**Maharashtra Pollution Control Board**

**महाराष्ट्र प्रदूषण नियंत्रण मंडळ**

**Request for Proposal**
**For**
**Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**

**RFP Reference No:**
**Date of Issue:**
**RFP Price: INR 10,000/-**

**Issued By:**
Member Secretary
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Email ID: eic@mpcb.gov.in

# Disclaimer

This Request for Proposal (RFP) for "**Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**" (hereinafter referred to as "Project"), is issued by Maharashtra Pollution Control Board, GoM (herein referred to as 'MPCB').

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MPCB, nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed RFP for "Project", or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MPCB. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for deciding to participate in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MPCB Project, the regulatory regime which applies thereto and by and all matters pertinent to the MPCB Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the MPCB Project. MPCB shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

MPCB shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MPCB in selecting the Service Provider who qualifies through this RFP shall be final and MPCB reserves the right to reject any or all the bids without assigning any reason thereof. MPCB further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

MPCB may terminate the RFP process at any time without assigning any reason and upon such termination MPCB shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

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# Section I:Instruction to Bidders

# Abbreviations

| Abbreviation | Description |
|---|---|
| EnvCC | Department of Environment and Climate Change |
| DSC | Digital Signature Certificate |
| EMD | Earnest Money Deposit |
| GCC | General Contract Conditions |
| GST | Goods and Services Tax |
| GOM | Government of Maharashtra |
| MPCB | Maharashtra Pollution Control Board |
| NDA | Non-Disclosure Agreement |
| PDF | Portable Document Format |
| PKI | Public Key Infrastructure |
| RFP | Request for Proposal |
| PBG | Performance Bank Guarantee |
| SLA | Service Level Agreement |
| SSP | Selected Service Provider |
| TCV | Total Contract Value |
| TCS | Tax Collected at Source |
| TDS | Tax Deducted at Source |
| TEC | Tender Evaluation Committee |

# Definitions

| Term | Definition |
|---|---|
| Authority/Purchaser | Means Maharashtra Pollution Control Board, Government of Maharashtra i.e. the issuer of this tender |
| Bidder(s) | Eligible, reputed, qualified entities with strong technical and financial capabilities for scope defined in this RFP |
| Bid/ Proposal | This means the documents in their entirety comprising of the Eligibility Proposal, and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, the Bidder herein, in response to the RFP, and accepted by MPCB |
| Bidder's Representative | The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project |
| Business Day | This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra). |
| Contract / Project Period | The time period for completion of the entire project scope of work defined in the RFP |
| Certificate of Operation (CoOP) | A written documentation issued by MPCB evidencing the acceptance, approval or completion, as the case may be, of any Deliverable including any documentation of the Project such that may be required in terms of the Contract |
| Day | A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India. |
| Deliverables | The equipment, services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP. |
| EMD/ Bid Security | This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the bid process of this RFP |
| End of Contract | This refers to the time when the Contract Period shall end |
| RFP Portal | The web portal https://mahatenders.gov.in/ that is official portal for all details and submissions related to this RFP process |
| Letter of Intent / Letter of Award | This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Bidder for implementation of the Project |
| Project | Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB |
| RFP/ Tender | Refers to Request for Proposal containing the technical, functional, commercial and operational specification and including all clarifications/addendums, explanations and amendments issued by MPCB in respect thereof |
| Successful Bidder | Refers to the bidder who has gone through the selection criteria as mentioned in the RFP and has been selected by the department for the mentioned work |

| Term | Definition |
|---|---|
| Total Contract Value/ Contract Value | Value (Exclusive of all taxes, levies and duties) finally agreed between MPCB and the Bidder for the delivery of Equipment and Services mentioned in the RFP; which will be the maximum value payable to the Bidder for this Project. |

## 1. Tender Notice

**RFP reference No:**                                                      **Date:**

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **"Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB".** The prospective firms may download the technical and commercial bid from the e-tendering portal https://mahatenders.gov.in and submission of bid may be done as per details provided in RFP.

For complete details & formats of e-tender, the bidders can visit https://mahatenders.gov.in Tender Fee payment of **INR 10,000/-**(Non-Refundable) by payment gateway online. No brokers/intermediaries shall be entertained.   MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

**Note:**
1. The detailed timetable for the various activities to be performed in e-tendering process by the renderer for quoting their offer is given in this tender document under "TENDER SCHEDULE". Bidder should carefully note down the cut-off dates for carrying out each e-tendering process/activity.
2. Every effort is being made to keep the website up to date and running smoothly 24 x 7 by the service provider. However, MPCB takes no responsibility, and will not liable for the website being temporarily unavailable due to any technical issue at any point of time. Therefore, bidders are encouraged to submit their proposals and complete the process at least 3 days prior to the deadline. The tenders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance to avoid any inconvenience due to unforeseen technical problems, if any.
3. In any event MPCB will not be liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, including all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. MPCB will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.

# 2. Invitation for Bids

1. MPCB hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the "**Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**" as detailed in this RFP document.

2. The complete bidding document shall be published on https://mahatenders.gov.in for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee through e-Tendering Online Payment Gateway mode only.

3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

4. Bidders are also advised to refer "Bidders Manual Kit" available in this document or at https://mahatenders.gov.in for further details about the e-tendering process.

5. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

6. Note-
   a. Earnest Money Deposit: - can be paid ONLY through Online Payment mode
   b. All eligible/ interested Bidders are required to be enrolled on portal https://mahatenders.gov.in before downloading tender documents and participate in e-tender process for this Tender. Bidders are requested to contact the telephone numbers provided on maha-tenders portal in case of any doubts/ information/difficulty regarding online enrolment or e-tendering process.
   c. Bidders should submit the document related to tender online. Tender Fee of INR **10, 000/-**(including taxes) should be credited in to MPCB fund account by online payment gateway, before submission of tender response otherwise Bidders cannot participate in tender process. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
   d. The Electronic tendering system for MPCB will be available on the URL https://mahatenders.gov.in.

7.  The summary of details regarding this invitation of bids are listed in the table below:-

| Sr. | Items | Description |
|---|---|---|
| 1 | RFP Reference Number | MPCB/221226-FTS-0018 dated 26/12/2022 |
| 2 | Name of the Project | Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB |
| 3 | RFP Document Download Start / End Date & Time | Start: 28/12/2022 @ 11:00 Hrs<br>End: 05/01/23 @ 17:00 Hrs |
| 4 | Last date to send in requests for clarifications | All the queries should be received on or before 05/01/2023 @ 17:00 Hrs, through email only with subject line as follows:<br>"Queries –Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB".<br>The Pre-Bid queries to be sent to the Email Id :-<br>**eic@mpcb.gov.in** |
| 5 | Date and Time pre bid Meeting | 09/01/2023 @ 15:30 Hrs at MPCB HQ |
| 6 | Last date (deadline) for submission of bids | 18/01/2023 @ 17:00 Hrs |
| 7 | Tender Fee to be paid via Online Payment Gateway mode only. | **INR 10,000/- (Ten Thousand INR)** |
| 8 | Date Time and Place of opening of Technical Proposals | **20/01/2023 @ 15:00 Hrs at MPCB HQ, Sion** |
| 9 | Date Time and Place of opening of Financial Proposals | **To be announce later** |
| 10 | Earnest Money Deposit (EMD) to be paid in form of Online Payment | **INR  5,00,000/- (Rs. Five Lakh Only)** |
| 11 | Performance Bank Guarantee (PBG) from Nationalized Bank | 10% of the contract value valid up to 3 months post end of contract. PBG Should be only from Nationalised banks. |
| 12 | Bid Validity Period | 120 days from the last date (deadline) for submission of bids. |
| 13 | Contract Period | 3 years from the date of CoOP |
| 14 | **Contact Details**<br>Shri.Dinesh Sonawane<br>Maharashtra Pollution Control Board, 3rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022<br>Tel:022-24087295          Email ID: eic@mpcb.gov.in | |

**Note: Prospective Bidders may visit MPCB Office for any further information / clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission**

### 2.1 Tender Schedule

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

| Sr. No. | Activity | To be performed by | Start | | Expiry | |
|---------|----------|--------------------|-------|------|--------|------|
| | | | Date | Time | Date | Time |
| | | | | | | |
| 1 | Release of E-Tender | Department | 27/12/2022 | 11:00 | 27/12/2022 | 11:30 |
| 2 | E-Tender Download | Bidder | 28/12/2022 | 11:00 | 05/01/2023 | 17:00 |
| 3 | Queries from Bidders | Bidders | 28/12/2022 | 11:00 | 05/01/2023 | 17:00 |
| 4 | Pre-bid Meeting | Department | 09/01/2023 15:00Hrs | | | |
| 5 | Bid Submission | Bidders | 28/12/2022 | 13:00 | 18/01/2023 | 17:00 |
| 6 | Technical Bid Opening (Envelope - 1) | Department | 20/01/2023 | 15:00 | 20/01/2023 | 17:00 |
| 7 | Price Bid Opening (Envelope - 2) | Department | To be announce later | | | |
| 8 | Presentation | Department | To be announce later | | | |

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

# 3. Instructions to Bidders

### 3.1 Introduction of MPCB

Maharashtra Pollution Control Board (MPCB) is implementing various environmental legislations in the state of Maharashtra, mainly including Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981 and some of the provisions under Environmental (Protection) Act, 1986 and the rules framed there under like, Biomedical Waste (M&H) Rules, 1998, Hazardous Waste (M&H) Rules, 2000, Municipal Solid Waste Rules, 2000 etc. MPCB is functioning under the administrative control of Environment Department, Government of Maharashtra. The Board, therefore has to interact with industries and other institutions for granting consent to carry out operations under the current norms

### 3.2 Background

MPCB has an on-site state of the art Data Centre, which is the nerve center. The Data Centre consists of Hyper Converged and Converged infrastructure for Servers and Storage along with Enterprise Security infrastructure. The Data Centre hosts the key applications for MPCB and the industry. It is seamlessly connected to all its Regional Offices (ROs), Sub-Regional Offices (SRO) and laboratories setup across the State through a robust SD-WAN. VM Ware is used as a tool for virtualization. Elaborate security infrastructure consisting of Next Generation Firewall, Web Access Firewall (WAF) with SIEM has been deployed to prevent any external threats to the MPCB Network. The Data Centre is ISO 27001 Certified.

Considering the availability and business continuity needs of MPCB, a Disaster Recovery solution has been deployed by MPCB. The DR setup is hosted in a private cloud with a TIER IV Data Centre in Bengaluru (a different seismic zone). The current DR services and operations are managed by the Service Provider hosting the Private Cloud. Services being availed include hosting of hardware, Security, Storage, Replication through tools and automated Orchestration of transition from DC to DR and DR to DC.

The processes to manage both the setups are clearly defined and regularly tested and updated, if required. The entire performance is governed to give the defined RTO and RPO. Strict SLA for performance and uptime are part of the contract of the Service Provider.

### 3.3 Objective of the RFP

Over the past three years, the MPCB DC has undergone major changes. For the Business Continuity in case of disaster, DR setup has to be in line with the current and future DC setup. Also the DR connectivity and services required from the Cloud Service Provider or Managed Service Provider requirements have also undergone drastic changes. MPCB wants to shift their DR platform from a Private Cloud to a Cloud based DR.

The objective of this RFP document is to choose a most suitable Service Provider based on open e-tendering system. The RFP documents gives all the necessary information to the prospective bidders giving them equal opportunity to understand current setup of MPCB and expectations from the ServiceProvider, once selected.

### 3.4 Tenure of the Contract

1. The Successful Bidder will have to complete the one time supply, installation, testing and commissioning of the cloud based Disaster Recovery Solution within THREE (3) months of LoA and seek a Certificate of Operation (CoOP) from MPCB.
2. The Successful Bidder will be required to provide Managed Services as defined in the Scope of Work under a given SLA for a period of THREE (3) years.
3. In case MPCB is not satisfied with the performance of the selected agency, MPCB reserves the right to terminate the contract with such agency.

### 3.5 Completeness of Response

4. The response to this RFP should be full and complete in all respects.
5. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD.

### 3.6 Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and MPCB shall not be held responsible for any cost incurred by the bidder.
2. Submission of a bid does not entitle the bidder to claim any cost and rights over MPCB and MPCB shall be at liberty to cancel any or all bids without giving any notice.
3. All materials submitted by the bidder shall be the absolute property of MPCB and no copyright /patent etc. shall be entertained by MPCB.

### 3.7 Bidder Inquiries

1. Bidder shall E-Mail their queries, as per details in the format as prescribed in the Annexure 1.
2. The response to the queries will be published on https://mahatenders.gov.in. No telephonic / queries will be entertained thereafter.
3. This response of MPCB shall become integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses.

### 3.8 Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
2. The Bidders are advised to visit the aforementioned websites/portal on regular basis to check for necessary updates. The MPCB also reserves the right to amend the dates mentioned in this RFP.

### 3.9 Supplementary Information to the RFP

1. If MPCB deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP.
2. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

### 3.10 MPCB's right to terminate the process

1. MPCB may terminate the RFP process at any point of time and without assigning any reason.
2. MPCB reserves the right to amend/edit/add/delete any clause of this Bid Document.
3. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-Tendering portal.

### 3.11 Earnest Money Deposit (EMD)

1. Bidders shall submit, EMD as defined in this RFP.
2. Bidders are required to submit an Earnest Money deposit (EMD) online for an amount of **INR 5,00,000 (Rs. Five Lakh only)**. Please refer RFP for the payment of the same. Bids of the bidders who have not paid the EMD as stipulated in this RFP, will be rejected by MPCB as non-responsive. No exemptions to this clause will be allowed
3. Unsuccessful Bidders'EMD will be returned within 30 days from the date of finalization of the tender. EMD of successful bidder will be returned only after submission of Performance Bank Guarantee.
4. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to the all Bidders (including the Successful Bidder(s)) without any accrued interest on it.
5. The Bid submitted without EMD or with EMD which does not conform to RFP clauses, mentioned in this document, will be summarily rejected.
6. The EMD may be forfeited:
   a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
   b. In case of a Successful Bidder(s), if the Bidder fails to sign the contract in accordance with the terms and conditions.
   c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
   d. If, during the bid process, any information is found false/fraudulent/mala fide, and then MPCB shall reject the bid and, if necessary, initiate action.
7. The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

### 3.12 Authentication of Bid

1. Authorized person of the bidder who signs the bid shall obtain the Power of Attorney from the bidder, which shall be submitted with the Bid.
2. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

### 3.13 Language of Bids

1. This bid should be submitted in English language only.
2. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submit with the bid, and English translation shall be validated at MPCB's discretion.

### 3.14 Patent Claim

1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim.
2. If the Successful Bidder fails to comply and MPCB is required to pay compensation to a third party resulting from such Infringement, the Successful Bidder shall be responsible for such compensation, including all expenses, court costs, lawyer fees etc.
3. MPCB shall give notice to the Successful Bidder(s) of any such claim and recover it from the bidder.

### 3.15 Submission of bids

The bidding process will be a TWO (2) bid system, comprising of the following two bids viz.

1. Envelope – 1 Technical Bid

The information to be submitted by the bidders as Envelope 1 (Cover 1) are mentioned

2. Envelope – 2 Financial Bid / Price Bid

The information to be submitted by the bidders as Envelope 2 (Cover 2) are mentioned in Section 6.2 and in the given BOQ Format

### 3.16 Bid Submission Instructions

8. Complete bidding process will be online (e-Tendering) in two (2) envelope system. Submission of bids shall be in accordance to the instructions given in the Table below:

| Table: Documents Required | | | |
|---|---|---|---|
| Sr.No. | Document Type | Document Format | Online Submission |
| **TenderFee &EMD and Eligibility Details - Envelope –A** | | | |
| 1. | Tender Fee | Online Payment of **INR 10,000**/- & scanned copy of the receipt | Yes |
| 2. | EMD | Online Payment of **INR 5,00,000**/- & receipt/scanned copy to be submitted online with the proposal | Yes |
| 3. | Technical Proposal | Eligibility criteria Proposal shall be prepared in accordance with the requirements specified in Section 3.22and 3.23<br><br>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP. | Yes |
| **Commercial Bid– Envelope –B** | | | |
| 4. | Commercial Proposal | The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP. | Yes |

9. The following points shall be kept in mind for submission of bids;
10. MPCB shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a

different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.

11. The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.

12. The prices should be quoted in Indian Rupees only.

13. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.

14. MPCB may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

15. Financial Proposal shall not contain any technical information. Similarly, technical proposal with any financial cost related information shall be summarily rejected and the bidder shall be disqualified from the tender process.

16. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.

17. Proposals sent by fax/ post/ courier shall be rejected.

18. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are uploaded on the portal well within time and MPCB shall not entertain any re- presentation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

## 3.17  Late Proposal

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system.

## 3.18  Modification and Withdrawal of Proposals

1. No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by MPCB in the RFP.

2. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

## 3.19  Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP.

2. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the MPCB.

### 3.20 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### 3.21 Bid Opening and Evaluation Process

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
2. MPCB reserves rights at all times to postpone or cancel a scheduled Bid opening.
3. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MPCB will continue process and open the bids of the all bidders.
4. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MPCB has the right to reject the bid after due diligence is done.

