



## STATE POLLUTION CONTROL BOARD, ODISHA

[DEPARTMENT OF FOREST & ENVIRONMENT, GOVERNMENT OF ODISHA]

Paribesh Bhawan, A/118, Nilakantha Nagar, Unit - VIII

Bhubaneswar - 751 012, India,

E-mail: [paribesh1@ospcboard.org](mailto:paribesh1@ospcboard.org) / Website: [www.ospcboard.org](http://www.ospcboard.org)

No. 13693 VI-SC(I&PR) Comp-04-11/12 Date 07.09.2016

### Notice inviting tender for “Development of Web Portal for State Pollution Control Board, Odisha”

Sealed Bids are invited from competent firms/ organizations having registered office or having a set up in Odisha with prior experience in development of CMS (*Content Management System*) website for “**Development of Web Portal for State Pollution Control Board, Odisha**” The interested bidders may obtain the Request for Proposal (RFP) containing bid application forms along with Terms of Reference (TOR), which is downloadable from our Website: [www.ospcboard.org](http://www.ospcboard.org) (In Advertisement page under Tender & Advertisement tab) of OSPCB.

The Bid Document filled in as per the prescribed formats and supported with relevant documents must reach the Office of **Member Secretary, State Pollution Control Board, Odisha**, Paribesh Bhawan, A/118, Nilakantha Nagar, Unit-VIII, Bhubaneswar-751 012 on or before 29.09.2016, 5:00PM. The envelope must be clearly superscripted as “**Development of Web Portal for State Pollution Control Board, Odisha**” The name and address of the bidder organization should also be clearly mentioned on the envelope. The Bid Document shall be submitted through Registered Post/ Speed Post/ Courier. But the authority shall not be held responsible for any postal delay for non-receipt of bid document within scheduled date and time.

The SPCB reserves the right to reject any or all bids without assigning any reasons thereof.

Sd/-  
**Member Secretary**  
**State Pollution Control Board, Odisha**

# **Request for Proposal for Development of Web Portal for State Pollution Control Board, Odisha, Bhubaneswar**



**State Pollution Control Board, Odisha, Bhubaneswar  
Paribesh Bhawan, A/118, Nilakantha Nagar, Unit – VIII  
Bhubaneswar – 751 012, INDIA  
September 2016**

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## STATE POLLUTION CONTROL BOARD, ODISHA

[DEPARTMENT OF FOREST & ENVIRONMENT, GOVERNMENT OF ODISHA]

Paribesh Bhawan, A/118, Nilakantha Nagar, Unit - VIII

Bhubaneswar - 751 012, India,

E-mail: [paribesh1@ospboard.org](mailto:paribesh1@ospboard.org) / Website: [www.ospboard.org](http://www.ospboard.org)

### TERMS OF REFERENCE (TOR) AND APPLICATION FORM

#### 1.0 Introduction/ Bid Overview

Odisha, State Pollution Control Board, (OSPCB) is a statutory organization, responsible for enforcement of the provisions of (i) The Water (Prevention & Control of Pollution) Act, 1974, (ii) The Water (Prevention & Control of Pollution) Cess Act, 1977, (iii) The Air (Prevention & Control of Pollution) Act, 1981, and (iv) Environment (Protection) Act, 1986 and Rules framed there-under.

OSPCB is presently functioning through its website [www.ospboard.org](http://www.ospboard.org) and desires to replace the existing website by a new Content Management System (CMS) based website to, enable its IT based functions dissemination of information.

Therefore, OSPCB intends to engage competent firms/ organizations having a proven track record in the field of Information & Technology services, and having registered office or a set up in Odisha to carry out **“Development of Web Portal for State Pollution Control Board, Odisha”**.

Firms will be selected under Quality Cum Cost Based Selection (QCBS) and as per the procedures described in this RFP which is in accordance with the Office Memorandum 42280F, dtd. 26-09-2011 of Finance Department Govt. of Odisha in line with “Manual of Policies and Procedures for Employment of Consultants” issued by Department of Expenditure, Ministry of Finance, Govt. of India is available in the website of Ministry of Finance ([www.finmin.nic.in](http://www.finmin.nic.in)).

## Development of Web Portal for the State Pollution Control Board, Odisha

### Summary Datasheet:

#### Tender Details

Title	Request for proposal of “ <b>Development of Web Portal for State Pollution Control Board, Odisha</b> ”.
Issuing Department	State Pollution Control Board, Odisha, A/118, Nilakantha Nagar, Unit –VIII, Bhubaneswar, 751012
Contact Person Details	Nihar Ranjan Sahoo, Sr. Env. Engineer (L-I) -0674-2563012 Mamata Pattnaik, Env. Engineer-cum-System Administrator 0674-2561909 Email: <a href="mailto:paribesh1@ospcboard.org">paribesh1@ospcboard.org</a>

#### Earnest Money Deposit Details

1.	Earnest Money Deposit	25,000.00 (Rupees Twenty Five Thousand only)	Payable along with the technical bid document submission in shape of Demand Draft in favour of <b>Member Secretary</b> “State Pollution Control Board” Odisha payable at Bhubaneswar
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#### Data Sheet - Critical Information

Sl	Event	Date & Time	Venue
1	Availability of Bid Document	09.09.2016 to 29.09.2016	<a href="http://www.ospcboard.org">www.ospcboard.org</a>
2	Last date for submission of queries	15.09.2016	Through E-mail ID : <a href="mailto:paribesh1@ospcboard.org">paribesh1@ospcboard.org</a>
3	Response to queries, clarifications and issue corrigendum regarding RFP	22.09.2016	Publication in official portal/intimation through mail
4	Last date for submission of bid documents	29.09.2016	At: Paribesh Bhawan, A/118, Nilakanthanagar, Unit -8 , BBSR-12, through Registered Post/ Speed Post/
5	Opening of Technical Bid	5.10.2016	At Conference Hall of SPCB (Head Office), Odisha, Bhubaneswar
6	Technical Presentation for technically eligible bidders	19.10.2016	At Conference Hall of SPCB (Head Office), Odisha, Bhubaneswar
7	Opening of Financial Bids of technically qualified bidders	31.10.2016	At Conference Hall of SPCB (Head Office), Odisha, Bhubaneswar

\*SPCB- State Pollution Control Board

## 2.0 Objective and Scope of Work

The major objective of this project is “**Development of Web Portal for State Pollution Control Board, Odisha**” to carry out its function and to facilitate dissemination of information. .

