

**Maharashtra Pollution Control Board**  
**REQUEST FOR PROPOSAL (RFP) Document**

**For**

**Appointing an IT Service Provider for Revamping and Maintenance of the official website  
for Maharashtra Pollution Control Board.**

**TENDER NOTICE**

Maharashtra Pollution Control Board  
Kalpataru Point, 3<sup>rd</sup> & 4<sup>th</sup> Floor, Opp. Cineplanet Theater,  
Near Sion Circle, Sion (E), Mumbai – 400 022.

Invitation of Sealed Tenders for **Revamping and maintaining the official web-site for Maharashtra Pollution Control Board.**

The Request for Proposal (RFP) documents are available for sale **from 18/02/2013 till 25/02/2013 ( up to 17.00hrs)** at Maharashtra Pollution Control Board, Environmental Information Center(EIC), Kalpataru Point, 3<sup>rd</sup> & 4<sup>th</sup> Floor, Opp. Cine planet Theater, Near Sion Circle, Sion (E), Mumbai – 400 022. Tel: (022) 24087295, 24020781, 24010437.

| Sr. No. | Description                                                                              | Cost of Tender form |
|---------|------------------------------------------------------------------------------------------|---------------------|
| 1.      | Revamping and Maintaining the official web-site for Maharashtra Pollution Control Board. | Rs.5,000/-          |

The non-transferable RFP document can be purchased from the Maharashtra Pollution Control Board, Mumbai, and upon payment of a non-refundable fee of **Rs.5,000/- (Rupees Five Thousand Only)** by way of Demand Draft or Cash payable to (Maharashtra Pollution Control Board)

Bids will be accepted up to **15:30 Hrs. on 06/03/2013**

The Maharashtra Pollution Control Board reserves the right to accept or reject any/all Tender offer without assigning any reason.

Bids received will be opened in the presence of the Bidder's authorized representative at **16:00 Hrs. on 06/03/2013** in office of the Maharashtra Pollution Control Board Kalpataru Point, 3<sup>rd</sup> & 4<sup>th</sup> Floor, Opp. Cine planet Theater, Near Sion Circle, Sion (E), Mumbai – 400 022.

### SCHEDULE OF BIDDING PROCESS

|                                                     |                                                                                                                                                                                                                |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tender Reference.                                   |                                                                                                                                                                                                                |
| Name of work                                        | Revamping and Maintaining the official web-site for Maharashtra Pollution Control Board.                                                                                                                       |
| Sale of Tender documents.                           | Maharashtra Pollution Control Board, Environmental Information Center(EIC),Kalpataru Point, 3 <sup>rd</sup> & 4 <sup>th</sup> Floor, Opp. Cine planet Theater, Near Sion Circle, Sion (E), Mumbai – 400 022.   |
| Price of Tender Document                            | Rs.5,000/- (Rs. Five Thousand Only)                                                                                                                                                                            |
| Sale of Offer document                              | <b>18/02/2013 to 25/02/2013 up to 17:00 hrs.</b>                                                                                                                                                               |
| Last Date and Time for submission of tender offers. | <b>15:30 Hrs. on 06/03/2013</b>                                                                                                                                                                                |
| Time and Date of Opening of tender offers.          | <b>16:00 Hrs. on 06/03/2013</b>                                                                                                                                                                                |
| Earnest Money Deposit                               | Demand Draft of <b>Rs. 25,000/- (Rs. Twenty Five Thousand Only)</b> from a Nationalised Bank favoring “Maharashtra Pollution Control Board”, payable at Mumbai                                                 |
| Place of Opening tender offers                      | Maharashtra Pollution Control Board, 4 <sup>th</sup> Floor, Kalpataru Point, Opp. Cine planet Theater, Near Sion Circle, Sion (E), Mumbai – 400 022.                                                           |
| Address for Communication                           | Maharashtra Pollution Control Board, , Environmental Information Center(EIC),Kalpataru Point, 3 <sup>rd</sup> & 4 <sup>th</sup> Floor, Opp. Cine planet Theater, Near Sion Circle, Sion (E), Mumbai – 400 022. |
| Contact Person                                      | D.M.Sonawane, ASO,EIC                                                                                                                                                                                          |
| Contact Telephone Number                            | (022) 24087295, 24020781, 24010437                                                                                                                                                                             |

## INTRODUCTORY NOTE FOR THE REQUEST FOR PROPOSALS FOR REVAMPING & MAINTENANCE OF MPCB WEBSITE

### Part A - Introduction:

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Maharashtra Pollution Control Board, Mumbai is keen to make effective use of internet and internet related technologies to enable people to get easy and instant information about the status of environment in the state and also, Maharashtra Pollution Control Board activities.

