

# Request for Proposal (RFP)

For Selection of Consultant for  
conducting System Requirement Study  
for the Project "Computerization of  
CPCB"



**Central Pollution Control Board**  
Parivesh Bhawan  
East Arjun Nagar, Delhi -110 032

18<sup>th</sup> August, 2010  
Version 2.0

Important Information and Dates

|   |  |   |
|---|--|---|
| 1 | Cost of Tender Document  | Rs. 100/-<br>To collect Tender document, firm is required to submit DD in favour of Central Pollution Control Board, Delhi.                                       |
| 2 | Tender Issue Date  | 19.08.2010  |
| 3 | Last Date for Issuing Tenders                                    | 27.08.2010 *  |
| 4 | Last Date of Submission of Tenders                               | 01.09.2010  |
| 5 | Date of opening of tenders                                       | 03.09.2010  |
| 6 | Venue  | Central Pollution Control Board,<br>5ft Floor Committee Room,<br>IT Division,<br>Parivesh Bhawan, East<br>Arjun Nagar, Delhi-32                                   |
| 7 | Date of Technical Presentations of the Action Plan (If required) | To be intimated separately  |
| 8 | Proposal Submission System                                       | a. Technical Proposals along with EMD in one sealed envelope<br>b. Financial Proposals in another Sealed Envelope<br>c. Both Proposals in another Sealed Envelope |
| 9 | Bidding System   | a. Technical Qualification<br>b. Financial Qualification  |

Note:

- \* The firms which could not collect the tender in stipulated time duration, may attach DD of Rs 100/- in favour of Central Pollution Control Board Delhi & submit the document on or before due date. At the same time the firm is required to confirm their participation at email: [aditya.cpcb@nic.in](mailto:aditya.cpcb@nic.in)

# Terms of Reference (TOR)

## Project Proposal for System Requirement Study for Computerization of CPCB

### 1.0 Background

CPCB is a statutory organisation constituted in September, 1974 under the Water (Prevention and Control of Pollution) Act, 1974. Further, CPCB was entrusted with the powers and functions under the Air (Prevention and Control of Pollution) Act, 1981. CPCB intends to automate its office by means of state of art technology based systems of Local Area Networks, Wide Area Networks, High Speed Internet Access, Video Conferencing Systems, Air and Emission Quality Monitoring Network Solutions, Onsite Inspection Updation Systems, CMS Based Website Updation Systems, Storage Area Network solutions and Creating Data Centers for ERP solution and by providing up to date tools to its employees required for the accurate information transfer within desired timeframe.

The system would provide strength to the infrastructure of CPCB, which in turn shall bring tremendous support technologically to bring in transparency, accuracy and timeliness in each activity.

This system would enable better Human Resource Management and better Work Quality Supported with Quality and Quantity of information in today's fast world.

Information transfer through CPCB website would get its due priority and shall join the public in the ultimate goal of clean environment.

### 2.0 Present Scenario

Presently CPCB strength is of ~400 employees, which has been recently increased by new recruitment of nearly 60 employees. This strength is to be further increased by nearly 100 more employees. The IT Infrastructure as on date is as below:

|                            |   |
|----------------------------|---|
| No. of Computers available | : 300 (~100 Nos. old P-III or P-IV Computers) |
| No. of Servers             | : 10 Nos.                                     |
| No. of Switches            | : 17 Nos. (24 port each)                      |
| No. of LAN Nodes           | : ~250 nos.                                   |
| No. of Laptops             | : ~25 Nos.                                    |
| No. of Printers            | : ~100 Nos.                                   |
| No. of Scanners            | : ~10 Nos.                                    |

### 3.0 Scope of Work

The key objectives of the system are:

- ❖ Business Process Reengineering of various processes to bring about efficiency and effectiveness
- ❖ To create Data Center in CPCB
- ❖ To develop Data Storage System
- ❖ To implement upgraded LAN at HQ and to get High Speed Internet Access
- ❖ To introduce LAN systems in Zonal Offices
- ❖ To improve the infrastructure by providing tools to employees involved in day to day activities of CPCB.
- ❖ Video Conferencing system Establishment
- ❖ CMS based data management system for Website updation and information uploading
- ❖ Education and Training needs keeping the objective of IT for all in mind