### Scope of Work

The above objective is to be achieved through following scope of work or **Term of reference (TOR)**

## 2.1 Features of the Web Portal

The web portal that will be developed, shall have following features in general:

1. Display of bilingual information in Odia and English.
2. Interactive multimedia oriented home page design and multiple banner of inner page
3. Design of the website as per the GIGW (Guideline for Indian Government Website) guideline of Govt. of India.
4. Compatible to the major browser like Chrome, Mozilla Firefox, Internet Explorer, Safari, Opera.
5. Web portal should be compatible to Mobile, Tablets, I-Pad
6. Database driven website with CMS (Content Management System) and User Management to manage the requirement from Admin Interface by the multiple users
7. Ability to use current interactive and social networking mediums such as Facebook, Twitter etc. as well as flexibility to add these types of features in the website.
8. Auto SMS/mail to the beneficiaries as awareness about various activities or launching of the schemes.
9. Email facilities to 150 users.

## 2.2 Scope of Work

### 2.2.1 Functionalities of the web portal

**The following functionalities shall be incorporated in the web portal.**

**The web portal will have two parts:**

1. Public view and interaction which is called as Client part
2. Interface to manage the requirement by the administrator from admin interface which is called as backend.

The selected bidder shall design, develop and implement the solution in addition to providing maintenance support for a period of at least 3 years and ensuring the SPCB Odisha to take full operational control of the web portal for its information update and data management. Details of the functionality can be referred as mentioned in this section:

## **Scope of Information**

The website covers information under the following heads:

1. About Us
2. Services
3. Forms
4. News and Events
5. Publications
6. RTI
7. Photo gallery
8. Archive
9. Feedback ( Along with the interface for online feedback submission, this page will also display number of feedback received, Responded and To be responded as on date )
10. Links
11. FAQ
12. Sitemap
13. Contact
14. Tender/Advertisement
15. Policy- Acts & Rules, Notification/ Guidelines
16. Video
17. Search
18. Colour Themes (4),Screen reader and Text enhancer
19. Others

## **Development Platform**

1. Solution provider can provide the solution bespoke or free/open source content management solution to update web content. Any scripting language can be used.
2. Open Source Content Management should have the option of customization and user friendly for the web administrator to operate. It should use object oriented programming techniques and software design programming.
3. Database Supported By State Data Centre/IT center/NIC
4. The website access is to be compatible with Internet Explorer 7.0+, Mozilla Firefox 3.0+, Google Chrome 4.0+, Opera 9.0+, Safari (or the latest versions as available at the time of development following award of the contract).
5. It is mandatory to use HTML5 markup language to create the web pages of portal.

## **Support:**

In the client side of the web portal the interface will be given to lodge a complaint about the bugs/difficulties about the application by the System Administrator. Option will be provided to give the User Name, Facts about the difficulties and attachment option to attach the error message if any. On successful submission, the system will generate a token number with time and date of lodging the complaint. Complain will be auto transferred to the service provider for necessary redressal.

### **2.2.2 Admin - Interface to manage the requirement**

Admin will have the following options:

1. Users
2. Menu
3. Content Management
4. Banner Management
5. Functional Modules Management
6. Feedback
7. Search Engine Optimization
8. Support System
9. Manage Scheme
10. Photo Gallery
11. Recruitment

#### **Users**

1. User creation and Management of Portals. User can be of two types that is Master Admin and General Operation Admin. Master Admin can be created more than one but always one will be active. Master Admin of web Portal will create and manage general user to manage the requirements.
2. Module wise access rights and authentication for functions as: Publish Add, Delete, Edit, View and Archival.
3. Audit logs for the users to store for 10days operation on page wise and after the periods the logs will be auto cleared.

#### **Menu**

1. Creation of Menu as Global, Primary, Secondary and Sub Secondary Menu as up to 4<sup>th</sup> level with the option of edit, view, delete and publish.
2. Creation and management of highlighted menu with banner and to display as menu with hyper link
3. Link in client side will be hyper linked only addition of information and published for public view.
4. Positioning and sequencing of menus in the appropriate section i.e. Top bar, Middle bar, Footer, Left side, right side in the home page and central panels in the home page.

#### **Content Management**

1. Information can be managed for the defined menu under Global, Primary, Secondary and Sub Secondary heads with the option of Create, Add, Edit, Delete, Publish/Unpublished View and Archive.
2. System should have the option to enable the features like Subject, Description, Attachment, links to URL and content editor to attach the information as per the requirement.
3. Content Editor should be user friendly with the features as inserting image, Presentation, Video, Links to URL, Font, Creation of tables, Graphs, inserting buttons, Different colors and shadings
4. Support content in multiple formats including PDF, DOC, DOCX, TXT, JPEG, JPG, PPT, XML, etc.
5. Video Format as like MP4, FLV etc should be supported by the portal.