The Maharashtra Pollution Control Board, Mumbai has registered its site under domain name – <http://mpcb.gov.in> which needs to be revamped to make it more user friendly, by providing dynamic and interactive data with smooth navigational facilities. This is aimed at increasing the operational efficiency and also bringing transparency in MPCB operation.

The scope of work for the solution provider is indicated in part B of this document.

The instructions to Bidders along with eligibility criteria are indicated in part C of this document.

The relevant terms and conditions are in part D of the document.

The bids will be valid up to **60 days** from the date of closing the tender.

### DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated below:

- a) **“Contract”** means the agreement entered into between the Tendering Authority and the Successful Bidder, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- b) **“Bidder”** means any firm(s) or person(s) offering the solution(s), service(s) and/or material(s) required in the tender. The word “Bidder” when used in the pre award period shall be synonymous with “Service Provider” which will be used after award of the contract.
- c) **“Service Provider”** shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- d) **“The Contract Price”** means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- e) **“The Goods”** means all the software, equipment, and /or other materials which the Service Provider is required to supply to the Tendering Authority under the Contract;
- f) **“Services”** means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the Contract;

- g) **“Day”** means a working day..
- h) **“Tendering Authority”** means Maharashtra Pollution Control Board who has been authorized to issue a work order under this contract.
- i) **“Board”** means Maharashtra Pollution Control Board
- j) **“Purchaser”** means Maharashtra Pollution Control Board
- k) **“Maintenance”** shall mean and include the following:
  - Locate, remove, and repair technical faults.
  - Identify Software related problems such as run time error viruses' etc. & reload the machines with Software.
  - Take care of System Administration.
  - Software maintenance & installation of upgraded versions wherever provided.
  - Any other task to be performed to keep the system functional.

## **Part B - Scope of Work:**

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The official website of the Maharashtra Pollution Control Board is registered under the domain name <http://mpcb.gov.in>, given by the Board.

The site is developed using the following software's and it is expected that team should have good skill-sets in the same.

- o Operating System – Linux Operating System
- o Database - MySQL
- o Web server - Apache
- o Scripting Language – PHP5
- o Data Format - XML, Unicode

### **Resource deployment: -**

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The in-house team of Service provider should preferably consists of 2 Developers in PHP and MySQL and should also consist of project coordinator. The team must be operating from onsite i.e. MPCB's HQ Office. **The contract period will be for one year, renewable by additional two years after first year subject to satisfactory performance at the discretion of the Board.**

### **Basic Web site Maintenance: -**

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Following tasks need to be completed under basic website maintenance:

1. Constant checking status of links so as to ensure that there is no dead link.
2. Periodically update and insert static pages as per Board's directives.
3. Structure alignment of the contents to make it more readable and user friendly
4. Provide linkages to other important websites, as directed by EIC
5. Browser compatibility
6. Adherence to W3 compliance for standard coding.
7. Website should be updated on all respects content wise & should be highlighted as "New"
8. Focus areas of Development.
9. Development of small modules within website which are not going to affect to design framework and database structure.

Along with basic website maintenance, Board is expecting following activities to be completed during course of contract execution. The timeline and execution plan for each activity will be mutually decided between department and Service Provider after awarding the contract.

### **Expected List of Activities other than basic maintenance**

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#### **1. Site content:-**

Broadly the website should focus on all the aspects of Maharashtra Pollution Control Board. The site content should be benchmarked against the current website as well as websites of other Pollution Control Boards / Authority of other states / countries.

The Service Provider should proactively advice the Board on content so that it can provide useful information to the public.