### 4.0 Details of Work Proposed

**Activity No.1:** To design Datacenter for the ERP solution being developed for all of its activities in the CPCB premise. This includes the Infrastructure Development, Designing of Data Center Architecture, Power Backup solutions, Internet Bandwidth connectivity, Security through firewall, Procurement of Hardware and Software etc at all offices, as per the needs.

**Activity No.2:** To design Data Storage system using NAS or SAN to avoid data loss.

**Activity No.3:** To design and propose upgradation of existing LAN at HO and ZO Bangalore or to create different LAN environment at these locations to get High Speed Internet Access.

Client Facilitation : Facilitating the existing and prospective users for availing various data services through viable and optimized interfaces and to increase the number of LAN Clients to extend the Internet facility. For the purpose identification of suitable technology architecture, the consultant has to recommend suitable technology architecture with proper security mechanisms to avoid any dire consequences/vulnerability to the operating applications. The connectivity requirements have to be clearly mentioned in respect of future requirements.

Presently the system is connected with 2 Mbps bandwidth with port connectivity being provided by NIC.

The speed of the system needs to be substantially improved, so that valuable time is saved in accessing the information. The system in place would have to be updated with the help of introduction of high speed servers to cater the needs of CPCB.

The present structure would be expanded from 230 Nodes to 500 Nodes with state of art technology based Servers. The introduction of Manageable Switches desired using new and latest high speed ~16 Gbps or more Routers.

The backbone strengthening needs be done through Optical Fiber Technology based data connectivity through MTNL/others.

One data backup line shall be in place for the alternate connectivity or parallel connectivity of Internet Access.

**Activity No.4:** To introduce LAN systems in Zonal Offices

To introduce LAN systems with 2x2Mbps data line connectivity to make the fast data communication in between Head Office and Zonal offices where the LAN system is not available. This data connectivity may done through MPLS network to access the ERP solution as well as High Speed Internet.

**Activity No.5:** Introducing Video Conferencing Facility among all offices. Together with video conferencing other state of art technological improvements needs to be planned.

**Activity No.6:** To improve the infrastructure by providing tools to employees involved in day to day activities of CPCB.

CPCB officials are entrusted with the responsibility of field inspections/visits for which planning of online data exchange system through state of art technological GPS enabled systems is required.

Besides, Hardware and Software needs for the organization/ officials are required to be prepared.

**Activity No.7:** Air and Emission Quality Networks

CPCB has established continuous Ambient Air Quality and Emission Quality monitoring networks. These systems are presently having very limited connectivity with the targeted group.

The number of locations would be enhanced by many fold, so that the presence of the existing systems could be felt by all the stakeholders.

The online data management is a challenging task, which needs to be addressed from technological and commercial points of view. The system in place needs to be thoroughly examined and suggestions are to be made in order to improve the system in such a way that a Generic system will be in place with the latest state of art technology of GPRS connectivity and data communication would take place effortlessly.

### **Activity No.8: Web Application: Interfaces and Functionalities**

Web application will be having various controls for distinguished purposes. Following functionalities would be the main controls of the application:

- ❖ Home Page Display of each Zonal office.
- ❖ Website updation with CMS based data uploading facility extended to other modules.
- ❖ Development of web space for each Zonal Office.
- ❖ Development of Intra-portal for CPCB.
- ❖ Setting up of a data center in each zonal office for LAN, Internet, and Website data uploading activities beside other activities.
- ❖ Specific activity based infrastructure shall be developed along with manpower recruitment and deployment.

### **Activity No.9: Manpower Management or Facility Management Services**

This activity requires assessment of the present manpower and requirement of manpower for smooth operation of the system in the organization and the facility management services desired to be in place to operate these systems efficiently.