**Banner Management:**

1. System should have the features to add and manage banner in the banner container with size as per the requirement.

**Functional Module Management**

This module will manage the following sub module:

*Tender:* A standardized Tender with corrigendum option will be provided to manage with the following options:

1. Option should have the feature to add the following fields of information as Tender Reference Number, Date of Publicity, last date of publication, Field to add more information with the option of attaching the document.
2. Option to update and manage multiple corrigenda with their management with reference to the tender reference number.
3. Option to display and manage the final results of the tender.

**Feedback:**

1. System should have the option to display in the dashboard all the feedback on date wise in the order of last in first out.
2. System should have the option to View, Accept & Reply, print and Delete the feedback as per the requirement.
3. System should have the option to store all the communication to the senders in respect to the reply in tree structure for future reference.
4. System should have the facility to display in the client side feedback page as number of feedback received, respond given and respond to be given till date
5. System should have the option for the administrator to publish good feedback and the reference details for public view in this page.

**Search Engine Optimization:**

System should have the option to Add and Manage Title, Meta keyword, and Description for home page and other pages as per the requirement for better optimization of the website in various search engines.

**Support System:**

- a. System should have a Dash board to display the details about the complaint lodged and it is accessible to Master Admin of the portal.
- b. System should have the option to forward it to the support team in charge by leveling the severity of the problem and maintaining the details of resolution with time and date. After resolution the message will be passed to the complainant over his/her official registered mail ID to check and revert.
- c. System must have the option to clear the token only after getting the information about debug of the system from the complainant user.
- d. System should generate a report about the lodging of the complaint, its resolution, severity level and duration to solve the problem with the option to print and forward the same.

**Photo gallery:**

1. Option to create and manage different types of categories with the thumb image
2. Option to Add and manage photo with captions under the category with auto compressive size of the photo as defined.

**Recruitment:**

1. Option to display the job advertisement as published in paper and other media
2. Option to create multiple post requirement with one single advertisement
3. Option to Add and Manage different requirement for different post with contact details
4. Option to attach and manage form to download.

### **2.2.3 Training**

The implementing agency shall provide onsite hands-on Training for usability of the application to administrators/Users decided by the department.

## **2.3 Security audit**

It is to be noted that the following audits are to be carried out for the web portal

1. SPCB Odisha intends that the service provider to engage firm for Security Audit of about websites for Safe to Host Certification.
2. The firm would conduct Third-party testing meeting government and industry Compliance standards.
3. Web Application Audit & Vulnerability management of the web enabled applications has to be strictly done as per the guidelines issued for Third party Audit empanelled agency by Cert-in.
4. Web-enabled Application is to be audited as per OWASP (Open Web Application Security Project) 2013 standards.

**Repeat Audit:**

The audit has to be carried out in at least two stages. Vulnerabilities have to be identified in first stage, the same to be rectified/ fixed and then report the process in second stage (carry out more iteration if required). In case of any addition of new applications to the site/ scripts on HTML pages or modifications in the existing application/ environment in the site, the site shall be referred for a repeat audit. This does not include changes in the contents of HTML pages or addition of purely static HTML pages.

**Mandatory Eligibility Condition for Security Auditing Agency:**

1. The vendor/ organization should be empaneled security Auditors on Indian Computer Emergency Response Team (CERT-In), under the Department of Information Technology, Government of India.
2. Preferably three years of experience in IT Security Auditing work as per the scope outlined by cert-in.
3. Should have carried out at least five IT Security Audits, preferably two of which should be in the last 12 months in line with the scope outlined by cert-in.
4. Web Application Audit & Vulnerability management of the web enabled applications and

websites has to be strictly done as per the guidelines issued for Third party Audit by Cert-in.

5. The firm would conduct Third-party testing meeting government and industry Compliance standards such as OWASP, ISO 27001 etc.
6. Before submitting the portal after UAT for Security Audit the SI should take the consent about the Cert-in certified organization to undertake the audit from the Nodal authority of the SSEPD.

#### **Deliverables from Security audit**

- i. Security audits are to be conducted in iterative cycles (may be called a level) of testing and code correction till identified "Safe for hosting ". The report must include Summary/Checklist of vulnerabilities identified with subsequent correction status.
- ii. Non-functional links are to be tested after restoring functionality instead of just being reported as observations on non-functional URL.
- iii. Application Audit & Vulnerability Audit of the web application/website.
- iv. Recommendations on the counter measures.
- v. Guidance to the Software developers/Departments for removal of the vulnerabilities detected.
- vi. Audit Report as per the guidelines issued by GOI. The information security audit
- vii. report from the information security auditor should clearly state that these Web-Pages, including the backend database and scripts, if any, are free from any vulnerability and malicious code, which could be exploited to compromise and gain unauthorized access with escalated privileges into the web server system hosting the said website.
- viii. Auditor should have clarity in explaining and documenting the limits and dangers of the security test.

#### **2.4 Documentations**

Following minimum documentations need to be submitted after completion of the project:

- i. Modified SRS and all functional add-in modules
- ii. High Level Design/Architecture Document
- iii. Web Admin and User's Manual
- iv. Website and web page Backup/ Recovery Manual

#### **2.5 Warranties**

The Vendor shall provide warranty that the website and its functions will be free of defects for a period of one year from date of final acceptance of project by client. Any identified defect or bugs should be promptly fixed within seven calendar days.

#### **2.6 Post Implementation Support and Maintenance**

The vendor should provide first year maintenance for free of charge and continuous maintenance for further 3 consecutive years with agreeable maintenance coverage and associated cost. During maintenance period the vendor and master admin in charge will submit a Support System (In Scope) generated monthly report about complaint lodged and resolution time to resolve the problem to Department of IT on the first week of the next month. Software solution provider will also submit a performance review report on monthly basis with their own capability. The other requirements are as follows:

- a. Maintenance of the website to address the issues of compatibility and functional errors.

