



**Maharashtra Pollution Control Board**

**महाराष्ट्र प्रदूषण नियंत्रण मंडळ**

**Request for Proposal**

**For**

**Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra.**

**RFP Reference No: 240903-FTS-0085**

**Date of Issue: 04/09/2024**

**RFP Price: Rs 23,600/-**

**Issued By:**

**The 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](mailto:eic@mpcb.gov.in)

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

**Disclaimer**

This Request for Proposal (RFP) for “Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra” (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**

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

**Abbreviations**

<b>Abbreviation</b>	<b>Description</b>
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



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Definitions

<b>Term</b>	<b>Definition</b>
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	Time period for completion of 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 bid process of this RFP
End of Contract	This refers to the time when the Contract Period shall end
RFP Portal	The web portal <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> 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 Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra
RFP/ Tender	Refers to Request for Proposal containing 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 selection criteria as mentioned in the RFP and has been selected by the department for the mentioned work
Total Contract Value/ Contract Value	Value (Exclusive of all taxes, levies and duties) finally agreed between MPCB and the Bidder for delivery of Equipment and Services mentioned in the RFP, which will be the maximum value payable to Bidder for this Project.

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## **1. Tender Notice**

**RFP reference No: 240903-FTS-0085**

**Date: 03/09/2024**

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **“Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra”**. 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 **Rs. 23,600/-**(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 be 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.

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## 2. Invitation for Bids

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 Modernization (Upgrade and revamp) of MPCB Data Centre, Security Centre and Network at HO, Mumbai and various RO, SRO offices across Maharashtra’s” as detailed in this RFP document.

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.

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.

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.

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.

Note-

- I. Earnest Money Deposit: - can be paid ONLY through Online Payment mode
- II. 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.
- III. Bidders should submit the document related to tender online. Tender Fee of Rs. 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.
- IV. The Electronic tendering system for MPCB will be available on the URL <https://mahatenders.gov.in>.

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

Sr.	Items	Description
1	RFP Reference Number	MPCB/EIC/240903-FTS-0085
2	Name of the Project	Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra
3	RFP Document Download Start / End Date & Time	Start: 04/09/2024 @ 11:00 Hrs End: 26/09/2024 @ 17:00 Hrs

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Sr.	Items	Description
	Last date to send in requests for clarifications	All the queries should be received on or before 13/09/2024 @ 17:00 Hrs, through email only with subject line as follows: “Queries – Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra”. The Pre-Bid queries to be sent to the Email Id: <a href="mailto:eic@mpcb.gov.in">eic@mpcb.gov.in</a>
5	Date and Time pre bid Meeting	18/09/2024 @ 15:30 Hrs at MPCB HQ
6	Last date (deadline) for submission of bids	26/09/2024 @ 15:00 Hrs
7	Tender Fee to be paid via Online Payment Gateway mode only.	<b>Rs. 23,600/- (Twenty-Three Thousand Six Hundred Only)</b>
8	Date Time and Place of opening of Technical Proposals	<b>27/09/2024 @ 16:00 Hrs at MPCB HQ, Sion</b>
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 Bank Guarantee	<b>Rs. 15,00,000/- (Rs. Fifteen Lakh Only)</b>
11	Performance Bank Guarantee (PBG) from Nationalized Bank	5% of the contract value valid up to 3 months post end of contract. PBG should be only from Nationalised banks.
12	Bid Validity Period	180 days from the last date (deadline) for submission of bids.
13	Contract Period	3 and 5 years from the date of CoOP as the case may be
14	<b>Contact Details</b> Shri. Dinesh Sonawane Maharashtra Pollution Control Board, 3 <sup>rd</sup> Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-24087295 Email ID: <a href="mailto:eic@mpcb.gov.in">eic@mpcb.gov.in</a>	

**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.

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**2.1 Tender Schedule**

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

Sr. No.	Activity	To be performed by	Start		Expiry	
			Date	Time	Date	Time
1	Release of E-Tender	Department	04/09/2024	11:00	04/09/2024	11:00
2	E-Tender Download	Bidder	04/09/2024	11:00	26/09/2024	17:00
3	Queries from Bidders	Bidders	04/09/2024	11:00	13/09/2024	17:00
4	Pre-bid Meeting	Department	18/09/2024 at 15:30 Hrs.			
5	Bid Submission	Bidders	05/09/2024	11:00	26/09/2024	15:00
6	Technical Bid Opening (Envelope - 1)	Department	27/09/2024	15:01	27/09/2024	17:00
7	Price Bid Opening (Envelope - 2)	Department	To be informed later	-	To be informed later	-

The detailed schedule and agenda for the same will be intimated in due course.

