipment Manufacturer OEM **Uninterrupted Power Supply** UPS

Local Area Network LAN WAN Wide Area Network

PBG Performance Bank Guarantee

SPBG Service Performance Bank Guarantee

Letter of Award LoA

SLA Service Level Agreement Internet Service Provider ISP

Service Provider SP

MPLS Multi Protocol Label Switching

VPN Virtual Private Network Mega Bits per Second Mbps **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.

BIDDER

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

DOCUMENT / BID DOCUMENT

This Request for Proposal Document.

3.4 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.

REQUEST FOR PROPOSAL

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

RESPONSIVE BIDDER

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

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4. PROJECT CONCEPT & STRUCTURE

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. IMIS is also integrated with a Laboratory Management Information 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 INFRASTRUCUTRE

MPCB has already rolled out their IMIS program at all their locations through deployment of IT infrastructure. The core infrastructure consists of Data Center at HO, housing various servers, storage and WAN connectivity equipment. Each of the offices are networked for LAN connectivity and are connected to the HO through MPLS VPN connectivity.

The edge / end-user equipment at each of the MPCB offices consists of Desktops, printers and scanners. List of locations along with their addresses is mentioned in Annexure -1. A location-wise wise list of end-user equipment is attached herewith as Annexure 2.

4.3 **OBJECTIVE OF THE RFP**

The edge equipment is used by the users throughout the MPCB offices to access the IMIS and also for other office work. It is required that this equipment remains in good working conditions. 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 for all the equipment mentioned in Annexure 2 as per the SLA mentioned in Annexure 3
- 2. Provide preventive and break-fix maintenance services for the equipment mentioned
- 3. Deploy the required resources

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- 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.

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 and Annexure 5
- 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 submitted in the manner and to the extent indicated in Section 6 and Annexure 5 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. The Cover 2 of the Bid, viz: the Price Bid, to the Bidders whose Bids are not responsive / do not qualify the technical evaluation will not be opened.

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 -8. The format for the Price Bid is specified in Annexure - 4

A ranked list of Bidders based on the results of the evaluation (technical and commercial), as detailed in Section-8 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 / Contract 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	17 th Oct 2016
2.	Date of End of Sale of RFP document	27 th Oct 2016
3.	Last date for receipt of requests for clarifications	1700 Hrs 27 th Oct 2016
4.	Pre-bid Conference	1130 Hrs 28 th Oct 2016
5.	Last date & time for receipt of e-Bids (Containing Cover 1 & 2) / Bid Preparation	1700 Hrs 5 th Nov 2016
6.	Time and Date of Opening of Cover-1	1130Hrs 9 th Nov 2016
	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 Email: eic@mpcb.gov.in

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)

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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

The Information to be submitted by the Bidders in the Price Bid (Cover 2) is described in Section 8 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**

Covering Letters and other statutory documents to be submitted as a part of the e-bids should be signed and sealed by the Authorised Signatory before the bids are uploaded / submitted.

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

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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.
- 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

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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.
- 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.

FEES AND DEPOSITS TO BE PAID BY THE BIDDERS 6.6.

6.6.1. Fees for Request for Proposal (RFP) document

The RFP can be purchased by making a payment (non-refundable) of Rs. 10,000.00 (Rs. Ten Thousand only) through online payment. Pls refer Annexure 5 of this document for the

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payment methodology.

It is mandatory for the bidders to produce 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 their 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. 2,00,000.00 (Rupees Two Lakhs 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 9.1 (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 without opening Cover – 2 of their Bid.

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 SPBG 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 support and maintenance services for minimum FIVE (5) years. No consortiums allowed.
- 2. The bidder should have a minimum annual turnover of Rs. 1 Crore from AMC business in any of the last three years ending 31st March 2016.
- 3. The bidder should have executed at least ONE (1) order for providing IT infrastructure support services (AMC or FMS) having multiple locations and the order value greater than or equal to Rs. 25 Lacs in any of the last three years ending 31st March 2016.
- 4. The Bidder should have officially purchased the RFP document from MPCB office by paying the necessary fees as per section 6.7.1 of the RFP.
- 5. The Bidder should submit the EMD as stipulated in section 6.6.2

COVER 1: INFORMATION FORMATS 7.2.