### 3.22 Tender Evaluation Committee

1. MPCB shall form a Tender Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.
2. The TEC shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the TEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
4. The TEC may ask for meetings with the bidders to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
5. The TEC reserves the right to reject any or all proposals entails the basis of any deviations.
6. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.
7. The TEC would submit its decision to the competent authority whose decision would be final and binding upon the bidders.

### 3.23 Evaluation Process

1. TEC shall review the proposal of the Bidders to determine whether the requirements as mentioned in Section 3.24 and 3.25of the RFP are met. Incomplete or partial Proposals are liable for disqualification.

2. **Bid Evaluation shall be conducted following** Quality Cum Cost Based Selection (QCBS) methodology

    A. In the first stage, Technical Proposals shall be opened and evaluated as per the Minimum Eligibility criteria mentioned in Section 3.24 of the RFP. Bids not meeting the Minimum Eligibility Criteria will be summarily rejected.

    B. Bids qualifying through the Minimum Eligibility Criteria will be further evaluated for their objective evaluation based on the Criteria mentioned in section 3.25. A cut off for the Technical score will be defined. The Technical scoring for respective bidders will be worked out as elaborated in Section 3.27.

    C. In the Second stage, Financial Proposal of those Bidders who qualify in Eligibility Criteria, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address. The Financial / Price Bids, of those bidders who do not achieve the cut off / minimum Technical qualification score, will not be opened.

    D. At the end of two stages, Weighted Technical and Price bid scores (only of those bidders who qualify as per the minimum Technical Score) will be added to arrive at a Composite score of each of the bidder. The Bidder with the highest Composite score will be declared as the Successful Bidder, subject to all supporting documentation being in order.

3. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules and rules defined in this RFP.

4. Please note that TEC may seek inputs from their professional, external experts in the bid evaluation process.

### 3.24 Minimum Eligibility Criteria

Minimum Eligibility Criteria is a set of PASS / FAIL criteria. Not complying to even one of the listed criteria will render a bid to be unresponsive. The Bidders must comply to each of the criteria listed below and should submit sufficient documentary proof as mentioned in the table.

| S. N. | Minimum Eligibility Criteria | Document to be submitted |
|---|---|---|
| EC 1 | The bidder should be "A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008, since last 5 years in business of Cloud Service Provider (CSP) or Managed Services Provider (MSP). The proposed DC and DR to have Jurisdiction in India | ▪ Certificate of Incorporation / Partnership deed<br>▪ Copy of PAN Card<br>▪ Copy of GST Certificate with GST Number<br>▪ Copy of Power of Attorney<br>▪ Declaration on letterhead giving proposed DataCentre details and confirming the India Jurisdiction<br>**Annexure 1 – Document 1 to 6** |
| EC2 | The bidder should be profitable in last three | ▪ Duly filled Format for Financial years |

| S. N. | Minimum Eligibility Criteria | Document to be submitted |
|---|---|---|
| | financial years (FY 2019-2020, 2020-2021, 2021-2022) as on last date of submission. | 2019-2020, 2020-21, 2021-22 to be submitted on the letterhead of the Chartered Accountant **Annexure 1 – Document 7** |
| EC 3 | The Bidder should be Cloud Service Provider (CSP) / Managed Service Provider duly authorized by the Cloud Service Provider qualifying / compliant to the Criteria laid down in the RFP. | For CSP: Self Declaration along with the compliance Form For MSP: Authorisation Form from CSP with Compliance Form **Annexure 1 – Document 8** |
| EC 4 | The Third Party Equipment / Software being quoted should be 100% compliant to the Minimum Technical Specifications / Requirement and the Bidder should be authorized by the OEM | Declaration by the respective Manufacturer /OEM on their letterhead giving 100% compliance to the specifications asked in the RFP and Authorisation for the Bidder, duly signed and stamped, in the format given **Annexure 1 – Document 9** |
| EC 5 | The bidder should have an experience of having successfully completed similar work as defined below: **Providing Managed ITServices on a Cloud Platform having minimum value of Rs. 3 Crores** For the purposes of evaluation of responses to this RFP, similar work shall mean assignments in India (should have been completed within the past 5 years) which have been for central government/state government/national or international donor/PSU agencies. | "Work Order/Purchase Order" OR "Completion Certificate from Client" The supporting documents shall mandatorily mention the value of project, quantity and duration of the contract. **Annexure 1 – Document 10** |
| EC 6 | The bidder shall have at least ONE (1) office in the state of Maharashtra | GST Certificate / Shop Act License mentioning the address **Annexure 1 – Document 11** |
| EC 7 | The bidder should not have been blacklisted/ banned / debarred by any Government (State / Central) / Semi Government / Corporation / PSU in India in last 5 years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices | Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in **Annexure 1 – Document 12** |
| EC 8 | The Bidder should have paid the Tender Fees by online mode | Copy of the Receipt **Annexure 1 – Document 13** |
| EC 9 | The bidder should have paid the Earnest Money Deposit (EMD) as mentioned in the RFP | Copy of the EMD paid **Annexure 1 – Document 14** |

## 3.25 Technical Bid Evaluation – Scoring

The Bids qualifying through the Minimum Eligibility Criteria will be graded as per the criteria mentioned in the table below.

| Sr. No. | Criteria | Graded Marks | Max. Marks | Testimonial to be presented |
|---|---|---|---|---|
| **1** | **Financial** | | **5** | |
| | Annual Turnover (T) of the organisation forfinancial year 2021-2022 | | | Certificate from CA |
| | T <Rs10.00 Crores but ≥ 20.00 Crores | 2 | | |
| | T <Rs. 20.00 Crores but ≥ 50.00 Crores | 3 | | |
| | AT ≥ Rs. 50.00 Crores | 5 | | |
| **2** | **Organisation capabilities** | | **55** | |
| A | No. of different Seismic / Earthquake Zones[1] outside Mumbai where bidder is operating Tier-III or better DC having Uptime certification for Design + Build | 10 | | Self Attested List of Data Centers with valid Address proof indicating Seismic Zone and valid Uptime certificate for Design + Build |
| | No. of Seismic Zone = 1 | 5 | | |
| | No. of Seismic Zone =2 | 7 | | |
| | No. of Seismic Zone =3 | 10 | | |
| B | Number of owned certified Tier-III Data Centers being operated in India | 15 | | Self declared List and Copies respective certificate with address and contact |
| | DataCenter = 1 | 7 | | |
| | Data Centers > 1 but ≤ 3 | 12 | | |
| | Data Centers > 3 but ≤ 5 | 15 | | |
| C | Certified Resources on company roll for at least 6 months | 30 | | |
| | Certified OS  Resources ≥ 5 | 5 | | |
| | Certified Virtualisation  Resources ≥ 5 | 5 | | |
| | Certified Orchastration Resources ≥ 5 | 5 | | List of resources and copies of certificates |
| | Certified DB (SQL)  Resources ≥ 5 | 5 | | |
| | OEM Certified Network and Security Engineers ≥ 5 | 5 | | |
| | Certified Cloud Resources ≥ 5 | 5 | | |
| **3** | **Past Experience** | | **20** | |
| | Completed Orders for managed services  for value ≥ Rs. 2 crore p.a. in any of 5 years ending 31st March 2022 | Five (5) Marks per Order | | Self declared List and Copies of the orders in the format given |
| **4** | **Presentation on Implementation Methodology & Support** | | **20** | Write-up of the plan and actual presentation to be included in the Technical Bid |
| | **TOTAL MARKS** | **100** | | |

### 3.26  Commercial Bid Evaluation

1. The selection of successful Bidders will be done on Quality cum Cost Based Selection (QCBS) methodology. The methodology and respective weightages are mentioned in the Section 3.27below.

2. The Bidders complying with the Eligibility Criteria mentioned in Section 3.24and who have paid the Tender Fees and EMD Fees as specified in the RFP, shall be considered as "substantially responsive" bids.

3.  The Commercial Bids will be opened on the prescribed date in the presence of bidder representatives or as decided by MPCB.

4.  The bidders should necessarily give the commercial details in the format given in this RFP. The commercial proposals should be given in the prescribed format only and in accordance to the details, terms and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects).

5.  In case the selected bidder does not quote for or provision for cost/expenses required to meet the requirements of the RFP, the selected bidder shall be solely responsible for those and shall provide them, without any additional cost to MPCB.

6.  The bidder is expected to price all the items and services sought in the RFP and proposed in the Technical Proposal. In case a Bidder fails to mention the cost of a line item, the bidder will be disqualified from further evaluation. The Bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of its work and must cover the entire Contract Period.

7.  The Commercial Bids of non-qualified Bidders shall be rejected and EMD shall be refunded only after work order is awarded against this tender to the Successful Bidder.

8.  In the event that any successful bidder withdraws or is not ready for engagement for any reason, MPCB may invite the Bidder with the Bidder having the second best composite score.

9.  MPCB may extend the validity of this contract based on the mutual consent with the successful Consultant.

10. The detailed roles and responsibilities of Selected Agency are mentioned in Scope of work.

11. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.

12. MPCB does not guarantee that all line items from Commercial Format shall be utilized by MPCB. The actual line items used may be more or less. The payment shall be made for only those line items which are used based on unit cost quoted for the particular item on actual work is undertaken. MPCB can vary the quantity by ±25% during the tenure of the contract and the successful bidder will have to undertake the deliverables at the rates mentioned in the bid.

13. The Bidder needs to account for all expenses in the Financial Bid including transport, insurance, consumables, etc. along with out of Pocket expenses due to Boarding, Travelling, Lodging and other related items. MPCB shall not be liable to pay any additional cost apart from that mentioned in the Commercial Bid Format filled by the bidder and as specified in the RFP.

14. MPCB may seek clarifications from the bidder on the Technical Proposal. Any of the clarifications by the bidder on the Technical Proposal should not have any commercial implications. The Commercial Proposal submitted by the bidder should be inclusive of all the items in the Technical Proposal and should incorporate all the clarifications provided by the bidder on the Technical Proposal during the Technical Evaluation.

15. The bidder shall fill rates for all the line items. If rate for any item is not provided by the bidder or provided in format other than defined in this RFP, then MPCB reserves the right to reject the bid.

16. The rates specified by the Bidder in this RFP for all line items shall be valid for entire duration of contract.
17. The Commercial Proposal shall not contain any technical information.

## 3.27  Quality cum Cost based Selection Methodology for Evaluation of this RFP

The following methodology and weightages will be used for objective evaluation of each of the bids.

### 1. Technical Bid Evaluation

Based on the documentation submitted by each of the bids, the bids will be given a score out of Maximum 100. Each responsive Bid will be attributed a technical score denoted by symbol "S(t)". The technical score shall be out of a maximum of 100 marks.

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

After technical evaluation, MPCB will rank the bidders in descending order of their technical scores with the top ranked bidder having the highest technical score. If any bidder is found to be technically inadequate to the requirements of MPCB, i.e. if S(t) <**75**, then that bidder's bid would be deemed non-responsive for further evaluation and would not be considered further in the bidding process.

If in case, after technical evaluation, only one bidder is found to be responsive & eligible, i.e. if the technical marks of only one bidder are more than or equal to **75**, the Board will decide an acceptable price band and open Price Bid of the only eligible bidder. If the price bid of the bidder falls within the price band specified by the Board, the bidder will be declared as the SUCCESSFUL BIDDER.

### 2. Financial Bid Evaluation

The price bids of only technically successful bidders whose technical Bids have been awarded 75 or more marks will be opened.

The evaluation will carried out if Price bids are complete and computationally correct.

Lowest Price bid denoted by symbol "P (m)" will be allotted a Price score of 100 marks. The Price score of all the bidders will be denoted by the symbol "S (p)". The Price score of other bidders will be computed by measuring the respective weighted Price bids against the lowest bid i.e. P (m)

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

### 3. Computation of Composite score

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

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

Thus the composite score shall be out of a maximum of 100 marks and will be computed up to TWO (2) decimal points.

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

### 4. Award Criteria

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

The Bidder having the highest Composite Score will be termed as the Successful Bidder.

In case, two or more bidders have the same composite scores, the Bidder with the highest technical score will be declared as the successful bidder.In case, two or more bidders have the same composite scores & technical scores, MPCB will decide further criteria of evaluation, which will be binding on all bidders to accept without contest.

### 3.28  RFP Selection Process

1. MPCB through this Request for Proposal (RFP) intends to get quote only from reputed technically qualified bidders.
2. All the bidders will be assessed against the Eligibility criteria mentioned in Section 3.21
3. The financial offer of the bidders fulfilling the Eligibility criteria shall be opened for further evaluation. Bidders are also requested to submit their financial quotation in the format provided in the RFP.
4. In case of discrepancies between rates quoted in amounts and in words by the bidder, the lower of the two will prevail and will be used to determine the Successful Bidders as per criteria provided in the RFP.
5. If any information provided by the Bidder is found to be inaccurate at any stage of the RFP process, MPCB may, at its discretion, reject the offer and no correspondence will be entertained in this regard. Submission of wrong and / or false information may also disqualify the Bidder from any future work from MPCB.
6. MPCB reserves the right to negotiate with the Successful Bidders as per CVC guidelines or any equivalent norms. If the negotiation becomes unsuccessful then MPCB may negotiate with the next qualified bidder.

### 3.29  Bid Validity

1. The offer/proposals submitted by the Bidders shall be valid for minimum period of 120 days after the last date of bid submission prescribed by the department.

2. In exceptional circumstances, prior to the expiration of the bid validity period, the department may request bidders to extend the period of validity of their bids.

3. The request and the responses shall be made in writing. In event of such extension, department shall request Bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.

4. In event of such extension, Bidders shall submit new Bank Guarantee submitted as EMD to cover the extended period of validity of their bids.

5. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid.

6. If the date up to which the bid is to remain valid happens to be a holiday for the department, the bid shall automatically remain valid up to the next working day.

## 3.30 Price and Information

1. The bidder shall quote for this project as per the requirements of the RFP and in the format mentioned in Section 6.2.

2. All the prices will be in Indian Rupees.

3. The bidder should quote the fee considering all costs including the costs for insurance for the Warranty Period of Three years, travel / stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the Contract. The bidders should study the Scope of Work as per Section 4, to have understanding of all the associated costs of the project.

4. The bidder should indicate the GST currently applicable and the same will be reimbursed at actuals as applicable from time to time.

5. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever withinthe period of the validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

6. All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

## 3.31 Payment Terms

The following payment terms will be offered to the Successful Bidders upon completing the necessary formalities and rendering deliverables as mentioned in Section 4 (Scope of Work).

1. Within 15 days of MPCB issuing the LoI / LoA / Work Order, the Successful Bidder, at its cost, charges and expenses will submit a PBG for an amount equivalent to 5% of the value of the contract in favour of MPCB. The PBG shall be in the form of a guarantee/s of a Nationalised Bank acceptable to MPCB and shall be valid for 42 months from the date of issuance ofLoA.

2. The Price Bid mentions THREE (3) components of the Total Bid Value viz. Equipment cost (A), One time Installation, migration and Commissioning cost (B) and the OPEX cost (C). Upon completion of the deliveries of all the equipment at DR sites, MPCB will release an amount equivalent to 80% of the equipment cost (A), including associated GST.

3. Upon MPCB issuing a CoOP to the Successful Bidder, MPCB will release further amount equivalent to 20% of the equipment cost (A), and 100% of the onetime cost towards installation, migration and commissioning (B) including GST.

4. The OPEX cost (C) will be paid in TWELVE (12) equal instalments as quarterly arrears, from the date of issue of CoOP, MPCB will be using the services on "pay per use" basis and hence the final value for the respective quarter will be based on actual usage of resources during the period.

5. All the payments at each stage will be made after deducting penalties for the stage, if applicable. The penalties applicable at various stages are mentioned in Section 3.32

6. All payments will be made vide a crossed cheque payable in Mumbai, within 30 days of submission of invoice, after deducting applicable TDS, if any.

### 3.32  Penalties

It is expected that the Successful Bidder will complete all the deliverables as per the given timelines and as per the expected and defined performance norms. In case there are any defaults / delays from the Successful Bidder during the various phases of execution, MPCB will levy penalties. The same will be recovered from the next stage payment or in the extreme case, by invoking the Performance Bank Guarantee. The maximum penalty is capped @ 10% of the contract value. In case the penalty amount breaches 10% cap, MPCB may terminate the contract on account of unsatisfactory performance of the Service Provider. The various penalties are listed below

| Sr. No. | Project Phase | Penalty Type | Penalty Amount |
|---|---|---|---|
| 1 | Supply, installation and Commissioning of the Setup | Delay beyond 3 months from LoA | 1% of the order value for the delay of each week or part thereof |
| 2 | Execution | Infrastructure Availability / Uptime in percentage (%) | 99.50 – 99.00: 0.5% of Contract value<br>99.00 – 98.50: 1% of Contract value<br>98.50 – 98.00: 2% of Contract value |
| | | Missing the DR Drill | For delay of every month or part thereof beyond SIX months from the previous DR Drill, a penalty of 0.5% of contract value. |
| | | Instances of RPO breach | A penalty of 0.5% for every instance of breach per hour beyond agreed RPO<br>In case the RPO is breached thrice in an year, MPCB may terminate the contract. |

MPCB will consider genuine request for extension of time, if so made by the Successful Bidder, taking into account the reasons for such extension and grant extension of time at their discretion.