## **5.0 Terms and Conditions**

### **5.1 Consultants Qualification**

5.1.1 Consultant must be a registered Company/society and a copy of the registration document must be attached with the proposal.

5.1.2 The Consultant must have working experience in using information technologies to prepare similar type of SRS or DPR documents. Should submit details of similar projects done in the past two years.

5.1.3 The consultant must have its main branch office in Delhi or NCR region.

5.1.4 Consultant should have conceptual framework and knowledge of addressing such issues of providing solution consultancies for the mentioned activities in the project work using state of art technologies.

5.1.5 Consultancies with requisite certifications of ISO or CMM Level would be preferred.

5.1.6 Consultant must present a targeted Action Plan for carrying out the exercise and prepare DPR with suitable recommendations.

5.1.7 Consultants are required to provide the supporting documents as part of the claim for the qualifications mentioned.

### **5.2 Schedule for Completion of Task**

Submission of Final report should be within 30 days of issue of final work order from CPCB.

### **5.3 Penalty**

If the project is delayed beyond the specified period, deduction from the payments to the Consultant shall be made @ Rs. 5,000/- per week for the period of delay beyond the scheduled completion date.

### **5.4 Mode of Payment**

- (i) Cost of the SRS Development should be clearly mentioned by the Consultant. The Cost should be inclusive of all taxes etc. However, taxes should be clearly mentioned in the financial proposal submitted by the Consultant to CPCB.
- (ii) On the submission of final report acceptable to the Competent Authority, CPCB, the 100% payment shall be released within 30 days time on submission of final bills submitted by the Consultant **in triplicate**.
- (ii) Travel expenses, if any, shall be borne by the Consultant only.

### **6.0 Expected outputs**

The expected outputs from the task are as below:

- (i) Providing a detailed project report consisting System Requirement Specifications (SRS) for establishing all activities mentioned above in Detail (Item No. 4.0).
- (ii) Specifications of all the items to be procured either through DGS&D or through tendering process.
- (iii) State of art technological solutions to **strengthen** all the activities of CPCB.
- (iv) Specifications of infrastructure to be created for the all mentioned activities including power backup support, civil construction, air conditioning systems, CMS systems, Storage devices, LAN infrastructure etc. based on mutual discussion with CPCB team.
- (v) The Consultant will prepare an inception report with detailed plan of analysis, design, development and implementation procedures and submit two copies.
- (vi) The Consultant shall provide the alternatives also with its pros and cons so that the CPCB management may take decisions for the implementation of the project.
- (vii) Best solutions of Integration of existing software systems in place.
- (viii) Details of Manpower requirement/ Facility Management System, **as** being practiced in the Industry as on date to handle all of the mentioned activities.
- (ix) Additionally, if there are other options available, **same** shall be **mentioned** by the Consultant

### **7.0 Terms of Service**

- (i) Consultant will adopt flexible approach while preparing such report as per requirement of CPCB. For this regular interaction with CPCB project management team and taking into consideration their suggestions for implementation of the project will be appreciated.
- (ii) CPCB will provide the necessary inputs and make available relevant data and reports for the project.
- (iii) CPCB will have the sole right to use/replicate/distribute/modify the SRS so developed. The Consultant shall not use or/make available the system in its present or modified condition to any other user without written permission of CPCB.
- (iv) The Consultancy firm selected for SRS work would not be eligible for taking part in implementation of the project.
- (v) The study should not disturb the present systems in place at CPCB.

**8.0 Agreement**

Agreement below is to be submitted by the Consultant after issue of letter of Intent by CPCB within 03(Three) days time.

**AGREEMENT**

An agreement is made on the \_\_\_\_\_day of \_\_\_\_\_2010 between Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, CBD-cum-Office Complex, Delhi-32 (herein referred to as the Board which expression shall unless repugnant to the context or meaning thereof be deemed to include their successor and /or assignee) of the other part.