**2. Content Management Systems (CMS) and Tools required:-**

Content Management System should be provided to the normal administrator to change the content of a section for regular updates without the need of developer

Along with this tools required are:

- o Any new CMS tools required (as per request)
- o Search Engine Optimization
- o Banner Management
- o The IMIS development should be Security Audit compliant.
- o Processing of video clips for publishing on the website

**3. Compliance of the points raised in Application Security Audit:-**

Provider will patch-up & comply with the issues raised in the website security Audit Report audited by CERT empanelled agency, from time to time

**4. Some Important Scope of Work**

- o Maintenance of English Website including exiting CMS
- o Maintenance of Marathi Website
- o Hosting and Server database maintenance
- o Development of 10 CMS Module per year as per requirement
- o Development of Flash Banner
- o Website Optimization
- o Patching of Security Audit related Vulnerabilities / Issues suggested by the Security Audit Agency
- o Training to EIC staff
- o Technical Support to Hazardous Waste Management & Monitoring System Module
- o Database Documentation
- o Documentation of exiting & newly created CMS
- o Develop Search facility for MPCB website
- o New Look (i.e. Re-design) for Website

**5. Hosting and Server Maintenance:**

During maintenance phase, Service Provider's on site team should co-ordinate with NIC in order to ensure that the website is functioning as per standard norms. MPCB will provide all necessary administrative support to team. If required, MPCB will take responsibility of arranging any meeting with NIC and take care of any travel, if required.

**6. Training of personnel/ staff:-**

For the purpose of maintaining the site and for regular updates the Service Provider would be required to train the staff appointed for the said work. Emphasis would be on creating internal capabilities to ensure quality output and continuous updating through relevant Content Management System tools.

## Part C – Instructions to Bidder

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### 1. Period of Contract:

The agreement for developing and maintaining the website will be initially for a period of 12 months from the date of award of contract. The Bidder shall also quote for the equivalent scope for TWO subsequent years. However, MPCB reserves the right of extending / awarding work of additional subsequent year(s). In case of Board granting such extension, the bidder will not have right of refusal.

### 2. Cost of RFP Document:

A complete set of RFP documents may be purchased by any interested individual or company upon payment of a non-refundable fee of **Rs.5,000 / - (Rupees Five Thousand Only)** only by way of Demand Draft or Cash payable to (Maharashtra Pollution Control Board)

### 3. Cost of Bid preparation:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

### 4. Completeness of Bid Offer:

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the RFP Documents. Failure to furnish all information required by the RFP documents or submission of a Bid offer not substantially responsive in every respect to the RFP documents will be at the bidder's risk and may result in rejection of its Bid. The Bid document is liable to be rejected outright without any intimation to the bidder if complete information as called for the RFP document is not given there in, or if particulars asked for in the forms/ Proforma in the RFP are not fully furnished.

### 5. Qualification Criteria (QCR):

The requirements for applicants are as under

#### A. Work Location:

- o Should have office with software development and support team at Mumbai.

#### B. Experience:

The commercial offers of only those bidders who score more than 70 marks on the criteria here in below shall be opened.

- o Bidder to have office in Mumbai – 10 marks
- o Should have experience of minimum 3 years in software development minimum 2 Website – 15 marks
- o Atleast 2 Government website departments / maintained – 25 marks
- o Should have developed at least 1 web sites in Marathi Website – 20 marks
- o Experience in developing web sites and / or web application for environment / pollution control authorities or environmental related website – 20 marks
- o Technical expertise as per part 5-C of the RFP – 10 mark

#### C. Expertise Required:

Bidder should provide list of work done/projects with urls using following technology.

- o Experience on LAMP Architecture (Linux, Apache, MySQL, PHP5)
- o Experience and knowledge of CMS Tools

- o Experience in web technologies such as HTML, DHTML, JavaScript, VBScript, XML, CGI- Perl, PHP, ASP, JSP, Servlet

**D. General:**

- o A list of such sites developed and maintained in last one year should be provided along with their URLs.
- o A list of the available skilled persons with the Bidder with details of their experience in the Internet related technologies applications and qualifications must be submitted along with the tender. The person should have skills matching with the requirement of the website.

**6. Two Bid System Tender:**

The offers shall be in two separate parts containing Technical and Commercial offers. Two separate sealed envelopes containing the Technical and Commercial offers respectively should be enclosed together in a larger envelope, sealed and superscripted with the Tender Reference Number and Name of Bidder.

Both inside envelopes should be separately securely sealed and stamped. The sealed envelopes must be super-scribed with the following information:

- o Type of Offer (Technical or Commercial)
- o Tender Reference Number
- o Name of Bidder

**7. ENVELOPE - I (Technical Offer):**

The Technical Offer (T.O.) should be complete in all respects and contain all information asked for, except prices. It should not contain any price information. The T.O. should indicate whether services asked for are quoted, and that all requirements therefore are quoted.