## Development of Web Portal for the State Pollution Control Board, Odisha

- b. Graphics and Animation required incorporating in the web portal or any change request as per the request by SPCB Odisha.
- c. Clarify Operation Difficulty by the users at the time of operating the features of the website.
- d. Submission of the Portal for cyber Audit safe to host certificate at least once in a year or on regular interval as to be required.

### 2.7 Deliverables/Timelines

<b>Deliverables-</b>	<b>Timeline</b>	<b>Milestone ( In Week)</b>
Inception Meeting and Finalization of Work Plan	1 week from award of contract.	T+1
Submission and Approval of Website design document (SRS, Design Spec)	2 weeks from award of contract	T+2
Submission of Initial version of the website, User Acceptance Testing (UAT) and remedy for defect functions observed at the time of UAT and Go-live	8 weeks from approval of website design	T+10
Submission of technical and user manuals, training to admin and users on web portal	1 weeks from go-live	T+11
Carrying out Security Audit of website and acceptance of Audit Report	8 weeks from completion of UAT	T+18
Submission of final updated version of Source code and technical knowhow.	1 week after security audit certificate.	T+19
Closure Report.	Within one week of completion	T+20

**Total project duration time is 20 Weeks**

## **2.8 Payment schedule for the component of website development and security audit**

<b>SL</b>	<b>Milestone</b>	<b>Percentage</b>
1	Submission of work plan, and approval of website design document (SRS, Design Spec)	20%
2	Website Go-Live and Training	40%
3	Submission of Security Audit Report	30%
5	After Closure report	10%

## **2.9 Payment Schedule - Maintenance and Support**

The Quoted amount of annual maintenance services will be paid on a half yearly basis at the end of each half.

## **2.10 Payment Schedule – Repeat Audit**

The Quoted amount repeat audit will be paid after submission of repeat audit certificate from the authorized agency.

## **2.11 Acceptance**

As this project involves both the development and hosting of the web portal an acceptance test plan along with test cases and expected results traced to the requirements shall be provided during the development and the same shall be accepted by the Department.

### 3.0 Instructions to Bidders

The instruction to the bidders for “Development of Web Portal for State Pollution Control Board, Odisha” are outlined in following sections;

#### 3.1 Availability of Bid Document

The bid document can be obtained from OSPCB website [www.ospcbboard.org](http://www.ospcbboard.org) by downloading (refer Advertisement page under Tender & Advertisement tab of website).

#### 3.2 Submission of Bid Document

The Bid documents are to be arranged systematically into **Technical Bid** and **Financial Bid**. The technical Bid shall contain the EMD, documents in support of eligibility and technical bid documents. The technical Bid documents should be covered in a sealed envelope and should be clearly superscribed with “**Technical Bid**” in bold letters.

The Financial Bid shall contain the Price Bid in prescribed format (**Form 8 and annexures**), should be covered in a separate sealed envelope and should be clearly superscribed with “**Financial Bid**” in bold letters.

Both Technical Bid and Financial Bid separately sealed should be kept in an outer sealed envelope clearly superscribed with the name of the work “**Development of Web Portal for State Pollution Control Board, Odisha**” and addressed to Member Secretary, State Pollution Control Board, Odisha, Paribesh Bhawan, A/118, Nilakantha Nagar, Unit-VIII, Bhubaneswar – 751 012. The name and address of the bidder organization should also be clearly mentioned on the envelope.

All the pages of the tender document should be signed by the authorized representative of the bidder.

The sealed envelope containing bid document shall be submitted through Registered Post/ Speed Post/ Courier to the office of the State Pollution Control Board, Paribesh Bhawan, A/118, Nilakantha Nagar, Unit-VIII, Bhubaneswar – 751012 by, **29.09.2016, 5 PM**. But the authority shall not be held responsible for any postal delay for non-receipt of Bid Document within scheduled date and time. Proposals not submitted within the specified date and time shall be summarily rejected.

### **3.3 Bid Validity**

The bids submitted by the bidder should be valid at least for a period of 90 days from the date of opening of the bid. The bids with validity period of less than 90 days shall be summarily rejected.

### **3.4 Eligibility Criteria**

The eligibility criteria and documents to be submitted in fulfillment of eligibility criteria are as follows.

<b>Sl. No</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted in support of eligibility criteria</b>
1.	The bidder should be a company registered in India under companies Act 1956, registered with the Service Tax Authorities and operating for the last Five years in Software Application Development /Maintenance/Hosting/Optimization Services and other IT services as of 31 <sup>st</sup> March 2016.	Document indicating registration/ incorporation in Odisha or having a set up in Odisha  Relevant work order and completion certificate as proof of being in Software Application Development /Maintenance/Hosting/Optimization Services and other IT services business for a period of at least 5 years
2.	The bidder must have a registered/operational office with development center in the state of Odisha.	
3.	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices with any of the Government or PSU's.	Self-declaration by Authorized Signatory in prescribed Form-2.
4.	The bidder should have a proven track record of successful implementation of Five dynamic CMS web portal for any Government Department/PSU/ any other organizations in India in last five years. Out of which 2 projects should be for Government of Odisha	Details of work order and client certification (Form-5)
5.	The bidder should submit continuation of AMC of at least two projects from the respective organization	The copy the AMC Letter from the Concerned Organization.
6.	The bidder should have valid ISO 9001: 2008 or Equivalent certifications as on date of submission of the RFP.	Copy of relevant Certificates (valid as on date of submission)

## Development of Web Portal for the State Pollution Control Board, Odisha

7.	The bidder should have annual turnover of at least '50 lacs for the last three fiscal years as on March 31, 2016 from the business of Software Development, Maintenance, related software project digitization and migration. The turnover shall not include the turnover from Hardware Sales and their maintenance with supports.	Audited balance sheet will need to be submitted in support of this requirement. Auditor's report of turnover out of Software Application Development and Maintenance should be provided separately apart from the balance sheet.
8.	The bidder should have at least of 30 IT professionals (excluding other executives) on its rolls as on the date of submission.	Certificate from HR confirming the same.