WHEREAS the party of the first part is a statutory body, created and established under an act of the parliament known as Water (Prevention & control of pollution) Act,1974 and the rule framed thereunder. Member Secretary of the Board is authorized person to sign the agreement on behalf of the Board.

AND WHEREAS the main objective of the board is to control the pollution of water and air at the same time take such measures as may be necessary to prevent pollution of water and air. One of the functions of the Board is to disseminate the information in public domain.

AND WHEREAS the Board, in pursuance of its objective and to carry out the functions, with regard to dissemination of information on environmental aspects, it is essential that all the relevant data are collected, collated and compiled in such way that these could be retrieved quickly and easily. In order to have effective implementation, Board has decided to strengthen its IT services in Head Office as well as in Zonal Offices for which a Software Requirement Study is to be carried out amounting to Rs.

\_\_\_\_\_ (i ..Rupees only).

AND WHEREAS the party of the second part is a consultant M/s \_\_\_\_\_.

AND WHEREAS the consultants has approached the Board for the execution of the said work and have agreed to conduct and complete the work on the terms and conditions specified and agreed to between the parties hereto and as contained hereinafter.

AND NOW THEREFORE in consideration of the terms and mutual consent hereinafter mentioned, the parties hereby agree as follows:

**1. DEFINITIONS**

- i. Agreement means this agreement and all appendices, annexure attached, work order, and subsequent amendment, modifications and additions directed by the Board to be carried out, provided that such directions are given by the Board.
- ii. ~~Work~~ means the total work to be conducted and completed by the consultant as specified in details in the scope of work.
- iii. The Board means the Central Pollution Control Board includes its Member Secretary and any other officials authorized to act and on behalf of the Board by the Member Secretary.
- iv. The consultant means M/s \_\_\_\_\_.

**2. OBLIGATIONS OF BOTH THE PARTIES**

- i. The consultant should carry out the work from the date of issue of the final work order and submit report within 30 days time after receipt of final work award letter, as detailed in scope of work and as entrusted to them under the instructions of the Board and the consultant further undertakes to give full co-operation to the Board in this regard.
- ii. The Board shall have the right to depute its representative to work with the consultant and at all times such representative shall have access to the premises where and whenever the work is in progress. The consultant shall provide all facilities to the representative of the Board for inspection and/or assessment of work.
- iii. The consultant shall receive fees in the manner prescribed in the mode of payment (attached). Fees for any additional work, not included in the scope of work at the time of issuing the work order and which shall have to be carried out by consultant under this agreement being due to amendments, modifications or additions as per clause 1(i) of this agreement, will be decided amicably and will be paid.

- iv. This agreement comprises of detailed and definite enumeration of the rights and duties of the parties to the contract and covers all previous correspondence or negotiations etc., which may be contrary to this agreement in any way.
- v. If one provision of this agreement should prove to be invalid or null, all remaining provisions shall remain effective without change. The contracting parties shall try to replace the invalid and null provisions by an admissible provision aiming of the same economic and legal rights.
- vi. Dimensions/standards and units wherever referred shall conform to the Indian Regulations wherever obligatory and in all other cases the same will be as per prevailing practice. If however, the Board specifies the dimensions and units of the work then same shall be final and the consultant undertakes to adopt the same and to carry out the work in accordance with the instructions issued by the Board.
- vii. The consultants shall not engage or employ any sub-contractor for the execution of the work under this agreement without the prior consent in writing obtained from the Board. Any possible sub-contracts, which may concluded by the consultant, shall be so concluded on the sole and full responsibility of the consultant. The fact of sub-contracting shall not absolve the consultant from his/her obligations and responsibilities under this agreement.
- viii. Subject to the provisions of this agreement the consultant shall not transfer or assign this agreement without the Board's prior consent in writing. In any case transfer or assignment that may be affected by the consultant shall not modify his/her liabilities under this agreement. In the event of assignment for transfer the assignees or transferee shall be responsible for the fulfillment of the conditions of this agreement.