The Technical Offer must be submitted in an organized and neat manner. No documents, brochures, etc. should be submitted in loose form. All the pages should be serially numbered.

**8. ENVELOPE – I Content:**

The format for submission of Technical Offer is as follows:

- o Index
- o Tender Offer Form (Annexure A) duly filled in.
- o Earnest Money Deposit (Demand Draft)

**9. Earnest Money Deposit**

Bidders are required to give a Demand Draft of any Nationalized Bank for **Rs 25,000/- (Rupees Twenty Five Thousand Only)** as Earnest Money Deposit along with their offer. Offers made without Bid Security will be rejected.

Unsuccessful Bidder's bid security will be discharged / returned within 30 days after the expiration of the period of tender offer validity prescribed by the Maharashtra Pollution Control Board.

The successful Bidder's bid security will be discharged upon the Bidder executing the Contract and furnishing the Security deposit/performance security in the form of Bank Guarantee.

The bid security may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- to sign the contract in accordance with the terms and conditions

- to furnish performance security as specified in the terms and conditions

#### **10. Documents Establishing Bidders Eligibility and Qualifications**

The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to participate in the tender and its qualifications to perform the Contract.

The documentary evidence of the Bidder's qualifications to perform the Contract shall establish to the Maharashtra Pollution Control Board's satisfaction that the Bidder is eligible as per the criteria outlined in the Qualification Requirements.

This will include the following:

- o An identification sheet (name or business name, legal status, contact person etc.).
- o EMD for Rs 25,000/- either as Demand draft or Bank Guarantee in the format specified in this RFP document.
- o Declaration of the Bidder that they agree with the Terms & Conditions of the Tender by signing each sheet of the tender document.
- o Details of personnel to be deployed for this project.
- o Write-up on how the Bidder plans to work on the project and the basic scheme.
- o Power of Attorney in favor of the person signing the bids.
- o Evidence of fulfilling all the aspects of qualification criteria as mentioned in pt.5 of this section.

#### **11. ENVELOPE-II (Commercial Offer):**

The Commercial Offer must be given in a sealed envelope. The price bid should not contradict the Technical Offer in any manner. Bidder should submit their prices only in the Price Schedule (Annexure - C) given in the tender; price quoted other than the Price Schedule shall be liable to be rejected. The Price Schedule must be filled in completely, without any errors, erasures or alterations.

#### **12. Signing of Tender Offers:**

The original and a copy of the Bid shall be typed or written in ink and shall be signed by the person(s) duly authorized in writing to bind the Bidder to the Contract.

Such authorization shall be indicated by power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person(s) signing the Bid. This will be in two different envelopes.

The Tender Offer shall contain no internalizations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person(s) signing the Bid.

#### **13. Erasures or Alterations:**

Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Board may treat Bids not adhering to these guidelines as unacceptable.

#### **14. Costs and Currency:**

The Commercial Offer must be given in Indian Rupees only.

#### **15. Fixed Price:**

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes. Price bids accompanied by vague and conditional expressions such as "subject to immediate

acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable for rejection.

**16. Submission of Bids:**

Sealed Bids, in the manner explained above, shall be received by the Environmental Information Center, Maharashtra Pollution Control Board, 4<sup>th</sup> Floor, Opp. Cine planet Theater, Near Sion Circle, Sion (E), Mumbai – 400 022, not later than the time and date specified in the invitation for Tender offers.

In the event of the specified last date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

The Board may, at its discretion, extend this deadline for submission of offers by amending the RFP Documents, in which case all rights and obligations of the Board and RFP previously subject to the deadline will thereafter be subject to the deadline as extended.

Telex, cable or facsimile offers will be rejected.

**17. Late Bids:**

Any Bids received by the Board after the deadline for submission of Bids prescribed by the Maharashtra Pollution Control Board, pursuant to the clause above, will be rejected and / or returned unopened to the Bidder.

**18. Modifications and Withdrawal of Offers:**

The Bidder may modify or withdraw his Bid after its submission, provided that written notice of the modification or withdrawal is received by the Maharashtra Pollution Control Board prior to the closing date and time prescribed for submission of Bids. No Bids can be modified by the Bidder, subsequent to the closing date and time for submission of Bids.