### 3.5 Documents to be submitted along with the Technical Bid

The bidder shall submit the following documents along with their Technical Bid. **Non submission of any of the following document may lead to rejection of their bid.**

- Company profile/ Organization details (Form 3)
- EMD of Rs.25,000/- (Twenty-five thousand only) in form of Bank Draft drawn in favour of Member Secretary, State Pollution Control Board, Odisha, payable at Bhubaneswar from any nationalized bank
- Copy of the PAN/ TAN
- Copy of Income Tax return for last three financial years
- Copy of Service Tax registration certificate
- Copy of latest Service Tax return
- Audited balance sheet for last three years supported with auditors report on turnover from Software Development, Maintenance, related software project digitization and migration.
- Copy of work orders in support of development of **dynamic CMS web portal for any Government Department/PSU/ any other organizations in India in last five years** including local experience in Odisha (Form 5)
- Local Human resources (Format 6)
- Methodology and Work plan for executing the project
- *Power of Attorney in favor of Authorized signatory of the bidder (Form-4)*
- *To get the Concessional benefits in EMD - Copy of Certificate of Registration in NSIC/DIC/OSIC wherever applicable*



- Self-Declaration from Authorized Signatory that the company is not blacklisted. (Form-2)
- **Undertaking on Technology Information Provided (Form-7)**

### 3.6 Queries and Clarifications on RFP

Request for clarifications shall be sent by the bidders through email as per the format given below:

- a. Name of Tenderer:.....

Sl. No	RFP Clause No and details	Page No	Clarification Requested

- b. The queries shall be addressed to:  
Name: Mamata Pattnaik, Env Engineer-cum-System Administrator  
[paribesh1@ospcboard.org](mailto:paribesh1@ospcboard.org)
- c. All responses given by the Department will be circulated to the bidders. No request for clarification from any bidder shall be entertained after date and time as mentioned in the data sheet.
- d. A corrigendum may be issued, in case of any changes to terms and conditions of the RFP are required to be altered. The same shall be done based on time mentioned under data sheet.

### **3.7 Opening of Technical Bid**

The bid documents received within the specified date and time shall be opened at the office of the State Pollution Control Board, Odisha on date mentioned in summary data sheet. Participating organizations may depute their authorized representative to remain present at the time of opening. The “Technical Bid” document shall be opened in front of the bidder’s representatives and shall be examined to verify the Technical Eligibility. The bids satisfying the eligibility criteria as mentioned in the Technical Eligibility Criteria of this document shall be declared as Technically Eligible Bid and shall be considered for technical evaluation.

### **3.8 Evaluation of Technical Bid**

All the Technically eligible Bids shall be evaluated by SPCB as per the criteria described in sec 3.8.1 and shall be assigned marks as per the respective scoring criteria. The technical presentation as per scope of work and technical eligibility criteria will be held on date as specified in summary data sheet. The bids securing at least 60 out of full mark 100, in the technical bid evaluation process shall be considered as “Technically Qualified” bid. All the firms which meet the minimum qualifying standards as specified above will stand technically qualified for consideration of evaluation of financial bids. No ranking of firms among the qualifying firms will be done.

### **3.8.1 Technical Evaluation Criteria**

Sl	Evaluation Criteria	Supporting Documents	Max Marks	Scoring Criteria
1	Past experience in development of <i>dynamic CMS web portal for any Government Department/PSU/any other organization in India in last five years</i> . Out of which 2 projects should be for Government of Odisha (Form 5)	Work order or Agreement/ Clint Certification	25	For two Odisha Govt. projects- 10 Marks  For three other projects as per eligibility criteria- 9 Marks  For each subsequent project- 2 Marks each (Maximum-6 Marks)
2	Locally available manpower in <i>Software Application Development /Maintenance/Hosting/Optimization Services and other IT services business</i> (Form 6)	Detailed list of manpower with qualification & Skill Sets, current location of deployment	10	For 30 mandatory technical manpower as per eligibility criteria- 5 Marks  Above 50 Technical Manpower maximum 5 marks
3	Quality Certification <i>ISO 9001: 2008 or Equivalent</i>	Valid Quality Certificate <i>ISO 9001: 2008 or Equivalent</i> ISO: 27001/ or equivalent	10	<i>ISO 9001: 2008 or Equivalent- 5 Marks</i>  Based on other relevant certificates like <i>ISO: 27001/ or equivalent</i> subject to maximum 5 marks
4.	Continuation of AMC of projects	Certificates from respective organizations	10	For 2 AMC as per eligibility criteria- 5 Marks  Above 2 Nos of AMC , 1 marks each subject to max of 5 marks
5.	Methodology and Work plan for executing the project (Proposed solution for Portal Prototype , Approach of maintenance and support / Timeline, Resource Engagement Plan/ Deliverables and Timeline to fulfill desired objective and scope of work within the specified time schedule. )	Technical solution write-up and a technical presentation	45	Score to be assigned by individual committee members
		Total Marks	100	

### **3.9 Opening of Financial Bid**

The Financial Bids of the Technically Qualified bidders only, shall be considered for opening. The Date, Time and Venue of opening of the financial bid is as prescribed in summary data sheet. The authorized representatives of the Technically Qualified bidders may be present during opening of the financial bid. The financial bids shall be examined for its conformity to the specified format (*Form 8*). The Financial Bid submitted in formats other than the specified format shall be summarily rejected. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered. The bid price will include of all taxes and levies and shall be in Indian Rupees. The financial bids with discrepancies/ mismatch between the quoted value in figures and in words, incorrect calculations shall be summarily rejected. However Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

The price quotations in the valid price bids shall be noted and shall be communicated to the authorized representatives of the respective bidders representatives present at that time.