MPCB shall record the reason in such action with facts and figures. The grace period will not be granted if the extension is necessitated due to the default on the part of the Successful Bidder.

### 3.33 Indemnification

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

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

### 3.34 Signature

1. A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document.
2. All obligations committed by such signatories must be fulfilled.

### 3.35 Conditions under which RFP is issued

1. This RFP is not an offer and is issued with no commitment. MPCB reserves the right to withdraw the RFP and change or vary any part thereof, at any stage. MPCB also reserves the right to disqualify any bidder should it be so necessary at any stage.
2. Timing and sequence of events resulting from this RFP shall ultimately be determined by MPCB.
3. No verbal conversations or agreements with any official, agent, or employee of MPCB shall affect or modify any terms of this RFP and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of MPCB shall be superseded by the definitive agreement that results from this RFP process. Verbal communications by MPCB to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than MPCB.
4. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MPCB or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
5. Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of MPCB to leave the department or any other officials involved in this RFP process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of MPCB.

### 3.36 Right to the content of Proposal

1. All proposals and accompanying documentation of the Technical Proposal will become the property of MPCB and will not be returned after opening of the Technical Proposals.

2. MPCB is not restricted in its rights, to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders.
3. MPCB shall not be bound by any language in the proposal indicating the confidentiality of the proposal, or any other restriction on its use or disclosure.

### 3.37 Non-Conforming Proposal

A proposal may be construed as a non-conforming proposal and ineligible for consideration if:
1. It does not comply with the requirements of this RFP.
2. It does not follow the format requested in this RFP or does not appear to address the requirements as specified by the directorate.

### 3.38 Correction of errors

1. The bidder is advised to take adequate care while quoting the rates. No excuse for corrections in the quoted rate will be entertained afterwards.
2. The corrections or overwriting in bid document should be initialled by person signing the Bid form.

### 3.39 Corrections to Arithmetic errors

1. In case of discrepancies between Commercial Bid calculated by the bidder in numbers and words, the lower of the two will prevail and will be used to determine the Successful bidders as per criteria provided in RFP.
2. Bidders shall accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid.

### 3.40 Disqualification

The Bid from the bidders is liable to be disqualified in the following cases:
1. Bid not submitted in accordance with the bid document.
2. Technical Proposal contains details related to cost.
3. The bidder qualifies the bid with its own conditions.
4. During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
5. Bid is received in incomplete form and / or received after due date and time.
6. Bid is not accompanied by all requisite supporting documents.
7. Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
8. Non - fulfilment of any condition / term by bidder.

### 3.41 Acknowledgement of Understanding

By submitting the proposal, each bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, scope of work, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### 3.42  Site visit by Bidder

1. The bidder may visit the relevant Section(s) / Departments at MPCB at any time to be agreed with MPCB and obtain for itself on his own responsibility all information related to any specific process.
2. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing.
3. The cost of such visits to the site(s) shall be at the bidder's own expense.

### 3.43  Award Criteria

Post the evaluation process indicated in Section above, MPCB will award the Contract to the Selected Agency as defined in this RFP Section 3.27(4).

### 3.44  MPCB's Right to accept any Bid and to reject any or All Bids

MPCB reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MPCB's action.

### 3.45  Letter of Intent / Letter of Award

1. Prior to the expiration of the period of bid validity, MPCB will notify the Successful Bidder(s) in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted.
2. The Letter of Intent will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, MPCB will promptly notify each unsuccessful bidder(s).

### 3.46  Signing of Contract

MPCB shall notify the Successful Bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with MPCB within the time frame mentioned in the Letter of acceptance to be issued to the Successful Bidder by MPCB.

### 3.47  Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the Successful Bidder(s) to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event MPCB may invite the next best bidder for negotiations or may call for fresh RFP.

### 3.48  Non-Disclosure Agreement (NDA)

The Successful Bidder(s) has to sign the Non- Disclosure Agreement with MPCB.

### 3.49  Performance Bank Guarantee (PBG)

1. Performance Bank Guarantee is governed for supplies and services as follows:
    a. The bidder shall carry out the supply and services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.

b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidder on payment of Performance Bank Guarantee in the form of a Bank Guarantee.

2. The selected bidder shall deposit the Performance Security as follows:
   a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised Bank, of value and validity of 42 months, as defined this tender document.
   b. The Performance Bank Guarantee should be furnished within 15 Working Days from the date of issue of Letter of Intent / Award.
   c. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
   a. Any amount imposed as a fine by MPCB for irregularities Committed by the bidder.
   b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
   c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
   d. Any other outstanding amount.

4. Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.

### 3.50  Right to Vary the Scope of Work at the time of Award

1. MPCB reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement.
2. If any such change causes an increase or decrease in the total value of contract, or the time required for the Bidder's performance of any part of the work under the resultant Agreement, whether changed or not changed by the order, it shall be based on the unit prices quoted by the Bidder. Based on the revised scope, payment shall be calculated based on unit prices and MPCB shall be liable to pay only the revised amount, irrespective of the Total Cost mentioned in the Contract.
3. Payment to the Successful Bidder shall be made on monthly basis on the actual completion of scope of work and deliverables by the Bidder to MPCB's satisfaction.
4. The decision of MPCB shall be final and binding upon the SSP.

### 3.51  Governing Laws

The contract shall be governed by the laws and procedures established by Govt. of India and Government of Maharashtra, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

# Section II:

# Current Infrastructure

# Proposed Solution

# Scope of Work

# 4. Current Infrastructure

## 4.1 Background and Overview

MPCB has an on-site state of the art Data Centre, which is the nerve center. The Data Centre consists of Hyper Converged and Converged infrastructure for Servers and Storage along with Enterprise Security infrastructure. The Data Centre hosts the key applications for MPCB and the industry. It is seamlessly connected to all its Regional Offices (ROs), Sub-Regional Offices (SRO) and laboratories setup across the State through a robust SD-WAN. VM Ware is used as a tool for virtualization. Elaborate security infrastructure consisting of Next Generation Firewall, Web Access Firewall (WAF) with SIEM has been deployed to prevent any external threats to the MPCB Network. The Data Centre is ISO 27001 Certified.

Considering the availability and business continuity needs of MPCB, a Disaster Recovery solution has been deployed by MPCB. The DR setup is hosted in a private cloud with a TIER IV Data Centre in Bengaluru (a different seismic zone). The current DR services and operations are managed by the Service Provider hosting the Private Cloud. Services being availed include hosting of hardware, Security, Storage, Replication through tools and automated Orchestration of transition from DC to DR and DR to DC.

The processes to manage both the setups are clearly defined and regularly tested and updated, if required. The entire performance is governed to give the defined RTO and RPO. Strict SLA for performance and uptime are part of the contract of the Service Provider.

## 4.2 Details of Current Infrastructure

The current setup is elaborated in this section. The entire setup is explained as a combination of multiple sub-system. Each of the sub-system is a purpose built equipment.

### 4.2.1 Overview of the Data Centre Network

The following figure gives a snapshot of the Data Centre Components. Each of the components are briefly explained subsequently.
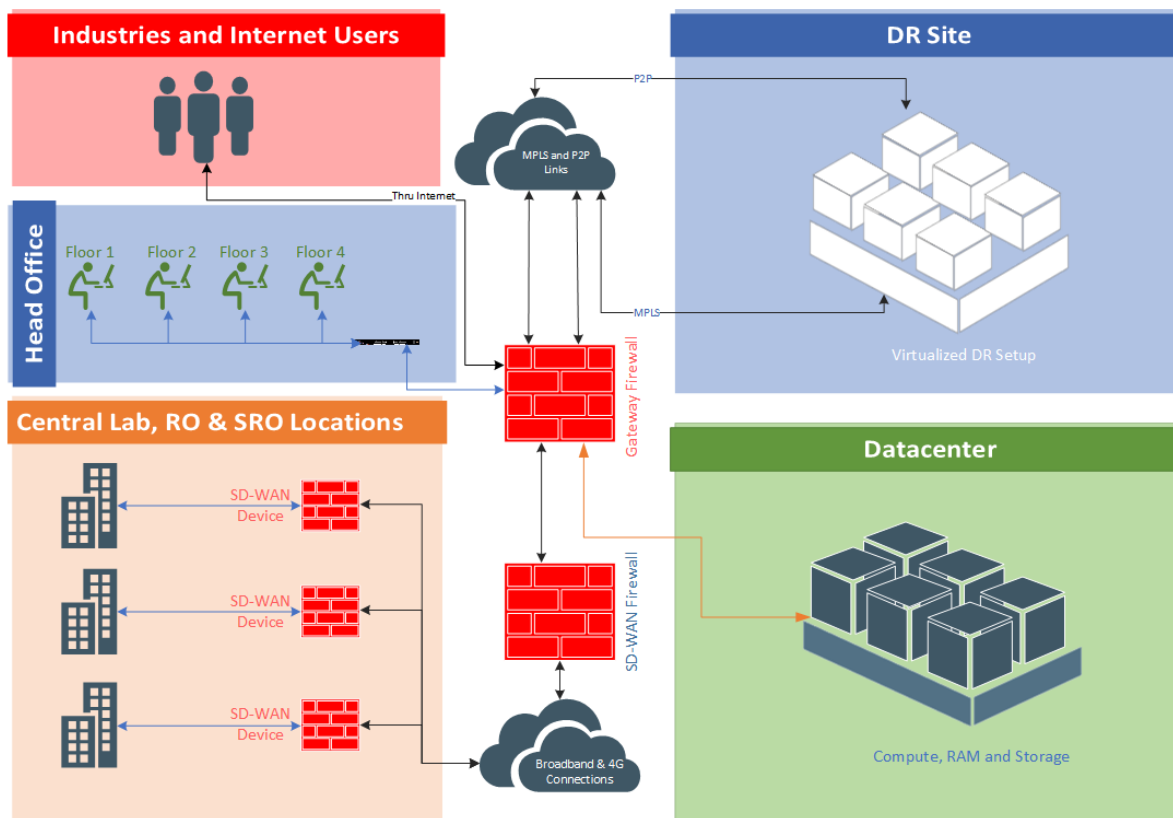
The figure above depicts the key components and their interconnectivity.

### 4.2.2   Data Centre Network Schematic

The following figure depicts the network infrastructure at DC.

**MPCB Network Diagram**
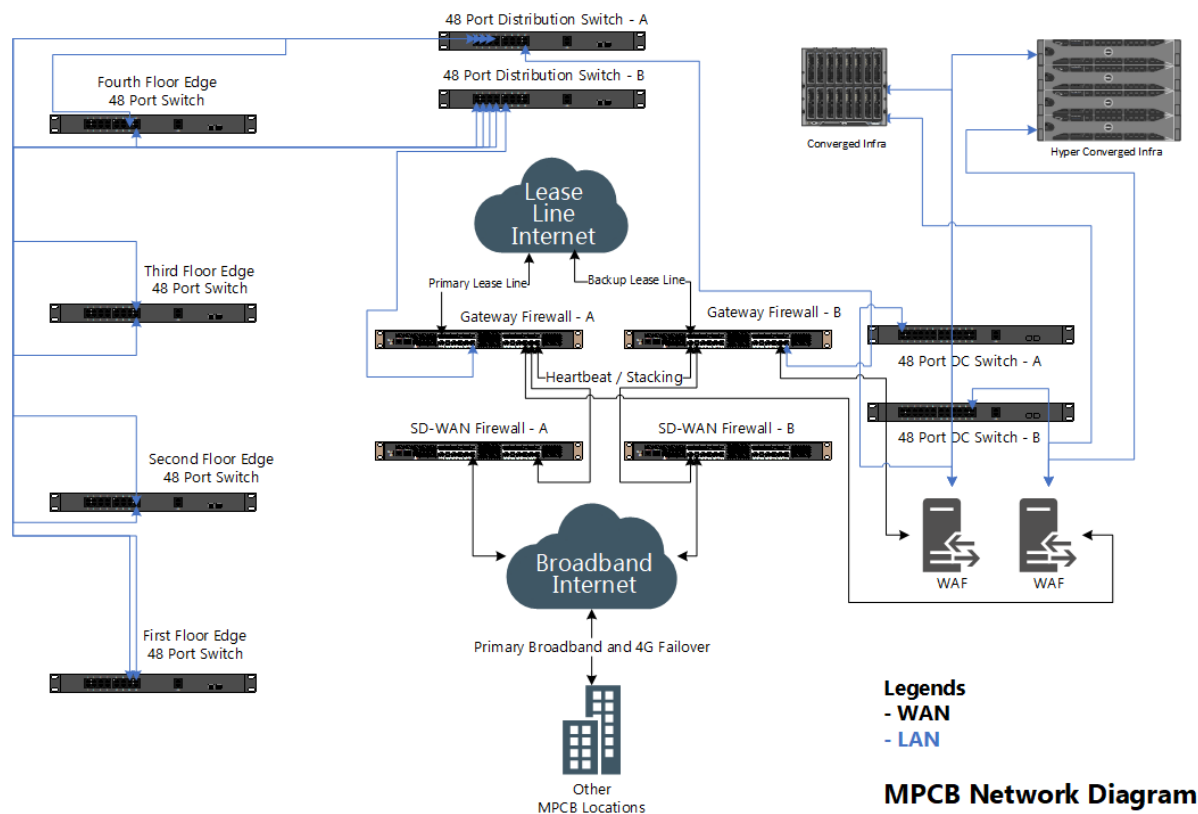
**Local Area Network (LAN):**The schematic clearly depicts the Core Switches in HA mode and the Firewall in HA mode. Connectivity of the Converged and Hyper-converged Server infrastructure to the rest of the Local Network at HO is clearly depicted along with Web Access Firewall (WAF).

**Wide Area Network (WAN):**SD-WAN is used for connecting the MPCB locations across the state to the HO. By implementing SD-WAN, MPCB has automated the traffic flow & prioritization of applications sent over the WAN links. This has also managed the failover of WAN links improving user experience in accessing central resources, applications, and internet. SD-WAN offers MPCB a Full Mesh performance optimized network

### 4.2.3   Network Security Infrastructure deployment
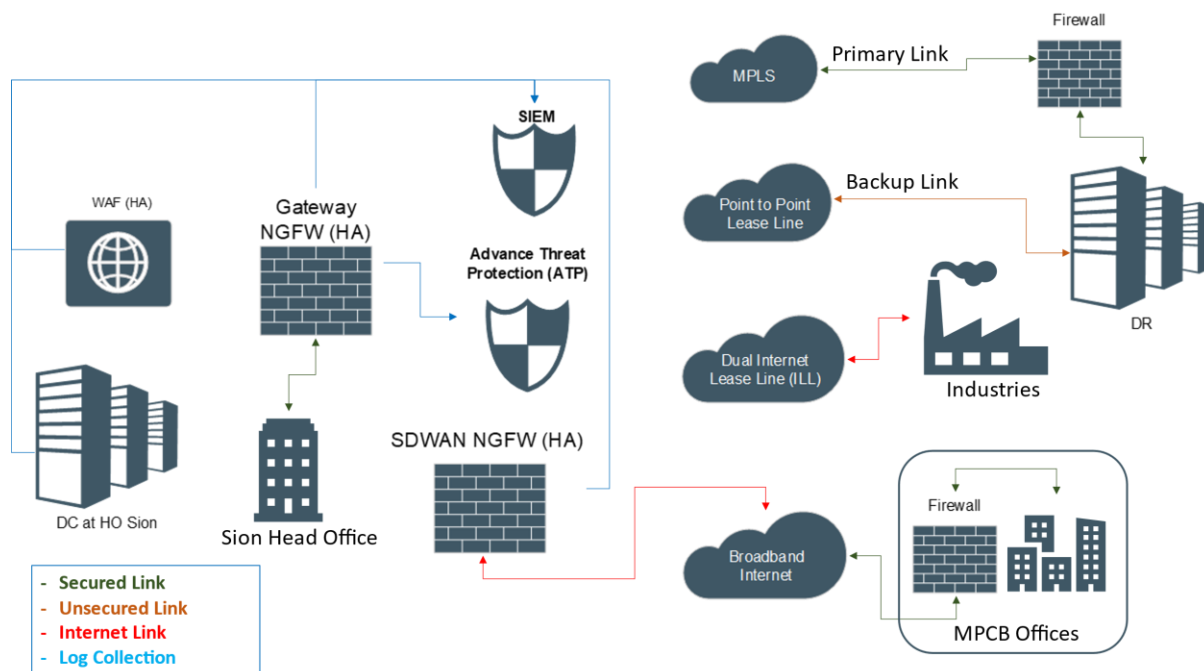
MPCB network gateway is protected with NGFW in HA. The firewalls act as single gateway for LAN, DMZ, SDWAN and WAN environment. The entire traffic passes through the gateway firewall.

Gateway firewalls are connected to **Advance Threat Protection** (ATP) appliance. **ATP** uses a combination of reputation-based checks, static file analysis and SonicWall's patented Real-Time Deep Memory Inspection™ (RTDMI) engine for dynamic analysis to ensure that it provides not only the best possible detection rate of malicious files, but also does this efficiently, in the shortest possible time. The SonicWall ecosystem of security products, already fully integrated with the cloud-delivered Capture ATP analysis, can enforce inline security with features such as Block Until Verdict.