**19. Preliminary Scrutiny:**

Prior to the detailed evaluation, the Maharashtra Pollution Control Board will determine the substantial responsiveness of each offer to the tender documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the RFP Documents without material deviations. Maharashtra Pollution Control Board's determination of an offer's responsiveness is to be based on the contents of the tender offer itself without recourse to extrinsic evidence.

Maharashtra Pollution Control Board will scrutinize the offers to determine whether they are complete, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether the offers are in order. A Bid determined as not substantially responsive will be rejected by Maharashtra Pollution Control Board and the commercial bid for such Bidder will not be opened.

Maharashtra Pollution Control Board may waive any minor infirmity or irregularity in a Bid, which does not constitute a material deviation. This shall be binding on all Bidders and the Maharashtra Pollution Control Board reserves the right of such waivers.

**20. Clarification of Offers:**

To assist in the scrutiny, evaluation and comparison of Bids, Maharashtra Pollution Control Board may, at its discretion, ask some or all Bidders for technical clarification of their offer. The request for such clarifications and the response shall be in writing. To speed up the tender process, the Maharashtra Pollution Control Board, at its

discretion, may ask for any technical clarification to be submitted by means of facsimile by the Bidder. In such cases, original copy of the document describing the technical clarifications must be sent to the Maharashtra Pollution Control Board by means of courier / in person.

**21. Short-listing of Bidders:**

The Maharashtra Pollution Control Board will short-list technically qualifying Bidders. The commercial offers of only short listed Bidders will be opened.

**22. Evaluation Criteria:**

The Committee constituted by the Maharashtra Pollution Control Board will evaluate technical bids. The decision of the committee will be final.

**23. Completion of Compliance of RFP Conditions and Price Comparisons:**

The Board or its appointed consultant will evaluate and compare tender offers of Bidders previously short-listed and determined to be substantially responsive. After opening Commercial Offers of the short-listed Bidders, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

**24. Award Criteria:**

The contract will be finalised with any technically qualified Bidder whose offer has been determined to be the lowest evaluated offer.

**25. Board's Right to Accept Any Offer and to Reject Any or All Offers:**

Maharashtra Pollution Control Board reserves the right to accept or reject any Bids, and to annul the tendering process and reject all Bids at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the purchaser's action. Maharashtra Pollution Control Board reserves the rights to alter, amend, modify, or change any of the terms and conditions mentioned herein above.

**26. No commitment to accept lowest or any Bid:**

The Maharashtra Pollution Control Board shall be under no obligation to accept the lowest or any Bid received in response to this RFP.

**27. Corrupt or fraudulent Practices:**

The Maharashtra Pollution Control Board requires that the Bidders under this RFP observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Board defines the terms set forth as follows:

**"corrupt practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and

**"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or a execution of a contract 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 of the benefits of the free and open competition;

The Board will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Board will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has

engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

**28. Signing of Contract:**

At the same time as Maharashtra Pollution Control Board notifies the successful Bidder that its Bid has been accepted the Board will send the Bidder the Contract Form (Annexure D) provided in the Tender Documents, incorporating all agreements between the parties.

The successful Bidder, within 10 days of receipt of the Contract Form, shall sign and date the contract and return it to the Maharashtra Pollution Control Board.

## **Part D – Terms and Conditions of Contract**

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### **1. Security Deposit / Performance Guarantee:**

The successful bidder shall furnish Security Deposit as a performance guarantee of 5% of contract value or Rs. 50,000 which ever is more in the form of Bank Guarantee within Ten days from issue of the notification of award / Letter of intent from Maharashtra Pollution Control Board. This bank guarantee shall be valid for a period of 13 Months from the date of issue of such notification or letter. On extension of the contract the successful Bidder will have to extend the validity of this bank guarantee for the period for which extension has been awarded. The Proforma of the performance guarantee is given at Annexure E (PSF).

The performance security may be forfeited if the Bidder fails to fulfill the terms and condition mentioned in the RFP document. It may be noted that for the recovery of the penalty the Maharashtra Pollution Control Board reserves the right to forfeit the performance guarantee.

### **2. The Scope of Work:**

The Scope of the work, Trainings, etc. are defined/detailed in Part B of this Tender and the priority of work assigned as listed in Part B will be given to the Successful Bidder on signing the agreement.