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.

It is important to keep the IT infrastructure current and updated to ensure performance and uptime. MPCB therefore wishes to Modernize the Data Centre and other IT infrastructure. This will involve

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renewal of various product licenses and support packs for the IT infrastructure, Upgrade of certain core IT infrastructure components and purchase of certain new products.

### **3.3 Objective of the RFP**

To keep up with the changing technology trends and advances MPCB wishes to Modernize various components of its datacenter and Security Operation Center and Network for all MPCB offices to ensure compliance and performance norms and ISO 27000 certification. The modernization activity needs to be carried out with minimal down time of MPCB operations. Also, it needs to be seamless and transparent to the end users and industry.

The objective of this RFP document is to choose a most suitable Service Provider through 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 Service Provider, once selected.

### **3.4 Tenure of the Contract**

1. The Successful Bidder will have to complete the one-time supply of hardware, licenses, installation, testing and commissioning of various components of IT infrastructure within THREE (3) months of LoA and seek a Certificate of Operation (CoOP) from MPCB.
2. The Successful Bidder will be required to provide Support Services as defined in the Scope of Work for a period of THREE (3) / FIVE (5) years, as the case maybe.
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**

1. The response to this RFP should be full and complete in all respects.
2. 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**

- Bidder shall E-Mail their queries, as per details in the format as prescribed in the Annexure 1.

The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic / queries will be entertained thereafter.

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.

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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 **Rs. 15,00,000 (Rs. Fifteen Lakhs 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 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.

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- 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**

- 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.
- 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.
- 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.

- Envelope – 1 Technical Bid  
The information to be submitted by the bidders as Envelope 1 (Cover 1) are mentioned.
- 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**

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

<b>Table: Documents Required</b>			
<b>Sr. No.</b>	<b>Document Type</b>	<b>Document Format</b>	<b>Online Submission</b>
<b>Tender Fee &amp;EMD and Eligibility Details - Envelope –A</b>			
1.	Tender Fee	Online Payment of <b>Rs. 23,600/-</b> & scanned copy of the receipt to be submitted online with the proposal	Yes
2.	EMD	In the form of Bank Guarantee <b>Rs. 15,00,000/-</b> Scanned copy to be submitted online with the proposal. Original hard copy to be submitted to MPCB Office.	Yes
3.	Technical Proposal	Eligibility criteria Proposal shall be prepared in accordance with the requirements specified in Section 3.22 and 3.23  The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP.	Yes
<b>Commercial Bid– Envelope –B</b>			
4.	Commercial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP.	Yes

The following points shall be kept in mind for submission of bids:



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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/ content may lead to the rejections of the bid proposal submitted by the bidder.

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.

The prices should be quoted in Indian Rupees only.

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.

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.

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.

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.

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

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 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 criteria 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 3.25 of the RFP are met. Incomplete or partial Proposals are liable for disqualification.
2. Bid Evaluation shall be performed as per the methodology defined below based on 2-stage bidding process:

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- 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 shall be summarily rejected.
  - B. Bids qualifying through the Minimum Eligibility Criteria shall be further evaluated for their evaluation based on the Criteria mentioned in section 3.25.
  - 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. The bidder whose financial quote is lowest as (L1). The selected bidder has to agree and offer the highest buyback cost quoted by eligible bidders.
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.