Security Information and Event Management (SIEM) has been implemented at MPCB for forensic and analytical purpose. The **SIEM** can send alerts and notify about a possible breach / event. SIEM is a key component when carrying out forensic investigation to know what, when and how the breach happened and how and where all did it effect enterprise infrastructure as all this information is present in the logs collected from the devices.

### 4.2.4 Converged and Hyper Converged Infrastructure

Head Office DC hosts total 11 (Eleven) Servers, 4 Nos in HCI (Hyper Converged Infrastructure)and 7 Nos in CI (Converged Infrastructure **[OLD]**)

Below is list of **Production Virtual Machines (VM's)** which are hosted at DC over HCI infrastructure

| Sr. No | Application | VM Description | vCPUs | RAM | Provisioned VSAN Storage Space | Utilized Space | NIC's | Host OS |
|---|---|---|---|---|---|---|---|---|
| 1 | DMS | DMS-WebApp-VM | 12 | 24 GB | 10.61 TB | 3.71 TB | 1 | CentOS 7 (64-bit) |
| 2 | IMIS | Ecmpcb-App-VM | 24 | 72 GB | 20.07 TB | 5.59 TB | 1 | CentOS 4/5 (64-bit) |
| 3 | IMIS | Ecmpcb-Frontend-Services-VM | 6 | 16 GB | 227.46 GB | 19.02 GB | 1 | CentOS 7 (64-bit) |
| 4 | IMIS | Ecmpcb-SqlDB-VM | 24 | 64 GB | 2.99 TB | 725.94 GB | 1 | Microsoft Windows Server 2012 (64-bit) |
| 5 | OCEMS | GLens-DB-VM | 16 | 32 GB | 11.27 TB | 4.17 TB | 1 | CentOS 7 (64-bit) |
| 6 | OCEMS | GLens-UIServices-VM | 16 | 32 GB | 5.14 TB | 3.31 TB | 1 | CentOS 7 (64-bit) |
| 7 | OCEMS | GLens-WebApp-VM | 8 | 16 GB | 1.84 TB | 1.02 TB | 1 | CentOS 7 (64-bit) |
| 8 | LIMS | LIMS-SqlDB-VM | 6 | 32 GB | 333.05 GB | 136.22 GB | 1 | Microsoft Windows Server 2016 or later (64-bit) |
| 9 | LIMS | LIMS-WebApp-VM | 4 | 16 GB | 227.04 GB | 18.84 GB | 1 | CentOS 7 (64-bit) |
| 10 | Account | Payroll-WebApp-VM | 8 | 32 GB | 1.03 TB | 26.45 GB | 1 | CentOS 7 (64-bit) |
| 11 | Account | Tally | 12 | 8 GB | 255 GB | 57.4 GB | 1 | Microsoft Windows Server 2008 (64-bit) |

**It may be noted that some of the applications mentioned above are currently in "proposed" state only. Also the resource allocation shown is tentative and subject to change in the future.**

MPCB DC hosts total eleven (11) Physical Servers, where Seven (7) Half Heighted Dual Socket Blade servers are hosted in Converged environment and Four (4) servers are hosted in Hyper Converged Environment.

The all-Physical Hosts installed with VMWare virtualization environment in HA mode. All Physical hosts are connected with 10 Gb Fibre connectivity to the DC core switch.

The converged environment uses physical SAN storage, and the Hyper Converged environment uses vSAN storage virtualization to fulfil Storage requirements

### 4.2.5   Current Connectivity with DR

MPCB has DR environment hosted with one of the Cloud / Datacentre service providers in India. Where critical applications are hosted for business continuity in case the primary DC fails.

For a business continuity MPCB has hosted its data and application in a remote Datacenter in Bangalore(non-seismic zone as per GoI guidelines). Data is replicated to these servers at regular intervals using MPLS and P2P leased lines. In case of disaster at Primary Datacenter located at HO, Sion, Mumbai, the DR site will get activated and start servicing hosted applications as per pre-defined RTO and RPO. Currently the site is hosted on a private cloud at Bangalore DC. Data is replicated using MPLS (Multi-Protocol Level Switching) and P2P (Point to Point) Leased lines at regular intervals

MPCB has also hosted few other projects over cloud for business continuity and cost saving Ex: Majhi Vasundhara Portal and MPCB Website.

**MPCB Cloud / Outsourced Hosting**
MPCB has hosted few projects over cloud for business continuity and cost saving.

- **MajhiVasundhara**
- **MPCB Website**

Project **Majhi Vasundhara** and **MPCB Website** requires High bandwidth as both the sites are accessed hundreds / thousands of users at a given time. Such websites require High-end servers and internet bandwidth to provide fast and optimal experience to users.

Apart from high traffic on these sites. These sites are more at risk of being hacked. Hence, they are suggested to be kept separate from business IT environment

# 5. Proposed DR Solution

Over the past three years MPCB has made a lot of infrastructure changes at the DC end. Further, there are a lot of new applications as a part of MPCB roadmap. These applications will be part of the DC in the near future and hence will also have to be part of the proposed DR solution for Business Continuity purposes.

It is proposed to deploy dedicated Firewall, SIEM, WAF and Load Balancers at DR to protect data and avoid security breaches.

The diagram below gives a representation of the proposed DR Solution along with its connectivity to the DC
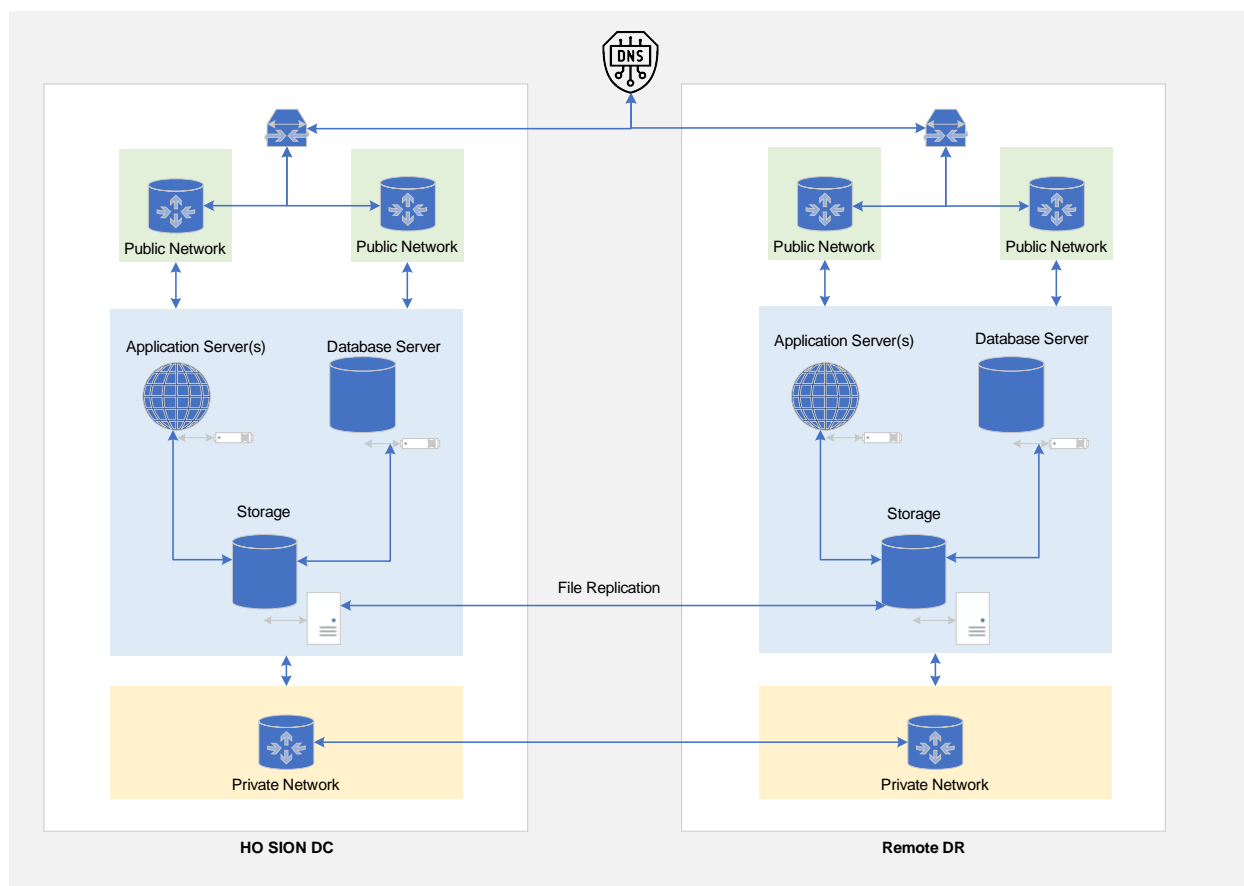


### 5.1.1 Objectives:

The objective of the DR solution is to ensure predictive Business Continuity in case of Disasters. The measurable predictively is defined as follows

**Recovery Time Objective (RTO):**
The duration of time in which the IT setup must be restored after a disaster in order to avoid unacceptable consequences associated with a break in business continuity

**Required RTO: 4 hours**

**Recovery Point Objective (RPO):**
Interval of time that might pass during a disruption before the quantity of data lost during that period exceeds the Business Continuity Plan's maximum allowable threshold or "tolerance."

**Required RPO: 30 mins**

The DR solution along with necessary configuration and automation through required Orchestration has to be designed to give the required RTO and RPO. The same needs to be verified periodically by conducting DR Drills.

### 5.1.2 The Solution Requirements:

The DR infrastructure will be designed to 75% of capacity of the Data Centre. It is expected and accepted that the DR will work at a possible degraded performance while in the DR state.

The proposed DR solution requirements are mentioned in terms of various Building Blocks as below. The Successful Bidder has to provision the same

**Compute**

MPCB DR should be scalable on demand depending on the applications being hosted. VM default / OS disk must be SSD.

The configuration should be scalable on demand. Billing should be made only for the period and capacities utilized
All the compute VM and Services must be hosted in Datacenters in India.

**Storage and Backup**
The storage must be provided as a service and must have built-in local redundancy, with option to have zone-based redundancy.
All Storage and Backup Services must be hosted in Datacenters in India.

Min IOPS: 4 IOPS per GB per Volume. The IOPS performance must not drop in case the storage is scaled-up.

The configuration should be scalable on demand. Billing should be made only for the period and capacities utilized.

Facility to take a regular policy-based backup of data at DR. The retention period must be minimum of 30 days.

### 5.1.3   Security requirements at DR

**Firewall in HA mode**

The SonicWall Next Generation Gateway Firewall in DC is configured as a Gateway firewall for WAN, LAN and SDWAN traffic. This traffic is managed using different segments of network with required access rules and policies. The traffic generated over this Gateway firewall is monitored and analyzed by Advance threat protection (ATP) device from SonicWall CSa 1000.
The proposed DR must have a similar or as per sizing requirement NGFW which will be integrated with existing ATP device.

**WAF**
Web Application Firewall (WAF) serves as a perimeter appliance and protects all Web applications served by MPCB to public / industries over internet.  The proposed DR must have a Cloud Native WAF with capabilities of Application Gateway and SSL Offloading as a service and serve similar or better security protection as DC. To know more about the existing WAF you can visit MPCB DC and the Enterprise support team.

**SIEM / Log Monitoring**
SIEM provided over DR must be Cloud Native and must seamlessly integrated with all hosted components / virtual services at DR. A network monitoring tool must also be available. The SIEM must be able to provide reports and notifications about threat intelligence, data analytics and must be able to provide incident data both in graphical and tabular format.

**Replication / Reverse Replication**

Database Replication types
The replication must support bidirectional replication with support for
- Standard Transactional
- Snapshot

Data Replication must be Cloud Native and must support 30 mins RPO and 4-hour RTO

### 5.1.4   Management Requirements:

Service provider must provide single management console to manage all (Compute, Network, Security, Storage and other) services. The orchestration must have integration with Cloud native directory services (provided as part of the cloud solution) and have Group, Role, Rights and Access control to provide different levels of access and rights to MPCB development and infrastructure support team.

VM's provided by DR service provider must have option for implementing SSO (Single Sign on) using cloud native Directory Services for both Linux and Windows VM's. Apart from VM's infrastructure other Security and Management services (SIEM, WAF, Firewall etc.) too must have tight integration with Directory services for authentication.

The Directory services provided by Cloud Service provider must have valid security and process certifications and must be integral part of the solution.

### 5.1.5 Connectivity Requirements:

The DC to DR / DR to DC connectivity to be established through the following media and of the capacities mentioned. **The Links have to be provided by the Successful Bidder and the cost of the same should be included in the Bid**

**MPLS to DR site**
Primary Link which will be used for Data replication. The MPLS must be sized to 30 Mbps 1:1.

**Failover Replication**
Failover replication must happen through Internet using **Site to Site VPN**.

**VPN connectivity**
Secured VPN with remote desktop / host management services (for both Linux and Windows) will be required for support and development team sitting at MPCB Head Office. The vendor must provide a cloud Native tightly integrated VPN and remote management service as part of cloud management offer. To facilitate this the VPN gateway must provide Site to Site and Point to Site connectivity options.

### 5.1.6 Managed Services Requirements:

1. Application Services
2. Database Services
3. Name Services (NS) and DNS Service
4. SIEM
5. Monitoring and Notification Services
6. WAF with Application Gateway and SSL Offloading

### 5.1.7 Uptime Requirements:

Minimum 99.5%

# 6. Scope of Work

## 6.1 Stakeholders and their responsibilities

There are THREE (3) stakeholders in the project viz. MPCB, Service Provider (SP) and Project Management Consultant (PMC) appointed by MPCB. Broad roles of each of the stakeholder are mentioned below.

MPCB as the project sponsor will ensure access to the facilities and facilitate information regarding the existing infrastructure. The Board understands that there may be various other agencies involved in the migration process and will ensure that the same are available during the process of setting up Cloud Based DR and performing DR-drills, replication / reverse-replication based on requests by the SP within a reasonable time frame. The Service Provider (SP) is responsible to Project Planning & Management, Design, configuration, installation and setup of Private Cloud / DR site, Roles and Responsibility of Service Provider, Maintenance & Support of Cloud based DR solution, Change Management Workshops, Conducting scheduled DR-Drills, Restoration of Primary Site as per SLA, Security Audit, etc.

The Service Provider (SP) is mandated to host / setup Cloud based DR center in certified Data Center of CSP in different seismic / earthquake zone than that of Primary Data Center of MPCB and ensure a seamless replication to the DR-site in a transparent manner so that any external agencies (including MPCB users) interfacing with the Primary Data Center infrastructure do not experience any change of interface. The replication will be deemed complete and successful upon testing ALL the application of MPCB for their operations and by having printing of the test results and successful DR-drill. Service Provider will operate and manage the DR setup ensuring readiness to meet stipulated RTO and RPO as per SLA during the contract period.

Project Monitoring Consultant (PMC) will be appointed by MPCB and will be the nodal agency to monitor the project progress and coordinate between MPCB, SP and other related agencies.

The responsibilities of each of these stakeholders are broadly outlined here. These should be taken as broad guidelines only and mentioned here for necessary resource planning by the Bidders. However, as mentioned earlier, the Scope of Work for the successful bidder i.e. Service Provider (SP) will be to Setup DR-Site, perform DR-Drills to test and ensure RPO and RTO as defined in RFP.

For the sake of convenience of the Bidders, the Scope of Work is further elaborated as below. The same should be taken as general guidelines and not an exhaustive list.

## 6.2 Responsibilities of the DR Service Provider

### 6.2.1 Summary of the Scope of Services from Service Provider:

The scope of services shall comprise the following:

- Project Planning & Management

- Preparation of Cloud based Disaster Recovery site
- Installation and setup of Cloud Based Disaster Recovery Site
- One time migration of MPCB application and data to the DR
- Periodic DR-DRILLS
- Documentation and Reporting
  - Create documentation of the infrastructure, work-flows, RACI matrix as a part of the handover exercise.
  - Track quarterly SLA performance
  - Maintenance & Support of Cloud based DR solution
- Change Management Workshops
- Active management of and provisioning of IT infrastructure resources and services ON DEMAND. Ensure optimal utilization of resources deployed and maintain optimal billing
- Monitoring performance parameters, alerts and taking proactive measures for continuous improvement
- Restoration of Primary Site as per SLA
- Security Audit on yearly basis through CERT-IN certified third party agency
- Seamless handover to MPCB and assist in transition, if required, at the end of the tenure of the contract.

## 6.3 One Time Activity

### 6.3.1 Project Planning & Management:

1. Understand the current infrastructure setup of MPCB Data Center / DR Facilities along with configurations and working.
2. Submit the implementation plan to MPCB for review and finalization of the same with inputs from the Project Monitoring Consultant (PMC) appointed by MPCB. The plan needs to highlight delivery, installation, roll-back plan, downtime requirements, resource deployments, dependencies, etc. on a time scale. Please note that since this is a migration of a LIVE DataCenter, the transition to DR-site has to be seamless and with minimal downtime, especially during the working hours of the Board.
3. Prepare a micro-level replication plan along with testing of the same and get the same approved.
4. Preparation of Resource allocation plan for various services and infrastructure such as Servers, Storage infrastructure, Virtualisation, Connectivity and finalize the same with the PMC.
5. Conduct BIA and configure BIA in the DR orchestration solution

### 6.3.2 Preparation of Cloud Based Disaster Recovery Site:

1. Procurement of the equipment, software licenses, etc. as per the Work Order / Contract. The procurement may be prioritized as per the schedule.
2. Testing of the equipment before installation.
3. Ensure readiness of DR-site.