### **3. Payment Terms:**

The contract value would be paid in four equal installments over the contract period, quarterly in arrears. The payment will be released after due certification from competent authority of the Board depending upon the timely completion of the assigned work as mentioned in Part B.

The payments will be made after statutory deduction of taxes and duties as applicable.

### **4. Penalty:**

Any delay in the time schedule prescribed above will attract penalties @ 2% for the delay of each week or a part thereof subject to a maximum of 10%. However, if the delay is caused due to unavoidable circumstances or the reasons agreed to by the Maharashtra Pollution Control Board, the Board reserves the right to waive off the penalties. The penalty will be recovered from quarterly payment of the Service Provider.

### **5. Termination of contract:**

Either side may terminate the contract by 60 days written notice.

### **6. Confidentiality:**

Any information pertaining to Maharashtra Pollution Control Board or any other agency involved in the project or matters concerning Board or with the agency that comes to the knowledge of the Service Provider in connection with this contract will be deemed to be confidential and the Service Provider will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Service Provider shall ensure due secrecy of information and data not intended for public distribution.

### **7. Intellectual Property Rights (IPR):**

The Service Provider will submit source code and required documentations to Maharashtra Pollution Control Board and Maharashtra Pollution Control Board will have full rights over

the source code and IPR shall belong to Maharashtra Pollution Control Board and Service Provider will not possess any rights. Service Provider will provide the Board with the updated source code / documentation on a quarterly basis. The Service Provider shall ensure due secrecy of information and data not intended for public distribution.

**8. Security against infringement of third party Rights:**

The Service Provider will ensure the Maharashtra Pollution Control Board is protected against all claims of infringement of third party Rights because of any action attributable to the Service Provider. As soon as such claims arise, the Service Provider will act immediately to extinguish all such claims & purchase such licenses at their own cost. All incidentals & court fees in this regard will be solely borne by Service Provider himself.

**9. Arbitration:**

All disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole arbitrator to be appointed by the mutual consent. All arbitrations will be held in Mumbai.

**10. Legal Jurisdiction:**

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

**Annexure A – TENDER OFFER FORM (TOF)**

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Date: \_\_\_\_\_ 2013

Tender Reference No.: \_\_\_\_\_

To: (Name and address of Indenter)

Gentlemen:

Having examined the RFP documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, hereby submit our Bid to Contract for Revamping and maintenance of MPCB official website as required by Maharashtra Pollution Control Board in conformity with the said RFP document.

We undertake, if our Bid is accepted, to commence Contract within 10 days from the date of receipt of your Notification of Award.

If our tender offer is accepted we will obtain the guarantee of bank for the amount and in the Proforma stipulated in this RFP document.

We agree to abide by this Bid for a period of 12 months (or as may be extended by the Board) and shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any offer you may receive.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2013

Signature: \_\_\_\_\_

(In the Capacity of: ) \_\_\_\_\_

Duly authorized to sign the tender offer for and on behalf of

**Annexure B – DETAILS OF BIDDER**

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Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

| Sr. No. | Item                                                                                            | Details |
|---------|-------------------------------------------------------------------------------------------------|---------|
| 1.      | Name of the Company                                                                             |         |
| 2.      | Mailing Address                                                                                 |         |
| 3.      | Telephone and Fax numbers and Email Address                                                     |         |
| 4.      | Constitution of the Company                                                                     |         |
| 5.      | Name of the Managing Director                                                                   |         |
| 6.      | Brief Description of facilities related to the scope of work mentioned in this tender document. |         |

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of the Bidder

**Annexure C – PRICE SCHEDULE (PS)**

This is to be returned in original along with the tender in ENVELOPE 2 (commercial offer)

Price:- Rs.5,000/-

Tender reference No. <Print Tender Number>

Please note that the bidder should quote the prices in the following format

| Sr. No. | Particulars                                                                                                                                                           | Unit                           | Price inclusive of taxes (In Rs) to be mentioned in words and figures |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------------------|
| 1       | Designing, development and Maintenance of the official website of Maharashtra Pollution Control Board with scope as discussed in part B of this document for one year | Lump sum per Year              |                                                                       |
| 2       | Designing, development and Maintenance of the official website of Maharashtra Pollution Control Board for subsequent First year                                       | Lump sum per year              |                                                                       |
| 3       | Designing, development and Maintenance of the official website of Maharashtra Pollution Control Board for subsequent Second year                                      | Lump sum per year              |                                                                       |
| 4       | Extra cost for new module development including Content management system                                                                                             | Rate per Developer [Man] Month |                                                                       |