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ1	Legal Entity	<p>The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956</p> <p>OR</p> <p>A Limited Liability Partnership (LLP) registered under the LLP Act, 2008</p> <p>OR</p> <p>Indian Partnership Act 1932</p> <p>Should have been operating for the last three financial years. (F.Y 2020-21, FY 2021-22, FY 2022-23 All above as amended time to time.</p>	<p>a) General Information of Bidder along with Bidder's constituting documents such as MOA, AOA as applicable</p> <p>b) Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed as applicable</p> <p>c) Copy of PAN Card</p> <p>d) Copy of GST Registration</p> <p>e) Copy of Power of Attorney as per <b>Annexure B</b></p>

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ2	Turnover	Average Annual Turnover of the bidder during the last three financial years (as per the last published Balance sheets), should be minimum of <b>Rs. 5 CR</b> that is generated from Hardware supply and their associated maintenance services, packaged software etc. (F.Y 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for annual turnover as per the format <b>Annexure A</b>
PQ3	Net worth	The bidder should have positive net worth as per the audited consolidated financial statements as on 31 <sup>st</sup> March 2023.	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for net worth as per the format <b>Annexure A</b>
PQ4	Letter of authorization from OEM	The Bidder should be an OEM (and/or Original Software Developer for System Software, Database, Hardware, etc.) or their authorized representative. In case of authorized representative, a letter of authorization from original equipment manufacturer.	Declaration by the respective Manufacturer / OEM on their letterhead giving Authorization (MAF) for the Bidder, duly signed, and stamped, in the format given for minimum 80% compliance with the technical specifications of the items being freshly procured or renewed. <b>Annexure 1 – Document 8</b>
PQ5	Technical Capability	The bidder must have successfully undertaken at least the following numbers of systems implementation project(s) of value specified herein:  One “similar project”* not less than Rs. 12 Cr.  OR  Two “similar projects”* not less than Rs. 7.5 Cr.  OR  Three “similar projects”* not less than Rs. 6 Cr.	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project.

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
			Project Citation as per format specified in Clause 6.4
PQ6	Technical Specification compliance	The products quoted by the Bidders should be 80% compliant to the Minimum Technical Specifications as mentioned in the RFP (Annexure 1 – Document 8).	Bidder must provide declaration by the respective Manufacturer / OEM on their letter head giving 80% compliance to the minimum technical specifications to renewal as well as new products. <b>Annexure 1 – Document 8</b>
PQ7	Compliance	The Bidder should be registered with appropriate authorities under following: a. Employees Provident Fund OR b. Employees State Insurance Acts OR Group Insurance Schemes OR Contract Labour (Regulation and Abolition Act), as applicable to the bidder organization.	a) Attested copy of the Employee Provident Fund registration letter / certificate b) Attested copy of the Employee State Insurance registration letter / certificate or Attested copy of Group Insurance Schemes letter/ certificate or Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Documents to be submitted, as applicable.
PQ8	Certification	The Bidder should have the following valid certifications: 1. ISO 9001:2015 or latest 2. ISO/IEC 27001: 2022 or latest.	Copy of the Valid Certificate as on bid due date.
PQ9	Blacklisting	The Bidder should not be blacklisted by any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time as on last date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per <b>Format for Undertaking of “Non-Blacklisting”</b>

*Note: “similar project”\*/ “similar projects”\* work shall mean assignments in India for supply, installation and support of IT hardware and Software for on premise DC/DR Infra (should have been undertaken within the past 5 years as on 31<sup>st</sup> March 2024 for any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU ).*

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**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.	Parameters	Max. Marks	Basis for Evaluation	Marks	Supporting Documents
<b>TQ 1</b>	<b>Financial Strength</b>	<b>10</b>			
	Average Annual Turnover of the bidder during the last three financial years (as per the published Balance sheets), should be minimum of <b>Rs. 5 Cr.</b> that is generated from Hardware supply and their associated maintenance services, packaged software etc. (F.Y 2020-21, FY 2021-22, FY 2022-23)	10	>= Rs. 5 Cr. and < Rs. 10 Cr.	05	Audited Profit & Loss Account and Balance Sheet for (FY 2020-21, FY 2021-22, FY 2022-23 & suitable CA Certificate/Audited Profit & Loss Account and Balance Sheet.
			>= Rs. 10 Cr. and < Rs. 15 Cr.	08	
			>= Rs. 15 Cr.	10	
<b>TQ 2</b>	<b>Relevant Experience</b>	<b>40</b>			
TQ 2.1	Bidder Experience: The bidder must have <b>successfully undertaken systems implementation engagement(s)</b> in a minimum of 2 nos. “similar projects”** of value more than <b>Rs. 5 Cr.</b>  The work order should have been issued within the last 5 years, as on 31.03.2024.  The projects should have been either completed or an ongoing project where deliverable or	25	When no. is:		a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.  b) Completion Certificate from the client <b>OR</b> In case of on-going project, a Go-Live along with partial completion
			>= 5 projects	25	
			= 4 projects	20	
			= 3 projects	15	
			= 2 projects	10	
			< 2 projects	00	
			The maximum mark for each project is 5.		