### **3. SECRECY AND COPYRIGHT**

- i. The consultant hereby undertakes to treat all the data, information, drawings and details etc., received by the consultants\ during the execution of the work, directly or indirectly, as exclusive property of the Board.
- ii. No publication shall be effected or caused to be effected by the consultant without the consent of the Board in writing. All the information and data received or collected by the consultant during the execution of the work or at any other time in pursuance of this agreement shall be strictly treated as

confidential and shall not be divulged to no other party, person or organization at any point of time.

#### **4. EXTENSION AND TERMINATION**

- i. It is agreed between the parties that the Board may grant extension of time to the consultant for the completion of the work under this contract provided the Board is satisfied with the reasons for the extension stated by the consultant in his application in writing made to the Board, such extension stated would not entitle the consultant for any additional payment whatever under clause 2 of this agreement.
- ii. It is agreed by and between the parties that the Board shall have the right to terminate this agreement without assigning any reason thereof subject, however to the condition that it shall give seven dayø notice of termination in writing to the consultants.
- iii. In the event of termination of the agreement as provided herein, the consultant shall cease all further work and shall deliver to the Board all data, details, plans, specifications and other documents prepared or information collected upto the date of notice of treatment received thereof.
- iv. In the event of termination of the agreement as provided herein, the Board shall reimburse to the consultant a part of fees proportionate to the work carried out pursuant to this agreement upto the date of notice of termination.
- v. The consultant hereby undertakes and agrees to handover all the drawings, specifications, plans, sketches and other data and such other documents, alongwith complete information and report to the Board within 15 days of the completion of the work or the notice of termination of the contract as the case may be.
- vi. The Board has the right to terminate the contract with or without assigning any reason at any stage besides reserve its right for the damage or any claim that the Board may have against the consultant.
- vii. In case of such termination by the Board, if any payment in excess has been paid to the consultant, the consultant hereby undertakes and agrees to repay the excess payment within 15 days of the termination of the contract.

#### **5. INDEMNITY**

- i. The consultant hereby undertakes to indemnify the Board against any claim made by any person/persons or by a third party for any reason whatsoever such a claim or damage may arise because of a mistake,

negligence and/or any other reason or an act of the consultant during the course of the work being carried out or after the work the work carried out by the consultant under this contract.

- ii. The parties to this agreement specifically agree that the Board shall have the right to withhold the payment of fees that may be due and payable to the consultant in the event of any breach committed by the consultant under this agreement and the payment withheld be paid whenever such breach is rectified.

## **6. ARBITRATION CLAUSE**

The parties to the agreement hereby agree and consent that all disputes, claims etc., arising out of and touching upon clause of the agreement and their interpretation shall be submitted to the sole arbitrator to be appointed in the following manner:

ō The Chairman, Central Board shall appoint Director (CP Division), ministry of Environment & Forests, Government of India, New Delhi, or any other suitable person in the field of Computer Engineering as the sole arbitrator to adjudicate and decide upon the dispute referred to him ö. The arbitrator shall state this decision in writing and if amount of claim in dispute is 50,000/- (fifty thousand rupees) and above, the arbitrator shall give reasons for award.

Subject as aforesaid, the provision of the arbitration & conciliation Act, 1996 or any other statutory modification or reenactment there of and the rules made there under and for the time being in force shall apply to the arbitration proceedings under the clause.

It is a term of contract that party invoking the arbitration shall specify the dispute or disputes to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each dispute.

It is also a term of contract that if any of the party do not make any demand for arbitration in respect of any claim(s) in writing within 30 days of receiving the information from the Board that final bill is ready for the payment, the claim of the contracting party(s) will be deemed to have been waived and absolutely barred and the Central Pollution Control Board will be discharged of all liabilities under the contract in respect of these claims.

The decision of the arbitrator shall be final and binding upon the parties.

IN WITNESS WHEREOF THE parties of the first and second part of this agreement have subscribed their signatures on this agreement on the day and year herein above mentioned.