**We acknowledge that ONLY the price for Sr. No. 1, 2 and 3 in the table above will be considered for evaluating the Price Bid.**

Signature of Bidder

Business Address

Place

Date

**Annexure D - CONTRACT FORM (CF)**

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AGGREEMENT MADE this \_\_\_\_\_ day \_\_\_\_\_ of Two thousand Thirteen Between \_\_\_\_\_ (hereinafter called "the Contactor") of the one part and the Maharashtra Pollution Control Board (hereafter called the "Purchaser") of the other part.

WHEREAS the Contactor has tendered for **Revamping & Maintenance official website to Maharashtra Pollution Control Board** as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Contactor has deposited with the purchaser the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the form of Bank Guarantee as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The Contactor has accepted the contract on the terms and conditions set out in the tender notice no. \_\_\_\_\_ dated \_\_\_\_\_ as well in the acceptance of tender no. \_\_\_\_\_ dated \_\_\_\_\_, which will hold good during period of this agreement.

Upon breach by the Contactor of any of the conditions of the agreement, the purchaser may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the MAHARASHTRA POLLUTION CONTROL BOARD to claim damages for antecedent breaches thereof on the part of the Contactor and also to reasonable compensation for the loss occasioned by the failure of the Contactor to fulfill the agreement as certified in writing by the purchaser which certificate shall be conclusive evidence of the amount of such compensation payable by the Contactor to the MAHARASHTRA POLLUTION CONTROL BOARD.

Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of \_\_\_\_\_ months from the date of such determination be returned to the Contactor but without interest and after deducting there from any sum due by the Contactor to the MAHARASHTRA POLLUTION CONTROL BOARD under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the purchaser may cancel the contract at any time upon giving one months notice in writing without compensating the Contactor.

In witness whereof the said \_\_\_\_\_ hath set his hand hereto and the purchaser affixed his hand and seal thereto the day and year first above written.

Notices in connection with the contract may be given by the purchaser, or any officer authorized by the MAHARASHTRA POLLUTION CONTROL BOARD.

In consideration of the payments to be made by the MAHARASHTRA POLLUTION CONTROL BOARD to the \_\_\_\_\_ (Name of the Contactor) as hereinafter mentioned the "Contactor" hereby covenants with the MAHARASHTRA POLLUTION CONTROL BOARD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The MAHARASHTRA POLLUTION CONTROL BOARD hereby covenants to pay the Contactor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the stores in accordance with the conditions mentioned in the Acceptance Letter, the Member Secretary (MAHARASHTRA POLLUTION CONTROL BOARD), shall at his option be entitled either:

to recover from the Contactor as agreed liquidated damages or by way of penalty a sum not exceeding 2 % of the Contract value which the Contactor has failed to deliver as

aforesaid for each week or part thereof, subject to a maximum penalty of 10% of the of the contract value, during which the delivery of such services may be in arrears,  
or

To render services from else other organization after giving due notice to the Contactor on the amount and at the risk of the Contactor without canceling the contract in respect of the consignment not yet due for delivery,  
or

To cancel the contract.

In the event of action to be taken under (a), (b) or (c) the Contactor shall be liable for any losses which the MAHARASHTRA POLLUTION CONTROL BOARD, may sustain on that account.

The recovery on account of agreed liquidated damage or by way of penalty under (a) above will be made by deducting the amount in the bills and the recovery of any loss, which the MAHARASHTRA POLLUTION CONTROL BOARD may sustain under (b) & (c) should be made good by a credit note within the stipulated period for the purpose.

Place :

Date :

CONTACTOR

Witness:

1.

For Maharashtra Pollution Control Board

2.

**Annexure E – PERFORMANCE SECURITY FORM (PSF)**

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To:

(Name of Indenter)

WHEREAS \_\_\_\_\_ (Name of Bidder) hereinafter called "the Bidder " has undertaken, maintenance of Contract No. \_\_\_\_\_ dated, \_\_\_\_\_ 2013 to provide services hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Contactor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Contactor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contactor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contactor, up to a total of \_\_\_\_\_ (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Contactor to be in default under the contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2014

Signature and Seal of Guarantors

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_