Bidders are required to organize Cover-1as per the following checklist -

•	
Cover 1	Compliance to Minimum Eligibility Criteria and Technical Bid
Section 1	 a) Covering Letter as per the format specified in EXHIBIT 1 b) Attested copy of Power of Attorney c) EMD as per section 6.6.2 d) Certificate of incorporation / registration e) CA's certificate about the quantum of AMC business being more than Rs. 1 Crore f) Copy of order in compliance to section 7.1 (3)
Section 2	 a) Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1 b) Technical proposal highlighting Company profile Proposed methodology to meet SLA requirements of MPCB Resource availability with their skill sets and deployment plan for MPCB Sample templates for review and reporting Tools to be deployed, if any

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7.3. **TECHNICAL BID - COVER 1**

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

- 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 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.

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:

Sr. No.	Criteria	Graded Marks	Max. Marks	Testimonial to be presented		
1	Financial Capability		10			
	Average Turnover (AT) of the organisation for past 3 financial years ending 31st March 2016			Certificate from CA		
	AT < Rs 7.00 crores but > 5 .00 Crores	2				
	AT < Rs. 10.00 crores but ≥ 7.00 Crores	5				
	AT ≥ Rs. 10.00 crores	10				
2	Past Performance		30			
	Average Annual Business (AB) of organisation from AMC/FMS business for past 3 years ending 31/03/2016					
а	AB < Rs.1.50 crores but ≥ 1 Crore	3	10			
	AB < Rs. 3.00 crores but ≥1.5 Crores	7				
	AT ≥ Rs. 3.00 crores	10		Self Certified list of		
	Multi location AMC Orders executed in THREE years ending 31/03/2016 each spanning multiple locations and having value ≥ Rs. 25 Lacs			orders giving name & address of customer, telephone number & email ID of contact		
b	Orders ≥ 5	10	10	person & value of order		
	Orders < 5 but ≥ 2	5		·		
	Orders <2	0				
С	Multi location AMC Order executed in THREE years ending 31/03/2016 each spanning multiple locations and including iPad and Biometric attendance devices	5 marks per order	10			
3	Organisation Capabilities		40			
а	Bidding organisation has a valid ISO 9000 Certification, as on the date of bidding	5		Self attested copy of the valid certificate		
b	ITIL V3 Foundation certified professionals > 2	5		Names of professionals in bidder's permanent		
С	OEM Certified support professionals > 2	5		employment for the past 12 months, duly attested		
d	MCSE certified professionals > 5	5	30	by the bidder and copies of their relevant		
е	CCNA certified professionals > 3	5		certificates		
f	Authorised Service Provider for any one of the following Principals: HP/ Lenovo / Acer / Wipro / Cannon / Epson / RICOH	5		Copy of Authorisation for the principal valid on date of bidding		
g	Bidders having offices in the same location as MPCB HO and RO locations	2 Marks per location	10	Self declaration giving office address, Contact Person details and contact details		
4	Presentation on Support methodology and plan to meet the required SLA		20	Write-up of the plan to be included in the Technical Bid and actual presentation		
	1	TOTAL MARKS	100			

Each responsive Bid will be attributed a technical score denoted by symbol "S(t)". The

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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.

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. Price offer in any other format will 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 have carried out if Price bids are complete and computationally correct. For the purpose of evaluation, only the Grand Total Price arrived at by addition of Sub Total for each location (A +B) 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

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(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 0.60 of the Technical score and 0.40 of the Price score. The composite score (S) will be derived using following formula:

$$S = (S(t) * 0.60) + (S(p) * 0.40)$$

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.

8.5 NOTIFICATION OF AWARD

MPCB will notify the successful bidder in writing that his bid has been accepted. Upon the successful bidder's furnishing of performance security. MPCB will promptly notify each unsuccessful bidder and will discharge their bid security.

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 advance. The payments will be released after deduction of penalties, if any, for the previous quarter.
 - 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.

11. 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.

12. 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

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terms and conditions of this contract, information received from each other hereto in connection with this agreement 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 to any third party. This obligation shall expire 2 years after completion of the contract.

13. 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.

14. TERMINATION OF CONTRACT

14.1 **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.