SIGNED IN THE PRESENCE OF

1. Witness:

(J.S. Kamyotra)  
Member Secretary

For: Central Pollution Control Board  
Parivesh Bhawan, East Arjun Nagar,  
Delhi-110 032

2. Witness:

For M/s . \_\_\_\_\_

## 9.0 Submission of Proposals

The proposal should contain technical as well as financial proposals.

- (i) Technical proposals should be enclosed in a separate sealed cover super scribing the words "Technical Proposal for System Requirement Study for Computerization of CPCB".
- (ii) Technical proposal should include brief profile of the company, year of establishment ; organizational structure; list of relevant projects carried out in last two years along-with names of clients; CVs of the persons to be involved in this project; description of methodology and work plan for performing the assignments on the TOR; time frame for the completion of the assignment; and any other information.

Please note that Technical proposal should not indicate prices

- (iii) Financial proposals should also be enclosed in a sealed cover super scribing the words "Financial Proposal for System Requirement Study for Computerization of CPCB".
- (iv) Financial proposal should include total cost of the proposal (including all duties taxes & other levies) as well as break up of the costs e.g. manpower costs and other costs if any

Please note that financial proposal should only indicate prices.

- (v) Both of the sealed covers i.e. technical proposal and financial proposal should again be enclosed in a sealed cover super scribing the words "Proposal for System Requirement Study for Computerization of CPCB".

- (vi) The proposal should be submitted to the Member Secretary Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Shahdra Delhi-32 latest by 6:00 pm on August 31, 2010 and shall be dropped in the drop box kept at the gate of the CPCB office designated for the purpose.
- (vii) An authorized representative of the Consultant initials all pages of the proposals.
- (viii) Any proposal received after the closing time for submission of proposals shall not be entertained.
- (ix) The proposals must remain valid for 60 days at least after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. CPCB will make its best efforts to decide on the proposal within this period. If CPCB wishes to extend the validity period of the proposals, the consultants who do not agree have the right to not to extend the validity of their proposals.
- (x) An Earnest Money Deposit of Rs. 5000/- (Five thousand Rupees) (should be deposited) in the form of demand draft in the name of Central Pollution Control Board, Delhi, should be enclosed along-with the proposal

**(Please do not keep the draft in the envelope containing financial proposals).**

#### **10.0 Information to Consultant**

- (i) The CPCB is not bound to accept any of the proposals submitted.
- (ii) At any time before the submission of proposals, CPCB may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Consultant, amend the scope of work. Any amendment shall be issued in writing to the consultants and shall be binding on them. CPCB may at its discretion extend the deadline for the submission of proposals.
- (iii) Before submitting the proposal, a visit to CPCB, Delhi (in consultation with CPCB) for the understanding of the actual work, may be made on any day before two days of due date of submission of proposal, with prior confirmation with Incharge IT Division of CPCB at Parivesh Bhawan, East Arjun Nagar, Shahdra, Delhi-32. Phone Nos. 22308902 and at 22301122.
- (iv) The Technical proposal shall be evaluated by a committee on the basis of the following criteria:
  - (a) Specific experience of Consultant for preparing such SRS and DPR for related works as mentioned above.
  - (b) Adequacy/quality of the proposed work plan and methodology in responding to the TOR; and
  - (c) Qualification and competence of the key staff for the assignment.
- (v) The Consultants, short listed on the basis of evaluation of the technical proposals, may be asked to make technical presentation before evaluation committee. In this regard, a separate communication shall be sent to all the short listed Consultants.
- (vi) Financial proposals will be opened only for technically qualified Consultants. Financial proposal of the Consultants, which do not qualify shall be returned unopened.

**Price-bid Sheet**

| S. No. | SRS for Computerization of CPCB | Cost in Rs. | Service Taxes etc in Rs. | Total Cost in Rs. |
|--------|---------------------------------|-------------|--------------------------|-------------------|
| 1.     |                                 |             |                          |                   |

Total Cost in Rupees in words

Date:

Signature:

Place:

Name:

Seal