### **3.10 Evaluation of Financial Bid**

#### **3.10.1 Quality Cum Cost based Bid Evaluation.**

Due to the nature of technicalities involved in the work, the evaluation of the offer will be based under Quality Cum Cost Based Selection (QCBS) and as per the procedures described in this Tender Document which is in accordance with the Office Memorandum 42280F, dtd. 26-09-2011 of Finance Department Govt. of Odisha in line with "Manual of Policies and Procedures for Employment of Consultants" issued by Department of Expenditure, Ministry of Finance and available in the website of Ministry of Finance ([www.finmin.nic.in](http://www.finmin.nic.in)).

- a. Under this approach the financial proposal of the technically qualified bidder will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and next higher and so on will be ranked as L-2, L-3 etc.
- b. The bidder with lowest financial bid (L1) will be awarded the development of CMS based website.

### **3.11 Award**

- a. The contract will be awarded to the bidder securing L1 in the commercial bid opening amongst the technically qualified bidder.
- b. Prior to expiration of the period of bid validity, SPCB will notify the successful bidder in writing, Letter of Intent (LOI) that their proposal has been accepted.
- c. SPCB and successful bidder will formalize a Contract Agreement.
- d. The successful bidder shall furnish a Bank guarantee for an amount as prescribed in sec 3.14 only after which disbursement would be made in accordance with contractual terms or as may be decided by the Authority.
- e. Failure of the successful bidder to accept and sign the contract or willful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the SPCB may choose to award the work to the next lowest quoted bidder or call for fresh bids.
- f. After the contract is formalized with the successful bidder, the SPCB will promptly notify other bidders on the shortlist that they were unsuccessful and return their Security Deposit.

### **3.12 Concessional Benefits**

As per Clause 4 of the office memorandum bearing number 13290/F/Dated 2<sup>nd</sup> April 2013 of finance department, SSI units registered in National Small Industries Corporation/DIC/OSIC will get 75% exemption from payment of Earnest Money Deposit (EMD).

### **3.13 Consortium**

No consortium is allowed

### **3.14 Performance Bank Guarantee (PBG)**

At the time of the signing of the contract, the successful Bidder shall furnish a performance bank guarantee in accordance with the Conditions of Contract, as a Performance Guarantee Bond. This Performance Bank Guarantee will be for an amount equal to 10% of the bid value which shall be submitted by the successful bidder upon signing the contract. This performance bank guarantee shall be valid from date of acceptance of L-I, till One year after the completion of the project .The performance bank guarantee may be discharged/ returned by the SPCB upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the bidder being unable to service the contract for whatever reason, OSPCB would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the OSPCB under the contract in the matter. The proceeds of the PBG shall be payable to the OSPCB as compensation for any loss resulting from the bidder's failure to perform/ comply with its obligations under the contract. The OSPCB shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is

in default and the bidder will have to pay it within 14 days of the notice date. The decision of the OSPCB in this respect will be final.

The Performance Bank Guarantee may be forfeited if the buyer determines at any time that representatives of the bidder were found engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract. PBG will be renewed each year till the completion of the maintenance period.

### **3.15 Other Terms and conditions**

- The bidder shall submit only one Proposal. In case it is found that some bidders have submitted more than one bid, then both the bids shall be rejected.
- All offers should be made in English language. Incomplete, illegible and unsealed proposals will be rejected.
- The organization (bidder) shall bear all costs associated with the preparation and submission of its proposal. SPCB, Odisha will in no case be responsible or liable for these costs, whether or not the proposal is finally accepted.
- The Proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be attested by the person or persons who sign(s) the Proposals.
- The Bidder is not permitted to modify, substitute or withdraw their Proposal after submission
- An authorized representative of the bidder should sign on all the pages of the Proposal. The representative's authorization should be confirmed by a written power of attorney or board resolution accompanying the Proposal.
- Joint-venture or Consortium proposals are not acceptable
- Bidders should specify the price of their services in Indian Rupee (INR) only.
- Participating organization shall carefully examine the content all formats specified in the bid document and fully inform themselves as to all the conditions prior to submission of their techno-commercial offer.
- Authority reserves the right to accept or reject any/all bids without assigning any reason thereof, and to announce the bid process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the

affected bidder(s) on the grounds for such decision. The decision of the competent authority would be final and binding on the bidders.

- All communication pertaining to this bid will be published in the designated website, so it would be the bidders' responsibility to check the website for such communication and in case direct communication to bidders is not feasible then the OSPCB will not be held responsible.
- Electronic copies of Technical Proposal should be submitted in CD-ROM and all documents should be in PDF Format.
- Proposals should be comprehensive where necessary and unwanted material, including repetition of the bid document contents should be strictly avoided.
- The EMD shall be returned to the unsuccessful bidders within one month after completion of bidding process.