- 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 on opportunity to the Facilitator to represent his case before termination of the agreement.

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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.

14.2 Termination for Insolvency

If the Service Provider becomes bankrupt of 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,

14.3 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 or termination of contract.

15. 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.

16. LEGAL JURISDICTION

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

17. 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 IT hardware support and maintenance

Please find enclosed our Bid for "Selection of Service Provider for SLA based IT hardware support and maintenance at MPCB offices in State of Maharashtra" 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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18. EXHIBIT – 2

FORMAT FOR COVERING LETTER SUBMISSION- WITH PRICE BID

(The Price Bid should be submitted along with the following cover letter. Format of Price Bid is given in Annexure – 4 (PART A and PART B))

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 IT hardware support and maintenance

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 mentioned in the Price Bid as per Annexure – 4 of the RFP. The price quoted is for the contract period of THREE (3) years.

We acknowledge that Only prices mentioned in PART A will be considered for evaluation of Price Bids and prices mentioned in PART B will be used for additional services, as and when required.

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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19. ANNEXURE - 1 LIST OF LOCATIONS OF MPCB OFFICES WITH RESPECTIVE ADDRESSES

Sr No	Regional Office	Address					
1	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					
2	Regional Office Aurangabad	Paryavaran Bhavan, A - 4/1, MIDC Area , Chikalthana, Near Seth Nandlal Dhoot Hospital, Jalna Road , Aurangabad - 431 210					
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					
٧	Parbhani	Devkripa Building, Rangnath Maharaj Nagar, Nandkheda Road, Parbhani - 431401					
3	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					
4	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					
5	Regional Office Mumbai	Shri Chatrapati Shivaji Maharaj Municipal Market Building, 4th floor, Mata Ramabai Ambedkar Road, Mumbai 400 001					
6	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, Bhnada Nagpur - 440 001					
7	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 , 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					
8	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					
9	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-Chichw ad	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					
10	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						
11	Regional Office Maharashtra Pollution Control Board, Plot No P-30, 5th floor Thane 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					
12	Regional Officer Chandrapur	Mahaveer Tower, 2nd floor, Mul Road, Chandrapur, 442 401					
i	SRO Chandrapur	Mahaveer Tower, 2nd floor, Mul Road, Chandrapur, 442 401					
13	Central Laboratory	Nirmal Bhavan					
14	Mantralaya						
i	Location 1	Minst. Ramdas kadam Office					
ii	Location 2	Shri. Satish gavai (Chairman) office					
iii	Location 3	Minst. Ramdas kadam Camp House					

20. ANNEXURE - 2

LIST OF EQUIPMEN TO BE SUPPORTED

	MPCB LOCATION WISE INVENTORY								
No.	LOCATION	DESKTOP	PRINTER	SCANNER	PROJECTOR	LAPTOP	IPAD		
1	HQ MUMBAI	170	113	19	4	15	28		
	Grand Total (1)	170	113	19	4	15	28		
2	MUMBAI	19	14	1	0	0	0		
	Grand Total (2)	19	14	1	0	0	0		
3	MANTRALAYA	21	3	2	1	5	1		
	CAMP HOUSE	6	2	0	0	0	0		
	Grand Total (3)	27	5	2	1	5	1		
		- F - F	24						
4	PUNE	55	24	3	1	0	2		
	SATARA	11	7	1	0	0	0		
	SOLAPUR	7	5	1	0	0	0		
	Grand Total (4)	73	36	5	1	0	2		
5	KOLHAPUR	18	9	2	0	1	1		
۴	SANGLI	7	4	1	0	0	0		
	RATNAGIRI	5	4	1	0	0	0		
	CHIPLUN	22	15	1	0	0	0		
	Grand Total (5)	52	32	5	0	1	1		
	Grand Total (0)					-	-		
6	NASHIK	35	23	2	1	0	1		
	JALGAON	6	4	0	0	0	0		
	AHMEDNAGAR	8	4	1	0	0	0		
	DHULE	4	3	0	0	0	0		
	Grand Total (6)	53	34	3	1	0	1		
7	CHANDRAPUR	18	12	1	0	0	1		
	Grand Total (7)	18	12	1	0	0	1		

Contd ...