### 6.3.3 Installation & Setup of Cloud Based Disaster Recovery Site:

1. The service provider will develop, prepare and provide a Cloud based DR Solution Implementation Plan. The Implementation Plan shall have the detailed design, specifications, drawings and schedule along with inspection and test plan, risk matrix and risk mitigation strategy, training material and documentation for all deliverable
2. Configure to enable continuous incremental replication of all the critical data on Primary site to DR-site.
3. Configure to facilitate work-flows for bringing up the applications and all the components it depends on at DR while it is up at primary site without pausing / stopping the BLOCK level replication and must offer a workflow based management & monitoring and reporting capability for the real time monitoring of a DR solution parameters like RPO (at DB level), RTO, replication status and should provide alerts (including SMS and e-mail alerts) on any deviations. The proposed solution should able to conduct DR Drills from a centralized location. The proposed solution should be capable of doing pre-flight / Dry-run checks to ensure conditions are met to ensure a successful DR Drill.
4. Should configure to able to manage hosts by either deploying agents or without deploying any agent and should not require any change in the existing environment.
5. Should configure single-click recovery mechanism for single or multiple applications.
6. The service provider shall provide the Cloud based DR infrastructure on-demand as and when ordered by MPCB, as per scope of work defined in subsequent sections.
7. Setup network (including switches, routers and firewalls) and uninterrupted network availability through a network link dedicated for connecting between the main DC site, DR site.
8. Configure shared storage sizing for Cloud based DR Hosting requirements.
9. Ensuring related DNS changes for private WAN and internet, application availability and integrity, and database synchronization with application at DR site.
10. **The MPLS bandwidth required for MPCB to use the applications from the DR site will be provided by the DR Service Provider as per the technical specifications**. **The DR Service Provider will be responsible for core infrastructure facility for provisioning of internet, MPLS/ point to point connectivity**, including termination devices, network security in terms of Enterprise Class firewall and IPS/IDS. The DR Service Provider should also provide secured VPN to use the applications from the DR site. Bandwidth compression / optimisation mechanism must be part of the solution.
11. Reverse Replication is necessary and envisaged when the DR site is acting as the main site. Service provider should ensure consistency of data in reverse replication till the operations are not being established at the Primary Site. The RPO would be applicable in reverse replication also. The entire data should be made available for restoration at Primary Data Center. Restoration at Primary Data Center will be the prime responsibility of FMS vendor, but necessary support has to be provided by the DR Service Provider.

### *6.3.4* Initial Migration of Data:

Initial Migration of all scoped business critical applications on physical and virtual platform will be migrated to the DR site after which the continuous replication will start. Initial migration may be done over the net or transfer of data on physical media from Primary site to DR-site.

### 6.4 Other Responsibilities of the Service Provider

1. Allow PMC, MPCB officials to visit suggested DR-sites for inspection during implementation.
2. Responsible for the replication and reverse replication of data between the Primary site of MPCB and proposed Cloud based DR site and necessary SSL certificates. **The service provider will be responsible for commissioning the bandwidth,** as required by MPCB, for replication of data and the SLA for the replication of data will be attributed to the service provider.
3. The Service Provider (SP) will conduct at-least One (1) Pilot DR-drill and One (1) Optimized DR-drill during implementation of DR solution.
4. The DR infrastructure and MPCB data must be maintained ONLY at the location of the identified Private Cloud / DR Hosting site. Data can only be moved to other site in case of any emergency with prior approval of MPCB concerned authority.
5. Conduct scheduled DR-Drills
6. In case of reverse replication, since the DR site would be acting as main site, all the necessary support to run the environment has to be provided by the DR service Provider.
7. It will be the Service Provider's responsibility to ensure that back up data is in a format that is restorable at Primary Site or DR Site.

### *6.4.1* Documentation:

1. The Bidder is required to ensure the documentation of the entire DR infrastructure as a part of handover exercise.
2. The documentation to include
    a. Overview of implemented solution.
    b. Detailed workflow management details of replication, reverse replication and DR-drill.
    c. Change management details.
    d. Support matrix with escalation up to last level.
3. Monitoring and maintenance of reports over a monthly basis and as and when required. Availability of server logs/ records for audits. Access to monitoring tools for measuring the service levels, application performance, server performance, storage performance and network performance.

### *6.4.2* SLA Performance Reporting:

1. Service Level Agreement (SLA) Performance
    - Track quarterly SLA performance for both RPO and Infrastructure availability. Key data indicators are connectivity, compute memory, storage, network infrastructure, replication status and achieved RPO.
2. Service Level (SLA) Breaches
    - Determine the effectiveness of the Service Level Objectives (SLOs) in place for a specified service level agreement. Key data points include number of times an objective was breached over the quarter.

It may be noted that the CoOP will be awarded only after receipt of the documentation acceptable to MPCB.

## 6.5 Support:

### 6.5.1 Support:

1. 24x7x365 support for Hardware, OS, Software used, Replication and restoration (from self and OEMs used), managed hosting support (including L1, L2, and L3 support), Up-time commitment up to OS levels, managed & monitored backup and backup retention as per period required by MPCB etc.
2. Support in audit of the entire system on a yearly basis.
3. Necessary support in bringing the machines to login level in case of disaster / DR drills.
4. Review and suggest modification in Disaster recovery plans and guidelines for MPCB providing details of
   - A full RACI matrix depicting the key persons to be contacted and corresponding actions performed during the disaster.
   - The details of various activities to be done by vendor and MPCB for complete operations from DR site and restoration of operations to main production site.

### 6.5.2 Change management Workshop:

Prepare and deliver disaster recovery awareness and training programs so that MPCB personnel are prepared to respond as required by the plan in an emergency, and to carry out disaster recovery testing to ensure the plan works properly and that DR teams know their roles and responsibilities.

### 6.5.3 Restoration of Primary Site:

   - Conduct Primary Site Assessment
   - Transit all IT operations and services back to the primary site maintaining desired SLA
   - Review the procedures, the event, and subsequent actions executed to recover and restore normal operations

## 6.6 Responsibilities of MPCB:

1. Facilitate access and information availability to the Project Management Consultant (PMC) and the Service Provider (SP)
2. Acceptance of the Implementation schedule provided by SP after due review with PMC.
3. Ensuring availability of the downtime based on the implementation schedule on reasonable notice given by the SP after consultation with PMC.
4. Ensuring data backup for the servers and storage being replicated to DR.
5. Ensuring support availability from the respective Vendors for the Application Software at the time of Replication to DR-site.
6. Ensuring availability of various vendors such as Civil and Electrical Contractors, Network Contractors, Security Contractors, MPLS Service Providers, Application development partners, current Service Providers, FMS service providers and any other agency – internal and / or external, as may be required for the successful replication.
7. Ensuring availability of ALL the existing licensed software (applications, database, Operating System, etc.) with their ORIGINAL Media (DVD / CD) and License / Registration codes, drivers, etc. which may be required for the implementation.

8. Issue of CoOP upon receipt of satisfactory project implementation and documentation.
9. Declare Disaster situation

## 6.7   Responsibilities of Project Monitoring Consultant (PMC)

1. The PMC will be responsible for overall coordination between MPCB and SP.
2. PMC will review the implementation plan for improvements, if any.
3. Site inspection for checking of DR-site progress and readiness.
4. Review of the documentation being submitted by the SP.
5. Review the project progress and monitor the time-lines.
6. Escalate issues, if any, to MPCB management

## 6.8   SERVICE LEVEL REQUIREMENTS

a) Services should be guaranteed for minimum 99.5% uptime and available with respect to infrastructure including the connectivity, compute, memory, storage, network infrastructure and replication to maintain desired RPO.

b) All the parameter to monitor services availability, infrastructure uptime through secured web portal/ dedicated console. System generated alerts should be made available real-time through SMS and email to designated MPCB persons.

c) Service provider should monitor and review performance parameter, alerts on regular basis. Service provider should conduct DR-Drills once every SIX (6) months and inform results to MPCB. Service provider should proactively inform MPCB about the issues to act upon and suggest improvement required to update DR policies.

d) Maintain Recovery Point Objective (RPO) less than or equal to THIRTY (30) minutes.

e) Achieve Recovery Time Objective (RTO) less than or equal to FOUR (4) Hours

Helpdesk and Service Support must be available for 24x7x365 along with detailed escalation matrix

# **Annexures**

| Document No. | Description |
|---|---|
| **Annexure 1** | Documents for Eligibility Criteria |
| **Annexure 2** | Documents for Financial Proposal |
| **Annexure 3** | Other Documents/Formats |
| **Annexure 4** | Draft Conditions of Contract |
| **Annexure 5** | Details about eTendering process |

# 7. Annexure -1: Documents for Eligibility Criteria

| Document No. | Description | Submitted (Yes/No) | Pg No. |
|---|---|---|---|
| Document 1 | Format for Bid Submission Covering Letter | | |
| Document 2 | Format for Bidder Details | | |
| Document 3 | Certificate of Incorporation / Partnership Deed | | |
| Document 4 | Copy of PAN Card | | |
| Document 5 | Copy of GST Certificate with GST Number | | |
| Document 6 | Power of Attorney in the name of Signatory | | |
| Document 7 | Format for CA Letter about Profitability | | |
| Document 8 | CSP Self Declaration / CSP Authorisation to MSP, CSP Compliance to minimum requirement and specification (formats in 7.4, 7.5, 7.6) Documents showing compliance requirements | | |
| Document 9 | Manufacturer's Authorisation Letter (for Authorised Dealers – format Attached) / Self Declaration (For Manufacturers), Confirmation of 100% compliance to Minimum Technical Specifications (on Manufacturer's Letterhead, Format given) refer 7.7, 7.8 | | |
| Document 10 | Format to Project Citation | | |
| Document 11 | GST and ShopAct license mentioning office address in MMRDA | | |
| Document 12 | Format for Non-Blacklisting | | |
| Document 13 | Copy of Online Tender Fee payment receipt | | |
| Document 14 | Copy of Online EMD Payment acknowledgement from Maharashtra eTender portal | | |
| Document 15 | Documents as testimonials as per requirements in Section 3.25 | | |
| Document 16 | Technical Proposal comprising of Company profile, Capabilities, Strengths Proposed Delivery / Execution methodology Proposed strategy to meet the SLA for Managed Services | | |

**\* Bidders are to consider this document as a Checklist and Index. The same should be included as a part of Technical Bid**

## 7.1 Format for Bid Submission Covering Letter

(To be submitted on the letterhead of the bidder)

{Place, Date}
To,
**Member Secretary**
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor, Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

**Subject**: **Bid Submission Cover Letter for- Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**

**RFP Reference No:** MPCB**/**

Dear Sir,

We, the undersigned bidders, having read and examined in detail all the bidding documents for <<Name of the RFP>>**,** do hereby propose to provide our services as specified in the RFP.

We attach hereto our responses to the requirements and commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPCB, Govt. of Maharashtra is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of bid validity as defined in this RFP. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP. We also herewith express our willingness to subject to MPCB's conditionality regarding manpower recruitments (required for the project), change of hands of management and declaring upfront the source of funding for the project.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this _____ Day of _____        202

Thanking you,
Yours faithfully


(Signature of the Authorized Signatory of the Bidder)
(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

### 7.2    Format for Bidder Details.

<< To be printed on Bidder's Company's Letter Head, Signed by Authorized Signatory >>

## TO WHOMSOEVER IT MAY CONCERN

### Bidder Information (Sole Bidder)

| Sr. | Particulars | Information |
|-----|-------------|-------------|
| 1. | Name of the Agency | |
| 2. | Address of the Agency | |
| 3. | Telephone Nos. | |
| 4. | Fax | |
| 5. | E-mail | |
| 6. | Website (If available) | |
| 7. | Year of Establishment | |
| 8. | Date of registration | |
| 9. | ROC Reference No. (with supporting document) | |
| 10. | PAN No:(with supporting document) | |
| 11. | GST Number (with supporting document) | |
| 12. | Number of Data Centers in India | |
| 13. | Proposed Data Centre details for MPCB | Pls attach more sheets as required. Details to include Detailed Address, Seismic Zone, Ownership of the premises (Owned / Leased), Certifications (as requested in CSP compliance), Capacities, Facilities, Manpower deployed, etc. |

Thanking you,

(Name and Designation of the Authorized signatory of the Bidder)
Name:
Designation:
Seal:
Date:
Place:
Business Address:

## 7.3   Format for Turnover details and Profitability

(To be submitted on the letterhead of the Chartered Accountant)

{Place, Date}

To,

**Member Secretary**
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor, Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

**Subject: Turnover and Profitability details forSelection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**

**RFP Reference No:** MPCB**/**

**Dear Sir,**

Please find below profitability status of <Bidder's Name>.

| Sr. | Financial Year | Profitable (YES / NO) |
|-----|----------------|------------------------|
| 1   | **2019-20**    |                        |
| 2   | **2020-21**    |                        |
| 3   | **2021-22**    |                        |

We also declare that M/s <Bidder's Name> have an annual Turnover of Rs._____ (Amount in Words) for the FY 2021 – 22 as per the audited report.

Thanking you,

(Signature, Name and Designation of the Authorized signatory of the Bidder)     (Signature and Name of the Chartered Accountant with Seal)

## 7.4 Authorisation Form for Managed Service Provider (MSP)

*<To be printed on the letterhead of the CSP and duly signing and sealing it from the Authorised Signatory of the CSP>*
*<The form is not applicable for the Bidder who is a Cloud Service Provider (CSP). In such case the Bidder has to give a self-declaration stating its status as CSP and giving details about its facilities on their letterhead, duly signing and sealing it>*

Date:
Place:

**To,**

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

**Sub:Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB.**

RFP Ref <RFP reference No.>

Dear Sir,

WHEREAS <Name and address of the Managed Service Provider (MSP)> who are our official and authorised partners and Bidder for the above Invitation for Bids. The Managed Service Provider is authorised to use our facilities and platform for rendering the required services under the bid to MPCB.

We assure you that we have a legally binding arrangement and will ensure the required support to <name of the MSP and Bidder> to render the services as per the required SLA. In the event of <Name of the Bidder>, not being able to fulfil its obligations under this contract we would continue to meet our obligations through alternate arrangements.

We <Name and Address of Cloud Service Provider (CSP)> hereby give our consent to <Name of Managed Service Provider> as the Bidder for above referred RFP to give our reference as the Cloud Service Provider. We also confirm that we will be bidding for this RFP only through <Name of Managed Service Provider>

Name
In the capacity of
Signed
Duly authorized to sign the authorization for and on behalf of : _____
Dated :.

### 7.5 CSP's Declaration about 100% compliance to Minimum Requirements of Technical Specifications and Services

*<In case the Bidder is CSP, this declaration must be on the letterhead of the CSP. In case the Bidder is MSP, then the letter has to be on letterhead of the CSP. In both cases the declaration must be signed by a person of relevant competent authority, and must be included by the Bidder in its bid as specified in the Instructions to Bidders. The same should be accompanied by the compliance statement to the minimum required technical specifications (as mentioned in **Section 7.6**), duly filled and supported by relevant certifications and printed on CSP's Letterhead. In case of deviation, a separate sheet for the deviation must be attached>*

Date:
Place:

**To,**

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

**Sub:**Declaration of compliance to Minimum Technical Specifications and or Servicesas per **Section 7.6**of your RFP <RFP reference No.>**Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**.

Dear Sir,

WHEREAS <Name and address of the CSP and / or MSP> do hereby solemnly declare that

We have read and understood the minimum technical specifications and services mentioned in**Section 7.6** of this RFP and our feature-wise compliance status for the same is  correct for every specification mentioned therein.

We hereby confirm that we have 100% compliance to requirements stated in the RFP
OR
Our compliance statement along with deviations is attached herewith for your consideration.

We understand that MPCB may reject the bid if the deviations are not acceptable to MPCB. We further understand that if any of the points in this declaration is found to be incorrect, the bid will be declared as non-responsive and will not be considered for further evaluation. MPCB's decision will be final, binding and acceptable to us.