**Technical Bid Formats: In Separate Sealed Envelope**

**Form 1:**

**(Covering Letter for Submission of Technical Bid in Organization's letterhead)**

<Location, Date>

From:

To:

The Member Secretary,  
State Pollution Control Board  
A/118, Nilakantha Nagar,  
Bhubaneswar, 751012

Subject: Submission of the Technical bid for "Development of Web Portal for State Pollution Control Board, Odisha"

Dear Sir,

In response to the RFP Ref. No. xxxxxxxxxx dated xxxxxxxxxx for RFP titled "Development of Web Portal for "State Pollution Control Board, Odisha", we, the undersigned, hereby submit our Technical Bid Document in prescribed format in a separately sealed envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the RFP Document.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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



**Form 2:**

**(Format for Self Declaration as not Blacklisted Organization's letterhead)**

<Location, Date>

From:

To:

The Member Secretary,  
State Pollution Control Board  
A/118, Nilakantha Nagar,  
Bhubaneswar, 751012

Dear Sir,

In response to the RFP Ref. No. xxxxxxxxxx dated xxxxxxxxxx for RFP titled "Development of Web Portal for "State Pollution Control Board, Odisha", as an owner/ partner/ Director of, I/ We hereby declare that presently our Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder: .....

Authorized Signatory: .....

Signature:

Seal:

Date:

Place:

**Form 3:**

**Organization Details**

Name of the Organization	
Year of Establishment:	
Incorporation status of the firm (public limited / private limited etc...)	
Registration Number	
Registrar of Companies (ROC) reference number	
Address of Registered office	
Location of works (address)	
Address of Development Center	
Telephone numbers	
Fax numbers	
Email address	
Web Site	
Name of the Contact Person	
Contact Person's designation	
Contact Person's Mobile no	
Contact Person's Email Id	

**Form: 4**

**(Format for submission of details of authorized person in Organization's letter head)**

<Location, Date>

From:

To:

The Member Secretary,  
State Pollution Control Board  
A/118, Nilakantha Nagar,  
Bhubaneswar, 751012

Dear Sir,

<Name>, , <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. For the purpose of validation, his/ her verified signatures are as under.  
Thanking you,

Name of the Bidder: -

Verified Signature:-

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

## Form 5:

**Past experience in development of dynamic CMS web portal for any Government  
Department/PSU/ any other organization in India in last five years**

Sl.	Name of the Client	Name of the Work	Value of Work in Rupees	Supporting (Work order/ Completion certificate – Annexure) Reference

**Details of individual dynamic CMS web portal**

<i>General Information</i>		
Name of Project		
Client for which the project was executed		
Name and contact details of the client		
<i>Project Details</i>		
Description of the project		
Scope of services		
Technologies used		
Outcomes of the project (Completed/ in progress)		
<i>Other Details</i>		
Duration of the project	<i>No of Months</i>	
	<i>Start Date</i>	
	<i>Completion Date</i>	
	<i>Current Status</i>	
Other Relevant Information		
<i>Mandatory Supporting Documents:</i>		

**Form 6:**

**Details of locally available manpower engaged in Software Application Development  
Maintenance/ Hosting/ Optimization Services and other IT services business**

<b>Sl. No</b>	<b>Position</b>	<b>Name</b>	<b>Year of Exp.</b>	<b>Major Qualification</b>	<b>Duration of service in the organization</b>
1	Project Manager				
2	Developer				
3	Graphics Designer				
4	Database Administrator				
5	Optimizer				
6	Testing Engineer				
7	Network Administrator				

**Form: 7**

**Undertaking on Technology Information Provided (Company letterhead)**

<Location, Date>

From:

To:

The Member Secretary,  
State Pollution Control Board  
A/118, Nilakantha Nagar,  
Bhubaneswar, 751012

**Sub: Undertaking on Technology Information Provided**

Dear Sir,

I/We confirm that the all the commercial / proprietary / licensed software, platforms and tools that are required to either further customize, test, maintain, enhance, and deploy the software, i.e., future developments or enhancements or defect fixes or quality assurance tests on the software and deploying the software in a development or quality or training or production environment have been disclosed in the technical bill of material. The costs for the same have been quoted in the Commercial Proposal as required. In case OSPCB or a third party identified by it finds of any additional such requirement that has a commercial impact either through license fees or such, the same shall be provided to OSPCB or any agencies at the State identified for implementation at the State free of cost for full and unlimited usage.

The software and the underlying technology and tools shall not restrict to the deployment to any specific hardware platform and will be capable of operation on multiple hardware platforms compatible to IPV4/IPV6 from all the leading systems vendors.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

**Financial Bid: In Separate Sealed Envelope**

**Form 8:**

**(Financial Proposal in Organization's letterhead)**

**Date:**

**From:**

**To:**

**The Member Secretary,  
State Pollution Control Board  
A/118, Nilakantha Nagar,  
Bhubaneswar, 751012**

**Sub: Financial Proposal for “Development of Web Portal for State Pollution Control Board, Odisha”**

Dear Sir,

We, the undersigned, offer to provide the consulting services for “**Development of Web Portal for State Pollution Control Board, Odisha**” in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our Financial Proposal is for the sum of [*Insert amount(s) in words and figures*<sup>1</sup>] as per following table. This amount is inclusive of Domestic taxes. We hereby confirm that the price proposal is unconditional and we acknowledge that any condition attached to price proposal shall result in reject of our price proposal.

<b>Sl.</b>	<b>Description of work</b>	<b>Amount in Rupees (Inclusive of Taxes in INR)</b>
1	Pricing Summary Development, Security Audit and Training Cost, Cloud Hosting Environment for 1 year (Form- 8a)	
2	Maintenance Cost (Form- 8b)	
3	Repeat Audit Cost (Form- 8c)	
5.	Total Cost	

NB: The above quoted price is valid for a period of 90 days from the date of opening of the price bid.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Note

1. Bidders should quote the amount including of all taxes and other duties as per the current rate
2. Repeat Audit will be paid on submission of the Security Audit Certification..