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	MPCB LOCATION WISE INVENTORY								
No.	LOCATION	DESKTOP	PRINTER	SCANNER	PROJECTOR	LAPTOP	IPAD		
8	AMRAVATI	17	9	1	0	0	0		
	AKOLA	10	8	1	0	0	0		
	Grand Total (8)	27	17	2	0	0	0		
9	NAVI MUMBAI	28	21	1	0	0	0		
	Grand Total (9)	28	21	1	0	0	0		
10	RAIGAD	17	15	3	0	1	1		
	MAHAD	6	4	2	0	0	0		
	Grand Total (10)	23	19	5	0	1	1		
11	KALYAN	26	22	2	0	0	0		
	Grand Total (11)	26	22	2	0	0	0		
12	MAHAPE	49	18	3	1	1	1		
	Grand Total (12)	49	18	3	1	1	1		
13	THANE	27	16	4	0	1	2		
	TARAPUR	11	9	2	0	0	0		
	Grand Total (13)	38	25	6	0	1	2		
14	NAGPUR	46	35	2	1	0	0		
	BHANDARA	4	3	1	0	0	0		
	Grand Total (14)	50	38	3	1	0	0		
15	AURANGABAD	34	23	3	0	0	2		
	LATUR	6	4	1	0	0	0		
	PARBHANI	3	2	1	0	0	0		
	NANDED	5	5	1	0	0	0		
	JALNA	3	2	1	0	0	0		
	Grand Total (15)	51	36	7	0	0	2		
	Grand Total [1 to 15]	704	442	65	9	24	40		

There are Biometric Devices for attendance purposes installed in each of the offices (Min One per office and the same are also to be considered under the scope of CAMC)

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21. ANNEXURE - 3

DEFINITION OF SERVICES AND SERVICE LEVELS

1. EQUIPMENT/PRODUCTS TO BE SUPPORTED

The SERICE PROVIDER will give the FM Services to MPCB infrastructure. The equipment/products covered under the scope include -

- a) Desktop Computer Systems with Windows and any other official OS, MS Office, MS Exchange, Anti Virus & other application software installed.
- b) Monochrome & Color LaserJet & Ink Jet Printers, Scanners, Projectors
- c) Notebook Computer Systems and iPads with Windows / iOS, MS Office, MS Exchange, Anti Virus & other application software installed.

The scope of FM Services will primarily be provided to equipment as listed in Annexure - 2, and will continue for a period of 36 calendar months unless terminated or extended by MPCB.

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

2. STATEMENT OF WORK

The SERVICE PROVIDER's (SP) responsibility will be to maintain of all the Equipment of MPCB that include Desktop Computers, Notebook Computers, iPads, Ink Jet Printers, Laser Jet Printers, Scanners, Projectors, Operating System, MS Office, MS Exchange, Anti Virus Software to give desired functionality and performance.

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

SERVICE PROVIDER's Responsibilities

- a) The type of maintenance will be comprehensive (inclusive of spares, wherever necessary) and on-site
- b) Ensuring proper handover from the incumbent Service Provider and have a sign-off witnessed by MPCB. The hand-over should include acquisition of knowledge related to IT assets of MPCB to be considered under purview of this contract, documentation, pending calls / issues, processes and familiarisation with key personnel. The handover is aimed at ensuring that uninterrupted services are available to MPCB and the transition is seamless.
- c) Break-Fix Support Services
 - The services include repair / replacement of parts or entire equipment, in case if not repairable, with same or better configuration and technical specifications.

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- Diagnosis and resolution of all hardware / Operating System (OS) / software / middleware issues including installation / reinstallation of OS / Softwares
- iii) On-site resolution in case remote management is not able to provide solution.
- d) Preventive Maintenance Services
 - i) Quarterly Preventive Maintenance (PM) for all the equipment of MPCB includes dust cleaning, OS, Software junk cleaning and registry cleaning.
 - ii) Coordinate and ensure PM by vendor for third party equipment under warranty or as per respective contracts signed by MPCB with these third party vendors.
- e) 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.
- f) 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.
- g) Review, update and implement, as needed, the following policies, once every six months in consultation with MPCB
 - i) IT Governance Policy Management
 - ii) Backup and recovery
 - iii) IP addressing
 - iv) Security
 - v) User Profiles
- h) 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
- 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