Name
In the capacity of
Signed
Duly authorized to sign the authorization for and on behalf of : _____

## 7.6 Minimum Technical Requirements / Specifications / Services

*<To be printed on Letterhead of the CSP and should be supported by relevant certifications, data as mentioned against various specifications.In case of deviations Bidder may attach a separate sheet mentioning the deviations >*

Minimum Technical Requirements for CSP
- Proposed Cloud Service Provider (CSP) should be STQC audited and MeiTY empaneled and offer all services from India only as per guidelines of MeiTY
- The Primary and DR Data Centre (Cloud) shall be physically located in India.  The proposed Datacentre to host the DR solution of MPCB
    - Should be at least 500 KM from current Primary Data Centre AND
    - Should not be in same River Flood plain and
    - Should be in the different seismic zone as per GoI notification.
- The proposed data centre must be Tier III or above for better availability of cloud services and certified under:
    - TIA 942/ Uptime Institute Certification
    - Data Centre should be either Seismic Zone-II or Seismic Zone-III only
- CSP to have ISO-22301 certification for business continuity.
- CSP should be a Leader in latest Gartner Magic Quadrant for "Cloud Infrastructure as a Service".
- CSP should have data centres in 2 seismic zones and all DC services should be hosted in a river plain different from the DR itself for best continuity of service to the department.
- The CSP should provide financially backed SLAs for all the services offered and these SLAs should be declared in public portal of CSP.
- The CSP should provide native marketplace with certified applications which can be deployed on cloud. The CSP should also provide capability for administrators to create private marketplace with images from the public marketplace.
- The CSP should provide all variants of cloud service as per MeiTY guidelines.
    - Infrastructure as a Service (IaaS),
    - Platform as a Service (PaaS)
    - Software as a Service (SaaS)
- The CSP must provide the following services from both DC and DR proposed in this RFP
    - VM and dedicated physical server based compute services for x64 platform
    - Multiple options of storage including managed disks, unmanaged disks, block storage, file share and data lake storage in multiple performance tiers.
    - PaaS services for analytics, AI, Kubernetes and container based offerings.
    - Options for container registry and resource template libraries to support faster deployment and best practice implementation.
    - CI/CD services to support quick dev and test deployments.
    - Support for both proprietary and open source versions of Linux distributions
    - Managed instances and Database as a service for Microsoft SQL, MYSQL and PostGreSQL.
    - Certified marketplace for purchase of third party solutions.
    - Options for shipping of data from CSP to department if required for backup purposes
    - Native Firewall, EDR and WAF services both as a native PaaS from the CSP as well as certified third party solutions selectable from a marketplace hosted by the CSP without intervention from CSP.
    - Native Bastion host as a service to ensure secure and resilient access to VMs without opening up public IP addresses.
    - Native CSP VPN based access to cloud services to ensure no open direct public IP based access to any cloud service under this RFP.

- o Native CSP provided Media services and CDN for media streaming and large file transfer between department/organization and CSP
  - o Offering for perimeter, host and in-memory security solutions for the compute and storage offerings provided by CSP.
- The CSP should be a OEM of the following native services:
  - o Layer 3 and Layer 4 Firewall
  - o Layer 7 Firewall (WAF)
  - o SIEM & SOAR
  - o Vulnerability Scanner
  - o Endpoint Security
  - o Backup Tools
  - o Disaster Recovery Tools
- The CSP should have minimum following experiences.
  - o Providing the Public Cloud Services (PaaS, SaaS) in India for last 5 years
  - o Should have minimum 10 Government / Private Customer reference/ PO in India
  - o Should have minimum 05 reference of Government Entity in India for providing (PaaS, SaaS) Services.
- CSP should support both BYOL (Bring your own license) as well as PAYG (Pay as you go). The OS offered should come with continuous updates and upgrades for the entire contract duration.
- Monitoring services for cloud resources hosted in the data centre and support for customized report generation.
- The CSP should support per hour, per month and options for long term (1 yr. & 3 yr.) reservation of compute VMs and DB as a service for MYSQL, PostGreSQL and Microsoft SQL servers.
- The CSP should provide options for dynamic pricing as well as fix unit pricing of all the resources proposed under this RFP for a period of 5 years.
- CSP should have accreditations relevant to security, availability, confidentiality, processing integrity, and/or privacy Trust Services principles. SOC 1, SOC 2, SOC 3.
- Data Centers should be compliant at a minimum with ALL of the following:
  - o ISO 9001
  - o ISO/IEC 27001
  - o ISO/IEC 27017
  - o ISO/IEC 27018
  - o ISO/IEC 27701
  - o PCI DSS Level 1
- CSP should support a minimum uptime of 99.5% for each of its services. A publicly available documentation needs to be provided for the same.
- The CSP must support dedicated connectivity from at least 3 ISP providers for department/organization to choose between at the time of deployment.

Cloud Native Monitoring & Management & Security Services
- Cloud Resource Monitoring: Capability to monitor cloud environment centrally, custom monitoring metrics, monitor and store logs, view graphs & statistics, set alarms, monitor and react to resource changes. Support monitoring of custom metrics generated by your applications and services and any log files your applications generate. Gain system-wide visibility into resource utilization, application performance, and operational health, using these insights to react intelligently and keep applications running smoothly.
- Audit Trail: Logs of all user activity within a CSP account including actions taken through the CSP's Management Console, CSP's SDKs, command line tools, and other CSP services. The recorded information includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the Cloud service.

- Cloud Advisor: Analyses the Cloud environment and provides best practice recommendations (or checks) in five categories: cost optimization, security, fault tolerance, performance, and service limits.

- Cloud Service Providers must offer Cloud native turnkey SIEM offering by which customers can configure real-time analysis and alerting of security events. At a minimum, the integration or service must support alerting, log retention and some form of forensic analysis that is able to search across logs and periods of time for patterns.

- Cloud Service Providers must include, at minimum, a local identity management system (that is, local accounts) with granular role-based authorization for network services in both the service interfaces and management console. At a minimum, the role-based authorization must support assigning authorization based on individual users and groups of users and delineation must be assignable per firewall, load balancer, IP address and network segment and support, as applicable, the following granular actions: create, delete and configure.

- Cloud Service Providers must allow customers to access the cloud service via an IPsec VPN tunnel or Secure Sockets Layer (SSL) VPN tunnel over the public Internet. This must be a self-service capability from the provider side, although customers will have to make configurations on their end.

- A CSP must provide an option to the customer to encrypt the data on the instance block storage volume so that data remains encrypted at rest. This must be a simple, self-service option when the instance is provisioned.

- The block and object storage services must offer customers the selfservice ability from both management console and Command Line Interface to opt into provider-enabled server side encryption (SSE) for objects or object hierarchies within the storage service.

- Large instance support: Providers must offer customers instances with a large number of processor cores and memory for processor- or memory intensive use cases. The provider must be able to provide instances that support at 128 vCPUs and 3072 GB of RAM.

- Cloud provider should offer a dashboard that displays up-to-the minute information on service availability across multiple regions.

- Cloud provider should offer 365 days' worth of Service Health Dashboard (SHD) history.

- Cloud provider should offer a service acts like a customized cloud expert and helps provision resources by following best practices.

- Monitoring tools that will enable collection and tracking metrics, collection and monitoring log files, set alarms, and automatically react to changes in the provisioned resources. The monitoring tools should be able to monitor resources such as compute and other resources to gain system-wide visibility into resource utilization, application performance, and operational health.

- Able to define guidelines for provisioning and configuring cloud resources and then continuously monitor compliance with those guidelines. Ability to choose from a set of pre-built rules based on common best practices or custom rules (e.g., ensure Storage volumes are encrypted, Compute instances are properly tagged, and Elastic IP addresses (EIPs) are attached to instances) and continuously monitor configuration changes to the cloud resources and provides a new dashboard to track compliance status.

- Provide Audit Trail of the account activity to enable security analysis, resource change tracking, and compliance auditing

- CSP should offer a fully managed service in India that makes it easy to identify potentially fraudulent online activities such as online payment fraud and the creation of fake accounts.

- CSP should provide in India, a single location to track migration tasks across multiple cloud native tools and partner solutions certified on the cloud to provide visibility into migration.

- CSP should offer a fully managed service in India, that lets customer you easily create and publish interactive dashboards that include ML Insights. The dashboards should be accessible from any device, and embedded into your applications, portals, and websites.

- Web Application Firewall (Layer 7): Protection from attacks by filtering traffic based on rules that you create. Filter web requests based on IP addresses, HTTP headers, HTTP body, or URI strings, which allows you to block common attack patterns, such as SQL injection or cross-site scripting that could affect application availability, compromise security, or consume excessive resources. Features like protection against Web Traffic visibility, east of deployment and maintenance, integrated security.
- DDoS Protection: Managed DDoS protection service that defends against most common, frequently occurring network and transport layer DDoS attacks that target web site or applications. When used with Content Delivery Network and global DNS service, should provide comprehensive availability protection against all known infrastructure (Layer 3, 4 and 7) attacks. Should provide always-on detection and automatic inline mitigations, minimize application downtime and latency.
- Identity and Access Management: Service that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks.
- Managed Threat Detection Service: Continuously monitor for malicious or unauthorized behaviour to help you protect your accounts and workloads. It should monitor for activity such as unusual API calls or potentially unauthorized deployments that indicate a possible account compromise. The service should also detect potentially compromised instances or reconnaissance by attackers.
- Appropriately configure the security groups in accordance with the Clients's networking policies.
- Regularly review the security group configuration and instance assignment in order to maintain a secure baseline.
- Secure and appropriately segregate / isolate data traffic/application by functionality using DMZs, subnets etc
- Ensure that the cloud infrastructure and all systems hosted on it, respectively, are properly monitored for unauthorized activity.
- Properly implementing anti-malware and host-based intrusion detection systems on their instances, as well as any required network-based intrusion detection systems in accordance with the Client's Security policies.
- Review the audit logs to identify any unauthorized access to the Client's systems.

**Minimum VM and Compute Requirements:**
- Virtual Machines offered should be with the latest generation processor offered by the processor OEM.
- Physical core to vCPU ratio should not be more than 1:2 for all proposed Virtual Machines
- Ability to automatically increase/scale the number of Instances/VMs during demand spikes to maintain performance (i.e. 'scale-out')
- Cloud service architecture should be in such a way that avoids VM outages or downtime when the provider is performing any kind of hardware or service maintenance at the host level
- Required Operating System should be offered along with the Virtual Machines and should support both BYOL (Bring your own license) as well as PAYG (Pay as you go). The OS offered should come with continuous updates and upgrades for the entire contract duration.
- MSP should have capability to provide dedicated hosts in its native Cloud Infrastructure in India, which allows usage of existing third-party software license
- CSP Should offer monthly uptime of 99.5% or higher (as published in the CSP's Public Portal)
- Cloud provider should offer the following instance types –
  - o General Purpose – optimized for generic applications and provides a balance of compute, memory, and network resources.
  - o Memory optimized – optimized for memory applications.
  - o Compute optimized – optimized for compute applications.

- o Storage optimized – include very fast/large amount of local storage for NoSQL databases and Hadoop.
  - o GPU – intended for graphics and general-purpose GPU compute applications
- Cloud provider should offer instances that provide a baseline level of CPU performance with the ability to burst above the baseline.
- Cloud provider should offer instances that run on hardware dedicated to a single customer.
- Cloud provider should offer instances that can run nested virtual machines, that is virtual machine inside a virtual machine.
- Cloud provider should be able to support following Linux distributions - Red Hat, SUSE, Ubuntu, CentOS, and Debian
- Cloud provider should be able to support the last two major Windows Server versions (Windows Server 2016, Windows Server 2019)
- Customer must be able to specify and modify server configuration (CPU, memory, storage) parameters seamlessly.
- Cloud service should support local storage for compute instances to be used for temporary storage of information that changes frequently.
- Cloud service must offer self-service provisioning of multiple instances concurrently either through a programmatic interface (API/CLI) or through a management console.
- Customer should be able to logically group instances together for applications that require low network latency and/or high network throughput.
- Customer should be able to split and host instances across different physical data centers to ensure that a single physical failure event does not take all instances offline.
- Cloud service should be able to automatically increase the number of instances during demand spikes to maintain performance and decrease capacity during lulls to reduce costs.
- Customer should be able to import their existing image and save it as a new, privately available image that can then be used to provision instances in the future.
- Cloud service must support the ability to take an existing running instance or a copy of an instance and export the instance into a VMDK or VHD image format.
- Cloud service must be architected in such a way to avoid instance outages or downtime when the provider is performing any kind of hardware or service maintenance.
- Cloud service must be architected in such a way to automatically restart instances on a healthy host if the original physical host fails.
- Cloud provider must be able to schedule events for customer's instances, such as a reboot, stop/start, or retirement. Depending on the event, customer might be able to take action to control the timing of the event.
- Cloud service should support containers, including Docker and/or other containerization platforms.
- Cloud provider should offer a highly scalable, high performance container management service.
- Cloud service should be able to run customer code in response to events and automatically manage the compute resources.
- Cloud provider should offer license portability and support for Microsoft apps like SQL Server and SharePoint Server, Active Directory as service
- Cloud provider should offer license portability and support for Oracle apps like Oracle Database 11g, 12c etc.
- Cloud provider should offer license portability and support for IBM apps like DB2 and WebSphere.
- Cloud provider should offer a simple pay-as-you-go pricing where customers can pay for compute capacity by the hour with no long-term commitments.
- Cloud provider should offer VMs with upto 4 TB size.
- Cloud provider should be able to support running Generation 2 virtual machines

Minimum Storage Requirements:
- For all volumes pertaining to production VMs, Solid State Device (SSD) based Block Storage should be offered providing minimum 4 IOPS per GB per Volume.
- For the proposed Block Storage, CSP should offer the capability to increase the Volume size in minimum increments of 10GB or lower so that charges are for the actual usage. Offers the ability to increase the size of an existing block storage volume without having to provision a new volume and copy/move the data.
- Block Storage with minimum monthly uptime of 99.99% or higher (as published in the CSP's Public Portal)
- Object storage should be replicated across multiple DC's for better resiliency and should be designed for 99.99% availability and 99.9999% durability.
- Support complete eradication of data such that it is no longer readable or accessible by unauthorized users and/or third parties.
- Offer server-side encryption of data 'at-rest', i.e., data stored on volumes and snapshots
- Offer object storage tiering capability, i.e. the ability to recommend transitioning an object between object storage classes based on its frequency of access.
- Block Storage
    - Cloud provider should offer persistent block level storage volumes for use with compute instances.
    - Cloud provider should offer block storage volumes greater than 1 TB in size.
    - Cloud service should support solid state drive (SSD) backed storage media that offer single digit millisecond latencies.
    - Cloud service should support the needs of I/O-intensive workloads, particularly database workloads that are sensitive to storage performance and consistency in random access I/O throughput.
    - Cloud service should support encryption of data on volumes, disk I/O, and snapshots using industry standard AES-256 cryptographic algorithm.
    - Cloud service should support encryption using customer managed keys.
    - Cloud service should support point-in-time snapshots. These snapshots should be incremental in nature.
    - Cloud Service should support sharing of snapshots across regions making it easier to leverage multiple regions for geographical expansion, data center migration, and disaster recovery.
    - Cloud service should support adding more than one compute instance to a single storage volume in R/W mode so that many users can access and share a common data source.
    - Cloud service should support a baseline IOPS/GB and maintain it consistently at scale
    - Cloud service should be durable and support annual failure rates of less than 0.01%, and the information must be publicly disclosed.
- Object Storage
    - Cloud provider should offer secure, durable, highly scalable object storage for storing and retrieving any amount of data from the web.
    - Cloud provider should support an extremely low-cost storage for archival. The CSP should automatically tier the data.
    - Cloud service should support encryption for data at rest using 256-bit Advanced Encryption Standard (AES-256) encryption to encrypt your data.
    - Cloud service should support encryption using customer provided keys. These keys should be used to manage both the encryption, as data is written to disks, and decryption, when data is accessed.
    - Cloud service should support encryption using a Key
    - Management Service that creates encryption keys, defines the policies that control how keys can be used, and audits key usage to prove they are being used correctly.

- o Cloud Service should support managing an object's lifecycle by using a lifecycle configuration, which defines how objects are managed during their lifetime, from creation/initial storage to deletion.
- o Cloud provider should provide a strong regional isolation, so that objects stored in a region never leave the region unless customer explicitly transfers them to another region.
- o Cloud service should be able to send notifications when certain events happen at the object level (addition/deletion).
- o Cloud service should be able to host a website that uses client side technologies (such as HTML, CSS, and JavaScript) and does not require server-side technologies (such as PHP and ASP.NET).
- o Cloud Service should support versioning, where multiple versions of an object can be kept in one bucket. Versioning protects against unintended overwrites and deletions.
- o Cloud service should support flexible access-control policies to manage permissions for objects.
- o Cloud service should be able to provide audit logs on storage buckets including details about a single access request, such as the requester, bucket name, request time, request action, response status, and error code.
- o CSP should offer a mechanism to avoid accidental deletion of data. In such case data when deleted should be preserved for a minimum of 3 months.
- o Cloud service should support a lower cost option for noncritical, reproducible data at lower levels of redundancy.
- o Cloud service should allow uploading a single object as a set of parts where each part is a contiguous portion of the object's data and these object parts can be uploaded independently and in any order.
- o Cloud provider should offer service to speed up distribution of static and dynamic web content.
- o Cloud service should support read-after-write consistency for PUT operations for new objects.
- o Cloud provider should offer a storage gateway appliance for seamlessly storing on-premises data to the cloud.
- o Cloud provider should support moving large amounts of data into the cloud by bypassing the internet.
- o Cloud provider should support moving large amounts of data out of the cloud by bypassing the internet.
- o Cloud provider should support replicating data to DR site and should provide read-only access to the replicated data.
- File Storage
  - o Cloud provider should offer a simple scalable file storage service to use with compute instances in the cloud.
  - o Cloud service should offer SSD backed storage media to provide the throughput, IOPS, and low latency needed for a broad range of workloads.
  - o Cloud service should support petabyte-scale file systems and allow thousands of concurrent NFS connections.
  - o Cloud service should support consistent low latency performance between 5-15 ms at any scale and should support scalable IOPS and throughput performance at any scale.
  - o Cloud service should support thousands of instances so that many users can access and share a common data source.
  - o Cloud service should automatically scale up or down as files are added or removed without disrupting applications.
  - o Cloud service should be highly durable - file system object (i.e. directory, file, and link) should be redundantly stored across multiple datacentres.