Yours faithfully,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm \_\_\_\_\_

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

**Company Seal & Signature of the Bidder**



**Annexures of Form 8:  
Financial Bid Formats**

**Form-8a**

**Pricing Summary- Development**

<b>Si No. (1)</b>	<b>Description (2)</b>	<b>Amount (3)</b>	<b>Tax (4)</b>	<i>Amount in Rupees (Inclusive of Taxes in INR) (5)</i>
A1	Portal Development			
A2	Cloud Hosting Environment for One Year (as per physical web space)			
A3	Security Audit			
A4	Training			
<b>Total</b>				

**Form-8b**

**Maintenance Cost**

Maintenance Cost						
M	Maintenance Service (3 Years )			Amount Y(1+2+3)	Tax	Amount in Rupees (Inclusive of Taxes in INR)
	Website					
	Year 1 (Rs)	Year 2 (Rs)	Year 3 (Rs)			
	Nil					
Total						

**Form-8c**

**Repeat Audit**

<b>SI No</b>	<b>Repeat Audit ( Once in a Year ) for warranty and maintenance period</b>	<i>Amount in Rupees (Inclusive of Taxes in INR)</i>
<b>Total</b>		

### Reference Price

Si. No	Particular	Qty	Amount ( INR)	
1	Static Page	1		
2	Design Layout	1		
3	Banner	1		
4	Animation	1		
5	Rate of Professional Day/Month Developer Graphics Designer Data Entry Operator		Day	Month
		1		
		1		
		1		
Total				

The above price will not be considered for evaluation of the bidders and are indicative price for future reference. The price will be negotiable at the time of requirement.

**Form: 8 d**

**Undertaking On Pricing of Items of Technical Response (Company Letterhead)**

<Location, Date>

From:

To:

The Member Secretary,  
State Pollution Control Board  
A/118, Nilakantha Nagar,  
Bhubaneswar, 751012

**Sub: Undertaking on Clarifications**

Dear Sir,

I/We do hereby undertake that Commercial Proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

## **4.0 Contractual Clauses**

The Contract Agreement for this engagement would contain the following key clauses:-

### **4.1 Term of Contract**

This will include the period required to deliver the deliverables and other services specified in the terms of reference, including the duration of the support period (as may be applicable to this engagement).

### **4.2 Termination**

- a) Normal termination of the contract would happen at the end of the tenure.
- b) Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of material breach.

### **4.3 Effects of Termination**

- a) In the event of a pre-mature termination of this agreement by Nodal Agency, the compensation payable to bidder will be decided in accordance with the Terms of Payment Schedule for the milestones completed services and accepted deliverables.
- b) Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder agrees to extend full cooperation in supporting the transition process.

### **4.4 Scope of Work and Deliverables**

This will be in conformity with the terms of reference specified in the RFP document and shall include the submissions made by the bidder in their proposal and work plans, further refined during the negotiations. Deliverables and milestones shall be established with a process of formal acceptance or such measurable criteria.

### **4.5 Norms Governing Service Delivery**

- a) Provide necessary performance guarantees on signing of the agreement;
- b) Shall deliver the services in a professional manner commensurate with accepted industry practices and/or technical standards which are generally expected of such an engagement;
- c) Bidders shall establish a formal team structure with a named Project Manager who will serve as single point of contact and staff with competent resources to provide effective and expert service delivery, in tune requirements;
- d) Provide a roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks;
- e) Conveyance Cost of requirement gathering and presentation or any type of conveyance should be arranged by SPCB.

### **4.6 Fees and Payments**

- a) The total fees payable to the bidder including a milestone based payment as specified in the terms of reference would be specified. Such payments shall be inclusive of all taxes / levies and other out of pocket expenses. Rate of taxes will be applicable as the rate prevailing at the time of submission of Bill.
- b) Payments for additional services in case of change in scope of approved change request will

also be specified.

- c) In case of a *bona fide* dispute regarding any invoice, the DEPARTMENT shall be entitled to delay or withhold payment of the invoice or part of it, limited to the extent of the disputed amount.

#### **4.7 Ownership and Audit**

- a) Software including source code, licenses, technical documents and services obtained for the express purpose of this engagement shall be in favour of the Department and shall be submitted to the Department on demand.
- b) All records pertaining to this work shall be made available to the Department and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

#### **4.8 Confidentiality**

Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to Departmental data, wherever applicable.

Department shall retain exclusive intellectual property rights to all artefacts to which Department has sovereign rights or right to use on a formalized agreement with another party if any software has been used in the application.

#### **4.9 Indemnity**

The bidder shall indemnify, defend and hold Department and their officers, employees, successors and assigns harmless from and against any and all losses arising from personal injury or claims by third parties pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided.

#### **4.10 Force Majeure**

Neither Party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event, provided that the affected Party notifies the other Party of such event and its likely effects and duration and takes all reasonable steps to mitigate the losses/disruption.

#### **4.11 Dispute Resolution**

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavours. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed by the Department (Nodal Authority) for such purpose and abide by the decisions thereon.

Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.

#### **4.12 Governing Law and Jurisdiction**

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India with the Courts at Cuttack (High Court) jurisdiction.

#### **4.13 Scope Changes**

Process to manage changes to scope of the engagement and its impact on technical matters, project schedule and costs shall be detailed out. Cost impact can be settled on the basis of agreed professional rate in Hour/Day/Monthly basis by looking the nature of works subject to the request which has been approved priory.