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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 suitable & required space within MPCB's premises for installation of the equipment.
- c) Provide table space for the designated representatives of the SP, along with a PC/Thin Client, Un-interrupted Power Supply, network printers, Internet connectivity, telephone / fax access, etc.
- d) Provide secured storage area to stock on-site spares inventory:

Various services required and the service levels are defined below

3. HELP DESK MANAGEMENT

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. Help-desk management software with asset management capabilities should be provided by SP at their own cost without any infringement of licensing policies.

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.

3.1 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 FM-Team Lead & required number of FM Engineers and help desk coordinator at the Help Desk.
- c) Incidences, registered at the Help Desk will be forwarded to the SP's FM Supervisor.
- d) SP's FM-Team Lead with the help of FM Engineers will ensure response to and resolution of the incidences, that adheres to the service levels defined.

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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;
- 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 (such as physical links, modem connections, and analog lines);
- Allow the SP to utilize remote access capability to remotely diagnose problems if required

3.2 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

3.3 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) Assist users on "how to" and usage questions with Office automation, E-mail and similar other applications.

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d) Guide and direct users to relevant desk / department / individuals in case if incidence is not under scope of deliverables by the Service Provider.

3.4 Miscellaneous Services

Service Provider will be required to provide following miscellaneous services:

- a) Coordinate the disposal of hardware, if required, as per MPCB's guideline.
- b) In the event of shifting of office premises by MPCB, the SP would depute FM engineer for de-installation of all the hardware, supervise packing / transportation and installation/commissioning of equipment at new location. Cost of packing and transportation will be borne by MPCB.
- c) Coordinate with Insurer to make claim for any IT equipment in case of requirement.

3.5 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).
- 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 procurement, 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.

3.6 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:

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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) Monitoring and tracking of assets sent for repair
- f) Maintain database of various vendors with details like contact person, Tel. Nos., escalation matrix, and response time and resolution time commitments.
- g) 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.

4. DATA NETWORK SERVICES

Services listed hereunder are pertaining to Data Cabling at various stations, switches, routers, remote connectivity equipment and services, VLAN and VPN support

SERVICE PROVIDER's Responsibilities

- a) Provide this service at various offices as listed in Table No.8 (Page No.54).
- 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 lying of any additional LAN cable/points.
- f) Maintaining / Updating the WAN/LAN diagram

5. PC AND NOTEBOOK / iPAD MANAGEMENT

SERVICE PROVIDER's Responsibilities

- a) Provide break-fix support to PCs and Notebooks / iPads which would include
 - Diagnosing reported problem
 - ii) Resolve the same as per the severity level assigned to it.
- b) Resolving network connectivity problems at the client end

- c) Resolve problems related to OS
- d) Install OS Patches and upgrades
- e) Resolve user problems through remote control wherever possible
- f) Installing standard software on the clients
- g) Install and support any third party hardware as may be directed by MPCB
- h) Ensure regular updates of Anti-Virus software and compliance to necessary security policy of MPCB at User level
- Resolve hardware incidents by providing appropriate spares
- j) Performing any Install, Move, Add or Change (IMAC) at the client level

6. PERIPHERALS (PRINTERS / SCANNERS / PROJECTORS / BIOMETRIC **ATTENDANCE SYSTEMS)**

- a) Provide break-fix support to peripherals which would include
 - Diagnosing reported problem
 - ii) Resolve the same as per the severity level assigned to it.
- b) Resolving network / others connectivity problems at the client end
- c) Resolve consumable related problems
- d) Install relevant drivers and upgrades
- e) Resolve hardware incidents by providing appropriate spares
- f) Performing any Install, Move, Change (Projector) at the client level

7. 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

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- 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 guarter
- xi) Summary of equipment inventory

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.