- o Cloud service should support read after write consistency (each read and write operation is guaranteed to return the most recent version of the data).

## 7.7 Format for Manufacturer's Authorisation Form and 100% compliance to Technical Specifications of the Third Party Equipment / Software

*<To be printed on the letterhead of the respective OEMs and duly signing and sealing it from the Authorised Signatory of the OEM>*

*<The MAF is not applicable for the Bidder who is a Manufacturer. In such case, the Bidder has to give a self-declaration stating its status as OEM and giving details about its facilities on their letterhead, duly signing and sealing it>*

Date:
Place:

**To,**

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

**Sub:Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB.**

RFP Ref <RFP reference No.>

Dear Sir,

WHEREAS <Name and address of the Manufacturer> who are official producers of < Name of the product with description (pls use Annexure, if required) and product code > do hereby authorize <name of the Bidder> located at <Address of the Bidder> (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids. These products are subject to our applicable standard end-user warranty terms.

We assure you that in the event of <Name of the Bidder>, not being able to fulfil its obligation as our Authorised Dealer and Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty and Service Terms through alternate arrangements.

We also confirm that <Name of the Bidder> is our Authorized Dealer and Service Provider and can hence provide maintenance and upgrade support for our products.

We further confirm that our product is 100% compliant to the specifications mentioned in Section 7.8. We understand and agree that in case it is found that the product is not 100% compliant, we will be debarred from the bidding process.

Name
In the capacity of
Signed
Duly authorized to sign the authorization for and on behalf of : _____

Dated :.

## 7.8   Compliance format for Firewall

*<To be printed on Letterhead of the OEM and should be signed by the Authorised Signatory of the OEM>*
**Product Name:** Software based Next Generation Firewall License          **QTY:**2 (In HA Mode)

| Sl. No. | Technical Specification | Compliance (Yes or No) | Remarks |
|---|---|---|---|
| 1 | Next-Gen firewall should have automated real-time breach detection and prevention capabilities | | |
| 2 | Should have complete end-to-end visibility and streamlined management with Unified Policy | | |
| 3 | Should have Application intelligence and control and Segmentation security and security zoning | | |
| 4 | Should have the following Virtual Machine Protection - | | |
| a) | Data Confidentiality | | |
| b) | Secure communication with data leakage prevention | | |
| c) | Traffic validation, inspection and monitoring | | |
| d) | Virtual network resilience and availability | | |
| 5 | Should easily provision layer 3 to layer 7 controls in a single rule base on every firewall, providing a centralized location for configuring policies | | |
| 6 | The firewall web interface should present meaningful visualizations of threat information, and should display actionable alerts prompting admin to configure contextual security policies with point-and-click simplicity. | | |
| 7 | Should secure workloads on Amazon Web Services (AWS) and Microsoft Azure | | |
| 8 | Should protect cloud applications and cloud infrastructures from cyber threats with advanced next-generation firewall features that incorporates VPN, IPS, CFS/URF, AV and much more | | |
| 9 | Decrypt encrypted traffic easily and utilize TLS 1.3 support for improved security | | |
| 10 | Should ensure compliance with regulatory standards by implementing threat prevention and segmentation capabilities | | |
| 11 | Should gain complete visibility and control of traffic across multiple regions and availability zones with Unified Policy | | |
| 12 | Should prevent threats with complete visibility into intra-host communication between virtual machines | | |
| 13 | Should ensure appropriate application of security policies throughout the virtual environment | | |
| 14 | Should deliver safe application enablement rules by application, user and device, regardless of VM location | | |
| 15 | Should gain complete visibility and streamlined provisioning of traffic across multiple locations and availability zones with Unified Policy | | |
| 16 | Should Decrypt encrypted traffic easily and utilize TLS 1.3 support for improved security | | |

| | | | |
|---|---|---|---|
| 17 | Should protect corporate resources from attacks at the Internet gateway. | | |
| 18 | Should secure Internet edge from the most advanced attacks with advanced security features and automatically block threats | | |
| 19 | Should support SD-WAN features - <br> • SD-WAN Scalability <br> • SD-WAN Usability Wizard | | |
| 20 | Should support full API support | | |
| 21 | Firewall should scan for threats in both inbound and outbound and intra-zone traffic for  malware in files of unlimited length and size across all ports and TCP streams by AV & Cloud AV. | | |
| 22 | The proposed firewall should support Bi-directional raw TCP inspection that scans raw TCP streams on any port and bi-directionally to detect and prevent both inbound and outbound threats | | |
| 23 | Firewall must support Proxy-less and non-buffering inspection technology for DPI scanning without introducing file and stream size limitations, and can be applied on common protocols as well as raw TCP streams.. | | |
| 24 | Solution should have single-pass DPI architecture simultaneously scans for malware, intrusions and application identification and ensuring that all threat information is correlated in a single architecture | | |
| 25 | Firewall should support HTTP Request tempering protection, Directory traversal prevention,  SQL injection Protection,  Crosssite scripting Protection (XSS) & DNS security | | |
| 26 | Solution should support ulti-engine Sandboxing for preventing zero day threats. | | |
| 27 | Should provide real-time monitoring and visualization provides a graphical representation of top applications , top address,top users and intrusion by sessions for granular insight into traffic across the network. | | |
| 28 | The solution should support Centralize management which includes configuration, logging, monitoring, and reporting are performed by the Management. | | |
| 29 | The Centralize management platform should support multidevice firmware upgrade,certificatemanagement,global policy template to push config across multiple firewall in single click. | | |
| 30 | Firewall should have  reporting facility to generate reports on virus dedected over different protocols, top sources for viruses, destination for viruses, top viruses etc. | | |
| 31 | Firewall should have features such as IPS, Content Filtering, Application Control, Anti-Virus, Anti-APT / Multi Engine Sandbox. | | |
| 32 | Max Supported vCPUs = 8 | | |
| 33 | Memory supported (Min / Max) : 10GB / 14 GB | | |

| | | | |
|---|---|---|---|
| 34 | Throughput (Firewall inspection / Threat Prevention / IPS): 14 Gbps / 8 Gbps / 1.75 Gbps | | |
| 35 | Hypervisor Instance Support : Standard D3 v2, Standard_B4ms, Standard_DS3_v2, Standard_D2ds_V4, Standard D4 v2, Standard_A8_v2,  Standard_F8, Standard_F8s, Standard_D8_v4, Standard_D8_v3; Standard_D8s_v3 | | |
| 36 | Support for unlimited IP / Nodes | | |
| 37 | Minimum Connections per seconds / Maximum Connections (DPI): 75000 / 2 million | | |
| 38 | Minimum Support for                                    SSL VPN Tunnels: 300                                    IPSEC VPN Clients: 6000                                    Logical VLAN Interfaces: 128 | | |
| 39 | Support for High Availability (Active / Passive) | | |
| 40 | Minimum Storage of 50 GB | | |
| 41 | Max Mgmt / DataPlane Cores : 1 / 7 | | |
| 42 | The License will be in the name of Maharashtra Pollution Control Board and will be for THREE YEAR Tenure | | |

### 7.9 Format for Project Citation

| Project Title: | |
|---|---|
| **(Attach separate sheet for each Order)** | |

| | |
|---|---|
| Orderdate | |
| NameofClient | |
| Address | |
| Order Value in INR | |
| Type of Client (Government (State or Central) or Semi Government or Corporation or PSU or ULB) | |

| **BriefDescriptionofWork:** | |
|---|---|

| | |
|---|---|
| Work Start Date | |
| Work Completion Date | |

**Referrals (Client side): Provide one referral only.**

| | |
|---|---|
| **Name** | |
| **Designation** | |
| **Role in the Project:** | |
| **Contact Number** | |

*Note:*
1. *The Bidder is required to use above formats for all the projects referenced by the bidder.*
2. *"Completion Certificate from Client" OR "Work Order/Purchase Order" shall be provided as supporting document for each project.*

(Name and Designation of the Authorized signatory of the Bidder)
Name:
Designation:
Seal:
Date:
Place:
Business Address:

### 7.10  Format for Undertaking of "Non-Blacklisting"

(To be submitted on the letterhead of the Bidder)

{Place, Date}
To,
**Member Secretary**
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor, Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

**Subject: Undertaking of Non-Blacklisting for– Submission of proposal in response Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**

**RFP Reference No:** MPCB**/**

We, the undersigned, hereby declare that We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

We hereby declare that
1. We have examined and have no reservations to the Bidding Documents, including Addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing of consulting services at GPs working under MPCB, Maharashtra State, Pune.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.

We hereby also declare that
1. We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; Or We have not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract ; We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU in India in last 3 years;
2. We have not violated the code of integrity in last 2 years;
3. Our Security Deposit or EMD or performance security deposit  or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in last 2 years;

4. We have not withdrawn our bids post submission of the same. (maximum incidents are limited to 3)
5. If Owner / Partner / Director / Trustee of the organization is Owner / Partner / Director / Trustee of any other organization: We hereby declare that Our Owner / Partner / Director / Trustee are not Owner / Partner / Director / Trustee of any other organization which is presently blacklisted / Banned / Suspended by the Government / Semi-Government / PSUs, and any other organization to which the provisions of GoM GR dated 01.12.2016 are applicable.
6. We declare that we comply with all clauses mentioned under section 5.8.5 of Government of Maharashtra Government Resolution dated 01.12.2016.
7. We accept that in case of any irregularity, lapses, non-compliances, MPCBs decision shall be final and binding on us.
8. We accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
9. We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ PBG, as the case may be.

Yours sincerely, Authorized Signatory (Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)


Full Name and Designation


**(To be submitted on non-judicial stamp paper of Rs. 100/-).**


_____
Signature of Notary (with official seal)
Name:
Designation:
Seal:
Business Address:

# 8. Annexure-2: Documents for Financial Proposal

| Format No. | Description | Submitted (Yes/No) |
|---|---|---|
| Format 1 | Commercial bid covering Letter | |
| Format 2 | Commercial bid | |
| Format 3 | BoQ Separate attached in Excel format | |

## 8.1  Commercial Proposal Cover Letter

(To be submitted on the letterhead of the bidder)

{Place, Date}
To,
**Member Secretary**
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor, Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022
Tel:
Mail id:

**Subject: Commercial Proposal Cover Letter for-Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**

**RFP Reference No:**

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of **Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**do hereby propose to provide Services as specified in the bidding documents.

1. Price Bid in two Parts: The price bid is being presented in TWO (2) parts, where PART A gives the Summary Price Bid and PART B gives the individual line item values. We have taken due care that the individual values in PART B total up to the respective sub-totals in PART A. Any mismatch will be sole responsibility of the bidder and in such case our Bid may considered as non-responsive.

2. Price and Validity: All the prices mentioned in our Bid are in accordance with the terms as specified in the bidding documents.  All the prices and other terms and conditions of this Bid are valid for a period of 120 days from the last date of submission of the Bids. The prices we have offered, will remain fixed and subject to price escalation mention in the RFP during the period of Contract.

3. Taxes: We are an entity registered in India and do hereby confirm that our bid price is exclusive of all applicable taxes (i.e. GST). All relevant/ applicable taxes would be considered for reimbursement on actuals as per MPCB's discretion and prevailing Government laws

4. Deviations: We hereby declare that all terms and conditions mentioned in the RFP (all volumes, annexures and corrigendum's) are acceptable to us without any deviations and all the services shall be performed strictly in accordance with the bid documents

5. Unit Rates: We have indicated in the relevant Annexures enclosed, the unit rates for the purpose of an account of payment as well as for price adjustment, in case of any increase / decrease from the scope of work under the contract.
6. Bid Price: We declare that our Bid Prices, exclusive of all applicable taxes, duties, and GST are for the entire scope of the work and requirements as specified in the Bid documents.
7. Contract Performance Bank Guarantee: We hereby declare that in case the Contract / Order is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed in the RFP.
8. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief. We also understand that if our bid is conditional in any way, it shall be summarily rejected.
9. We understand that our Bid is binding on us and that you are not bound to accept a bid you receive.
10. We confirm that no Technical information or deviations are attached here with this Commercial offer.
11. We confirm that decision of MPCB will be final and binding on us.

Yours faithfully,


(Name and Designation of the Authorized signatory of the Bidder)
Name:
Designation:
Seal:
Date:
Place:
Business Address:

### 8.2   Format for Commercial Bid

**<u>Commercial Bid Format – (PART A)</u>**

**Note:** *Commercial Bid / Offer has to be entered online only. An <u>Online Form</u>, similar to the Commercial format given below, will be available to the bidders during Online Bid Preparation stage where bidders would quote their offer. Additionally the bidders should print this format and fill with the rates asked, sign and seal the document and upload the same as a part of Envelope 2 submission)*

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

Note:
1. The Bidder shall provision for all costs required for the entire duration of the contract. MPCB shall not be liable to pay any additional costs, apart from that mentioned in the table above.
2. The rate quoted by bidder shall include all costs associated with fulfilling the project deliverables, Out of Pocket Expenses including but not limited to Travelling, Lodging, Food, insurance, etc. MPCB shall not pay any additional cost to bidder.
3. All costs shall remain valid for the entire duration of the contract.
4. Prices quoted are for the scope and SLA as mentioned in Annexure 3 and for a period of 3 years
5. The prices quoted are without GST. Taxes at the time of billing will be paid extra and at actuals
6. The prices are valid for 180 days from the date of bid.
7. **The price bid evaluation will be made on the basis of the rates quoted in this PART -A ONLY AND ONLY ON THE BASIS OF BASIC AMOUNT**

For and on behalf of:
Signature (Authorized Representative and Signatory of the Bidder):
Name of the Person:
Designation:
Date:

**BIDDERS ARE REQUESTED TO SUBMIT ONLINE COMMERCIAL BID FORMAT**

**A COPY OF COMMERCIAL BID PRINTED ON LETTERHEAD TO BE UPLOADED AS PART OF ENVELOPE 2**

## Summary COMMERCIAL Bid (PART A)

| Sr. No. | Item Description | Amount |
|---------|------------------|--------|
|  |  |  |
| A | Cost of One Time Supply of Firewall |  |
|  |  |  |
| B | Cost of One time Installation, migration, Commissioning as per the Scope of Work |  |
|  |  |  |
| C | Cost of OPEX for a period of THREE Years |  |
|  |  |  |
|  | **GRAND TOTAL (A+B+C)** |  |

## Grand Total Commercial Bid Value: In words _____

For and on behalf of:
Signature (Authorized Representative and Signatory of the Bidder):
Name of the Person:
Designation:
Date:

## Detailed COMMERCIAL Bid (PART A)

| Sr. No. | vCPUs | RAM | Provisioned VSAN Storage Space | NIC's | Host OS | Qty in Months | Basic Unit Rate per Month | Basic Amount |
|---|---|---|---|---|---|---|---|---|
| **OPEX SERVICES** | | | | | | | | |
| 1 | 12 | 24 GB | 10.61 TB | 1 | CentOS 7 (64-bit) | 36 | | |
| 2 | 24 | 72 GB | 20.07 TB | 1 | CentOS 4/5 (64-bit) | 36 | | |
| 3 | 6 | 16 GB | 227.46 GB | 1 | CentOS 7 (64-bit) | 36 | | |
| 4 | 24 | 64 GB | 2.99 TB | 1 | MS Windows Server 2012 (64-bit) | 36 | | |
| 5 | 16 | 32 GB | 11.27 TB | 1 | CentOS 7 (64-bit) | 36 | | |
| 6 | 16 | 32 GB | 5.14 TB | 1 | CentOS 7 (64-bit) | 36 | | |
| 7 | 8 | 16 GB | 1.84 TB | 1 | CentOS 7 (64-bit) | 36 | | |
| 8 | 6 | 32 GB | 333.05 GB | 1 | MS Windows Server 2016 or later (64-bit) | 36 | | |
| 9 | 4 | 16 GB | 227.04 GB | 1 | CentOS 7 (64-bit) | 36 | | |
| 10 | 8 | 32 GB | 1.03 TB | 1 | CentOS 7 (64-bit) | 36 | | |
| 11 | 12 | 8 GB | 255 GB | 1 | Microsoft Windows Server 2016 or later (64-bit) | 36 | | |
| 12 | 4 | 16 GB | 500 GB | 1 | Cent OS 7.0 (64 bit) | 36 | | |
| 13 | 8 | 32 GB | 500 GB | 1 | Cent OS 7.0 (64 bit) | 36 | | |
| 14 | 18 | 18 GB | 3.39 TB | 1 | Cent OS 7.0 (64 bit) | 36 | | |
| 15 | 12 | 16 GB | 110 GB | 1 | Cent OS 7.0 (64 bit) | 36 | | |
| 16 | 18 | 18 GB | 2.93 TB | 1 | Cent OS 7.0 (64 bit) | 36 | | |
| 17 | 20 | 32 GB | 1.22 TB | 1 | Cent OS 7.0 (64 bit) | 36 | | |
| 18 | WAF in HA Mode | | | | | 36 | | |
| 19 | SIEM | | | | | 36 | | |
| 20 | Monitoring and Notification Services | | | | | 36 | | |
| 21 | MPLS bandwidth of 30Mbps with 1:1 ratio along with installation | | | | | 36 | | |
| 22 | VPN Site to Site (1 No) | | | | | 36 | | |
| 23 | VPN Point to Site (5 No) | | | | | 36 | | |
| | | | | | | **Sub Total OPEX** | | |