8. 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

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b) MPCB will make available to the SP conference room with projector, for planned training

9. STAFFING REQUIREMENTS

For the SP to deliver the contracted FM Services as per the defined SLA, it is important that, the SP must depute FM – Team Lead, FM Engineers and help desk coordinators, across all the locations of MPCB, as per the guideline given below:

- a) Service Provider must depute one FM–Team Lead at HO on full time basis. FM
 Team Lead 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) Experience of more than 5 years in supporting a multi-location IT/ICT infrastructure that has more than 500 users.
 - iv) Experience of working for 1 year on processes based on ITIL framework.
 - v) Certification & Experience of minimum 1 year of using the EMS tool, only if the SP has proposed.
- b) The SP must depute FM–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 FM 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 FM 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 FM Engineer/s, to ensure smooth hand over, a minimum of 60 days of 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 FM 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.

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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, etiquette as applicable to any other staff member of MPCB.
- viii) SP staff members to comply with all security regulations from time to time at MPCB's premises and externally for materials belonging to MPCB
- ix) SP shall not copy any software, document or DATA existing on hardware or indulged in any other malicious act to damage may attract penalty / punishment under IT Act
- x) Provision of accommodation, lunch/snacks/breakfast, conveyance, travel, provision & usage mobile telephones etc. for the FM Team Lead, FM Engineers, help-desk coordinator will be made the SP and at his own cost, expenses & risk.
- c) The SP must deploy FM engineers as per the minimum requirement, in the table given below :

Location	Purpose	Minimum Number Required	Experience Level	Service Window
HO Sion Mumbai	FM-Team Lead	1	L3	Full time responsibility
HO Sion Mumbai	Helpdesk Coordinator	1	L2	Full time responsibility
HO Sion Mumbai	FM-Engineers Desktop and Notebook Support Printer and Scanner Support Antivirus Support Mail Management Emergency Admin & Support Backup & Recovery	2 (Service Provider may plan for staffing to ensure Services Delivery meets the SLA)	Minimum ONE of L2 Level & other of L2 or L1 Level	(10 AM–6 PM) x 6 days (Staggered duty may be required to work beyond specified time)

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Location	Purpose	Minimum Number Required	Experience Level	Service Window	
All ROs	Full time On-Site FM Support	1		8 hrs x 5 days (Saturday /	
All Locations other than HO & ROs	Facility Management Support	On call	L2 & L1	Sunday / Sunday / holidays on need basis)	

Notes:

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

The FM Services may 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.

10. 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.

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Severity Level	Severity Type	Impact
S1	Critical Problems	Outage of OR performance degradation of number of equipment on Data Network of 25% of the installed equipment or 20 number of devices, whichever is more, for more than 1 business day, either at HO / Central Laboratory / RO.
S2	Major Problems	Outage of OR performance degradation of number of equipment on Data Network of 15% of the installed equipment or 10 number of devices, whichever is more, for more than 2 business days at any of the ROs, Sub ROs and other remote locations.
S3	Minor Problem	Outage of OR performance degradation of number of equipment on Data Network of 5% of the installed equipment or more than 5 number of devices, whichever is more, for more than 4 business days either at any of the ROs, Sub ROs and other remote locations.

- d) Other definitions pertaining to measurement of SLA are give hereunder:
 - Response Time: The time lapsed between, the times of registering the incidence to the Help Desk, to the time when the FM 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 FM Engineer, who is stationed at that particular location, is termed as On-Site call. In this case travel time of the FM 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 FM 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 FM 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'.

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10.1 Measurement Metrics for services

11. SERVICE CALLS

11.1 Severity / Priority wise Service Level

Severity	Service Response Type Time		Resolution Time		
Level			No Spares Required	Spares Required	
00	On-site	30 min	2 hrs	Within 3	
S3	On-call	2 hrs	8 hrs	Business Day (NBD)	
S2	On-site	30 min	1 hrs	8 hrs	
	On-call	2 Hrs	4 hrs	01115	
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.

11.2 Compliance to Service Levels

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

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11.3 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.

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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22. ANNEXURE - 4

Price Bid Format - PART A

Note: Commercial Offer has to be entered online. An <u>Online Form</u>, 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. Additionally, the Bidder should also submit a softcopy of their price bid in the format mentioned below duly printed on their Company Letterhead and signed and sealed as mentioned in the RFP. Commercial Bids not received in this manner / in any other format will be considered as non-responsive and hence may not be evaluated.

Sr. No.	Region	Base prices without Taxes	Taxes	Price for the Region
NO.		Α	В	C=A+B
1	Mumbai HO (Includes Mantralaya)			
2	RO Mumbai			
3	RO Pune			
4	RO Amaravati			
5	RO Aurangabad			
6	RO Kalyan			
7	RO Kolhapur			
8	RO Nagpur			
9	RO Nashik			
10	RO Navi Mumbai			
11	RO Raigad			
12	RO Thane			
13	RO Chandrapur			·
14	Central Laboratory, Mahape			
	GRAND TOTAL			

	GRAND TOTAL
Grand	Total Amount in Rs.:
Note:	 Grand Total is the sum of Price for ALL regions mentioned above The prices quoted are for the scope and SLA as mentioned in Annexure 3 and for a period of 3years The prices are valid for 180 days from the date of bid. PLEASE NOTE: PRICES QUOTED IN PART A of the PRICE BID WILL BE CONSIDERED FOR PRICEBID EVALUATION. PRICES IN PART B ARE FOR COMPARITIVE PURPOSES ONLY
For and	I on behalf of:
Signatu	re (Authorized Representative and Signatory of the Bidder):
Name of Designation Date:	of the Person: ation:

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Price Bid Format - PART B

Note: Commercial Offer has to be entered online. An <u>Online Form</u>, 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. Additionally, the Bidder should also submit a softcopy of their price bid in the format mentioned below duly printed on their Company Letterhead and signed and sealed as mentioned in the RFP. Commercial Bids not received in this manner / in any other format will be considered as non-responsive and hence may not be evaluated.

Sr. No.	Activity	Base unit prices without Taxes	Taxes	Price
		Α	В	C=A+B
1	New PC / Laptop installation			
2	New iPAD installation			
3	Data Recovery per machine			

Note:

- 1. The prices are valid for 180 days from the date of bid.
- 2. MPCB may ask the Service Provider to render the above services from time –to time and payment for the activity will be settled on a quarterly basis against the necessary documentation and invoice.
- 3. PLEASE NOTE: PRICES QUOTED IN PART A of the PRICE BID WILL BE CONSIDERED FOR PRICEBID EVALUATION. PRICES IN PART B ARE FOR COMPARITIVE PURPOSES ONLY

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

Date:

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23. ANNEXURE - 5

DETAILS FOR E-TENDER PROCEDURE

NOTICE DETAILS

Tender Reference no.	MPCB/EIC/CAMC/4029 Date :14/10 /2016
Name of Work / Item	Selection of Service Provider for SLA based IT Hardware Support and Maintenance
Cost of blank tender document & Mode of Payment	Rs. 10,000/- (Rupees Ten 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.2,00,000/- (Rupees Two 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	Only upon request by bidders
Date ,Time and Place of Pre Bid Meeting	28 th October 2016 14:30 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:	Telephone:
Monday to Friday: 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00	020 - 3018 7500 Email: support.gom@nextenders.com
PM	

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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	Star	t	Expiry	
Sr. No.	Activity	by	Date	Time	Date	Time
1	Release of Tender	Department	15-10-2016	11.00	15-10-2016	17.00
2	Tender Download	Bidders	17-10-2016	11.00	27-10-2016	17.00
3	Bid Preparation	bidders	17-10-2016	11.00	5-11-2016	17.00
4	Superhash Generation & Bid Lock	Department	7-11-2016	10.00	7-11-2016	13.00
5	Control Transfer of Bid	Bidders	7-11-2016	13.00	8-11-2016	17.00
6	Envelope 1 Opening	Department	9-11-2016	11.30	9-11-2016	15:00
7	Envelope 2 Opening	Department	18-11-2016	15:00	18-11-2016	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 e-Tendering Government following website 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.

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.

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:

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Sr. No.	List of Documents	Compulsory / Additional
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
11	Covering Letter As per Format in EXHIBIT 2	Compulsory
12		
13		
14		
15		

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 any where 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 in the bid data.

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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 prescribed schedule given for bid preparation.

After Bid Preparation, the bidders are required to complete Bid Submission activity within prescribed 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.

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.

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
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
11	Covering Letter As per Format in EXHIBIT 2	Compulsory
12		
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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.

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