**Cost of One Time Supply**

| Sr. | Equipment Description | Qty | Basic Unit Rate | Basic Amount |
|-----|----------------------|-----|-----------------|--------------|
| 1 | Firewall in HA Mode as per specifications given with License validity for 3 years | 2 | | |

**Cost of One Time Implementation Services as per Scope of Work**

| Sr. | Service Description | Qty | Basic Unit Rate | Basic Amount |
|-----|--------------------|-----|-----------------|--------------|
| 1 | Cost of One time Installation, migration, Commissioning as per the Scope of Work | Lumpsum | | |

### Commercial Bid Format – (PART B)

**Note:** *The bidders should print this format and fill with the rates asked, sign and seal the document and upload the same as a part of Envelope 2 submission. It may be noted that these rates are not being considered for Price Bid Evaluation. Services if required will be taken at these rate during the tenure of the contracts, if the services are availed in future.*

| Category | Cloud Service / Plan | Duration | Per Month Cost (Excluding Taxes) (INR) |
|---|---|---|---|
| Compute | 2 vCPUs, 8 GB RAM VM with Linux 3 yr Reserved | Per Month | |
| | 4 vCPUs, 16 GB RAM VM with Linux 3 yr Reserved | Per Month | |
| | 8 vCPUs, 32 GB RAM VM with Linux 3 yr Reserved | Per Month | |
| | 16 vCPUs, 64 GB RAM VM with Linux 3 yr Reserved | Per Month | |
| | 32 vCPUs, 128 GB RAM VM with Linux 3 yr Reserved | Per Month | |
| | 2 vCPUs, 8 GB RAM VM with RHEL 3 yr Reserved | Per Month | |
| | 4 vCPUs, 16 GB RAM VM with RHEL 3 yr Reserved | Per Month | |
| | 8 vCPUs, 32 GB RAM VM with RHEL 3 yr Reserved | Per Month | |
| | 16 vCPUs, 64 GB RAM VM with RHEL 3 yr Reserved | Per Month | |
| | 32 vCPUs, 128 GB RAM VM with RHEL 3 yr Reserved | Per Month | |
| | 2 vCPUs, 8 GB RAM VM with Windows Server 3 yr Reserved | Per Month | |
| | 4 vCPUs, 16 GB RAM VM with Windows Server 3 yr Reserved | Per Month | |
| | 8 vCPUs, 32 GB RAM VM with Windows Server 3 yr Reserved | Per Month | |
| | 16 vCPUs, 64 GB RAM VM with Windows Server 3 yr Reserved | Per Month | |
| | 32 vCPUs, 128 GB RAM VM with Windows Server 3 yr Reserved | Per Month | |
| | 8 vCPUs, 32 GB RAM VM with Windows Server + SQL Server Standard 3 yr Reserved | Per Month | |
| | 16 vCPUs, 64 GB RAM VM with Windows Server + SQL Server Standard 3 yr Reserved | Per Month | |
| | 32 vCPUs, 128 GB RAM VM with Windows Server + SQL Server Standard 3 yr Reserved | Per Month | |
| | 8 vCPUs, 32 GB RAM VM with Windows Server + SQL Server Enterprise 3 yr Reserved | Per Month | |
| | 16 vCPUs, 64 GB RAM VM with Windows Server + SQL Server Enterprise 3 yr Reserved | Per Month | |
| | 32 vCPUs, 128 GB RAM VM with Windows Server + SQL Server Enterprise 3 yr Reserved | Per Month | |

| | | | |
|---|---|---|---|
| Storage | 250 GB HDD Disk attachable to any VM | Per Month | |
| | 1 TB HDD Disk attachable to any VM | Per Month | |
| | 250 GB SSD Disk attachable to any VM with standard throughput | Per Month | |
| | 1 TB SSD Disk attachable to any VM with standard throughput | Per Month | |
| | 1 TB SSD Disk attachable to any VM with privisioned throughput IOPS of atleast 5000 IOPS | Per Month | |
| | 1 TB Block Storage - Active/Hot Tier | Per Month | |
| | 1 TB Block Storage - Archival Tier, 100 GB data retreival per month | Per Month | |
| | 1 TB Datalake storage | Per Month | |
| Managed DB | Managed DB as a service - PostGres 2 vCPU 3 yr reserved, 100 GB Storage instance | Per Month | |
| | Managed DB as a service - PostGres 4 vCPU 3 yr reserved, 100 GB Storage instance | Per Month | |
| | Managed DB as a service - PostGres 8 vCPU 3 yr reserved, 100 GB Storage instance | Per Month | |
| | Managed DB as a service - PostGres 16 vCPU 3 yr reserved, 100 GB Storage instance | Per Month | |
| | Managed DB as a service - MySQL 2 vCPU 3 yr reserved, 100 GB Storage instance | Per Month | |
| | Managed DB as a service - MySQL 4 vCPU 3 yr reserved, 100 GB Storage instance | Per Month | |
| | Managed DB as a service - MySQL 8 vCPU 3 yr reserved, 100 GB Storage instance | Per Month | |
| | Managed DB as a service - MySQL 16 vCPU 3 yr reserved, 100 GB Storage instance | Per Month | |
| | Managed DB as a service - SQL Server Enterprise 2 vCPU 100 GB Storage 3 yr reserved instance | Per Month | |
| | Managed DB as a service - SQL Server Enterprise 4 vCPU 100 GB Storage 3 yr reserved instance | Per Month | |
| | Managed DB as a service - SQL Server Enterprise 8 vCPU 100 GB Storage 3 yr reserved instance | Per Month | |
| | Managed DB as a service - SQL Server Enterprise 16 vCPU 100 GB Storage 3 yr reserved instance | Per Month | |
| | Managed DB as a service - MariaDB 2 vCPU 100 GB Storage 3 yr reserved instance | Per Month | |
| | Managed DB as a service - MariaDB 4 vCPU 100 GB Storage 3 yr reserved instance | Per Month | |
| | Managed DB as a service - MariaDB 8 vCPU 100 GB Storage 3 yr reserved instance | Per Month | |
| | Managed DB as a service - MariaDB 16 vCPU 100 GB Storage 3 yr reserved instance | Per Month | |
| Backup | VM backup with upto 500 GB disk | Per VM per month | |
| | Disk Backup per TB | Per month | |
| | Disk snapshot per TB | Per month | |

| | | | |
|---|---|---|---|
| Security | Web Application Firewall - throughput of 50 Mbps with HTTP/S support and protection of upto 10 custom rules per resource and total 100 resources - toal 1000 rules | Per month | |
| | Network Firewall per Firewall instance - filtering inbound & outbound with min 2.5 Gbps throughput and upto 2 TB data processed per month, 50 end points for each firewall | Per month | |
| | Layer 4 and 7 DDoS service per VM | Per month | |
| | EDR/AntiVirus Solution per VM | Per month | |
| Network | DNS Services - 2 External, 100 internal | Per month | |
| | Dedicated Connectivity between DGR and Cloud DC - 200 Mbps - **to be verified by ISP** | Per month | |
| | Connectivity between Cloud DC & DR | Per month | |
| | Bandwidth - inbound per 100 GB | Per month | |
| | Bandwidth - outbound per 100 GB | Per month | |
| | Global Load Balancer with 5 TB data transfer per month | Per Month | |
| | Network Load Balancer 5 rules | Per month | |
| | VPN Gateway with 100 S2S connections | Per month | |
| | Virtual Network/ Nat Gateway within DC to create zones - per 100 GB | Per month | |
| | Virtual Network/ Nat Gateway DC-DR - per 100 GB | Per month | |
| | with 1 TB outbound data transfer to edge | Per month | |
| | Static IP Addresse - 1 | Per month | |
| | Cloud native/pre-integrated CDN service - 1 GB per month with a POP location at Chandigarh/Mohali | Per month | |
| Monitoring | Monitoring and observability service - No. of metrics - 100 Logs Standard Logs - Data Ingested - 5 GB per day Analysis Logs - Data ingested - 5 GB per day Retention - 30 days | Per month | |
| | Netowrk Monitor - 100 GB logs per month | | |
| | Cloud Native SIEM service - Standard Logs - Data Ingested - 5 GB per day Standard Logs - Data Analyzed - 5 GB per day | Per month | |
| | Bastion as a service - 1 unit - 730 hrs | Per month | |
| Kubernetes Cluster | Kubernetes Cluster Management (VM cost to be used for nodes) | Per Month | |
| Container Registry | Container Registry with redundant storage for container images | Per month | |
| Serverless Compute | Per 1 sec per 1 GB 1 Million instances | Per month | |
| Managed HSM | Managed HSM service for DGR | Per month | |
| DC-DR Replication | DC - DR Replication - per VM | Per month | |

# 9. Annexure-3: Other Documents/Formats

| Document 1 | Format for Pre-Bid Queries |
|------------|----------------------------|
| Document 2 | Performance Bank Guarantee |

### 9.1    Format for Pre-Bid Queries

<< To be printed on Bidder Company's Letter Head and Signed by Authorized Signatory)

To,

**Member Secretary**

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor, Opp. PVR Cinema,

Sion Circle, Sion, Mumbai-400 022

Dear Sir,

**Subject: Pre-bid queries for- Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**

**RFP Reference No:** MPCB**/**

With reference to the subject RFP, please find below pre-bid clarifications request.

**Clarification Requested by:**

| Name | |
|---|---|
| Designation | |
| Company | |
| Address | |
| Contact Number | |
| e-mail ID | |
| Date | |

**Clarifications Requested:**

| Sr. | RFP Document Reference(s) (Clause No.) | Pg. No. | Content of RFP requiring Clarification(s) | Points of clarification |
|---|---|---|---|---|
| 1. | | | | |

*Note: Bidders are requested to provide the queries in MS Excel format*

Thanking you,

(Name and Designation of the Authorized signatory of the Bidder)

Name:

Designation:

Seal:              Date:              Place:              Business Address:

### 9.2 Format for Bank Guarantee

<< To be executed on Stamp Paper as mandated by the Bank issuing the PBG>>>

7.  Performance Bank Guarantee (PBG)

8.

Ref: _____                       Date: _____

Bank Guarantee No.: _____

No.                                                                              Date:

To,

**Member Secretary**

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor, Opp. PVR Cinema,

Sion Circle, Sion, Mumbai-400 022

Tel:

Mail id:

Against Contract covering **"Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB"** (hereinafter called the said 'Contract') entered into between the Maharashtra Pollution Control Board - (hereinafter called the Purchaser) and _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that shall be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the

said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

The Performance Bank Guarantee shall be valid from the date of acceptance of the Letter of Intent and shall continue till sixty (60) days after the completion of all contractual liabilities including warranty obligations and defect liability period as per CVC guidelines. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

The provisions relating to Sanctions for Violations specified in the Integrity Pact, entered into by the Bidder with the purchaser shall be applicable for forfeiture of Performance Bank guarantee in case of a decision by purchaser to forfeiture the same without assigning any reason for imposing sanction for violation for the Pact.

We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, shall, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____
Place _____     Signature _____
Witness _____ Printed name _____
(Bank's common seal)

# Section III- Other Information

## 10. Annexure-4: Draft Conditions of Contract

This AGREEMENT is made at_____, Maharashtra, on this____day of,____ 2022,

BETWEEN

<u>&lt;&lt;Insert Designation of Authorized Signatory&gt;&gt;</u>Maharashtra Pollution Control Board, Government of Maharashtra, having its office at Kalpataru Point, 3<sup>rd</sup> Floor, opposite PVR Cinema, Sion Circle, Sion, Mumbai -400022, Maharashtra India hereinafter referred to as '*MPCB*' or "First Part" which expression shall, unless the context otherwise requires, include its permitted successors and assigns

And

&lt;&lt;***&gt;&gt;, a Company incorporated under the *Companies Act, 1956*, having its registered office at &lt;&lt;***&gt;&gt; (hereinafter referred to as "*Party" or "Second Part"* which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the '*Parties*' and individually as a '*Party*'

Whereas:

Whereas MPCB has envisaged **Selection of Service Provider for Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB** (hereinafter referred to as the "said Project");

And whereas MPCB has published the RFP to seek services of a reputed Agency for**Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**;

And whereas M/s. ------------------------ has submitted its proposal for **Implementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**;

And whereas MPCB and M/s. -------------------------- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and the parties hereto hereby mutually agree as follows:-

The Agreement shall consist of this Contract Form and the following documents and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the 'Contract Documents'), all of which by this reference are incorporated herein and made part hereof:

1.     Notification of Award / Work Order
2.     RFP / Tender Form
3.     Scope of Work as given in the RFP / Tender Document.
4.     Project & Payment schedule as given in the RFP / Tender Document.
5.     Terms & Conditions of Contract as given in the RFP / Tender Document.
6.     Service Level Agreement (SLA) as given in the RFP / Tender Document.
7.     Technical proposal of Tenderer.
8.     Financial Proposal

This Agreement sets forth the entire contract and agreement between the parties pertaining to "**Request for Proposal for Selection of Agency forImplementation of Cloud Based Disaster Recovery Solution and Provisioning of Managed Disaster Recovery Services for MPCB**" and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the Agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to maintain and operate the entire proposed solution and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

Any notice under this agreement shall be in the form of letter, fax. Notices to either party will be given at such address/addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

To,
Member Secretary
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor, Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022


and notice to the Agency shall be properly addressed to:
_____

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.
Signed, sealed and delivered

By ------------------------
Member Secretary
For and on behalf of MPCB


Signed, sealed and delivered
By -----------------------------
For and on behalf of the "Agency",
Witnesses:
(1)
(2)


NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

<< Scope of Work, Solution Overview, Project & Payment Schedule, Terms & Conditions as specified above in the RFP document>>

Note:
1. The stamp duty payable for the contract shall be borne by the Agency
2. The above Draft Master Service Agreement is only indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by the Purchaser after final selection of the Agency

## Annexure-5

INSTRUCTIONS TO BIDDERS FOR E-TENDERING

GENERAL INSTRUCTIONS

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

To view- Tender Notice, Detailed Time Schedule, Tender Document and BoQ for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra** www.mahatenders.gov.in

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

The Contractors participating first time for e-Tenders on Maha e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new bidders are as follows.
https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page

**Empanelment:** The Contractors interested in participating in the Tenders of Maharashtra Pollution Control Board  processed using the Electronic Tendering System shall be required to enrol on the Electronic Tendering System to obtain Login ID and password.

The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk support team or enrolled directly on Web site www.mahatenders.gov.in.

**e-Tendering Tool Kit for Bidders**

(detailed Help documents, designed for bidders) has been provided on Mahaetender website in   https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page   order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

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

Similarly, Bidders will have to pay Earnest Money Deposit through online mode by Net banking only during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:-
*24 X 7 Help Desk Toll Free No.1800 3070 2232 Mobile No. 7878007972, 7878007973, 7878007974.*

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

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

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

## *ONLINE TENDER DOCUMENT PURCHASE AND DOWNLOAD:*

The tender document is uploaded / released on Mahaetenders website [www.mahatenders.gov.in](www.mahatenders.gov.in) Tender document and supporting documents may be purchased and downloaded from above link of Mahaetender site GoM, by making payment through **Online Payment Modes i.e. Net Banking Only.**

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

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

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

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

### PREPARATION & SUBMISSION OF BIDS

Bids shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

### Online Bid Preparation Price BID

All commercial offers must be prepared online in given BoQ format (An online form will be provided for this purpose in Online Price Bid Envelope during **Online Bid Preparation** stage).

### Online Bid Submission

In this stage, bidders who have successfully completed their Bid Preparation stage are required to submit the bid in prescribe time schedule.

## INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION

Bidders are required to pay Earnest Money Deposit (if applicable to them) through online Payment modes i.e. **Net Banking only** during Bid Preparation Stage.

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

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

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

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

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

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

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

### 1.1.1    TECHNICAL BID

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

### 1.1.2    COMMERCIAL BID

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

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

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope. Towards the end of Bid Preparation, once verification of EMD payment is successful, bidder completes the Bid Preparation stage by generating the Hash Values for T1 and C1. Post this, system won't allow him/her to make any further changes or modifications in the bid data

### 1.1.3    Online Bid Submission

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

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

### 1.2    OPENING OF BIDS:

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

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

### 1.3    TECHNICAL ENVELOPE (T1):

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

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

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

If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded.

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

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

The commercial bids shall not be opened till the completion of evaluation of technical bids. **The commercial Bids of only technically qualified Bidders as mentioned above will be opened.**

## 1.4    COMMERCIAL ENVELOPE (C1):

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

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