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Sr. No.	Parameters	Max. Marks	Basis for Evaluation	Marks	Supporting Documents						
	milestone has been successfully met.				certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project. Project Citation as per format specified in Clause 6.4						
TQ 2.2	<b>Bidder's OEM Experience:</b> <b>The Bidder's individual OEM of new item supplier</b> should have experience for executing minimum <b>2 nos. of IT Infra projects</b> in India during last five years.	10	When the Total number of work orders matching the criteria for <b>each new item</b> is: <table border="1" data-bbox="737 1115 1125 1368"> <tr> <td data-bbox="737 1115 1125 1182">&gt; 2 Work Orders of each new item from OEM</td> <td data-bbox="1125 1115 1254 1182">10</td> </tr> <tr> <td data-bbox="737 1182 1125 1256">= 2 Work Orders of each new item from OEM</td> <td data-bbox="1125 1182 1254 1256">08</td> </tr> <tr> <td data-bbox="737 1256 1125 1368">&lt; 2 Work Orders</td> <td data-bbox="1125 1256 1254 1368">0</td> </tr> </table>	> 2 Work Orders of each new item from OEM	10	= 2 Work Orders of each new item from OEM	08	< 2 Work Orders	0		a) Bidder shall submit copy of work order/ contract agreement of its concerned OEM mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, Project Citation as per format specified in Clause 6.4
> 2 Work Orders of each new item from OEM	10										
= 2 Work Orders of each new item from OEM	08										
< 2 Work Orders	0										

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Sr. No.	Parameters	Max. Marks	Basis for Evaluation	Marks	Supporting Documents
TQ 2.3	<b>Technical Solution Proposed:</b> The Technical solution proposed shall be evaluated for technical marking based on alongside mentioned parameters:	<b>05</b>	<b>Component, meeting the criteria:</b> Servers Storage Networking Components	 02 02 01	Maturity and Global standings in top 5 of the Products / Solutions proposed as per relevant latest reports like Gartner to be submitted.
<b>TQ 3</b>	<b>Certifications</b>	<b>10</b>			
	The Bidder should have the following valid certifications: i) ISO/IEC 20000: 2011 or above ii) ISO/IEC 27001: 2013 or above		i) ISO/IEC 20000: 2011 or above ii) ISO/IEC 27001: 2013 or above	05 05	Copy of the Valid Certificate as on bid due date.
<b>TQ 4</b>	<b>Resource Profile</b>	<b>20</b>			
	Resume of all key technical resources proposed for the assignment.		Relevant assignment experience / Years of experience / Number of Certifications in Technology specific to Solution proposed		
TQ 4.1	Server Resource		OEM Certified Server Professional	05	Declaration from Candidate along with copies of relevant certifications
TQ 4.2	Network Resource		OEM Certified Network Professional	05	
TQ 4.3	Security Resource		OEM Certified Security Professional	05	
TQ 4.4	ITIL Resources		ITIL V4 certification completed within last Three years.	05	
<b>TQ 5</b>	<b>Approach &amp; Methodology</b>	<b>20</b>			<b>A note not more than 30 Pages</b>
TQ 5.1	Solution Proposed Demonstration of understanding of the Department's requirements		Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing: Solution proposed and its components, – Scale of implementation, – Learning on Issues – Challenges – Challenges likely to be encountered – Mitigation proposed – Client references	10	A note
TQ 5.2	Approach and Methodology to perform the work in this Assignment.		Qualitative assessment based on – Understanding of the	05	A note



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Sr. No.	Parameters	Max. Marks	Basis for Evaluation	Marks	Supporting Documents
			objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement/Scope of Work – Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference		
TQ 5.3	Project work break down structure		Qualitative assessment based on timelines, resource assignment, dependencies and milestones	05	A note

**3.26 Commercial Bid Evaluation**

- The selection of successful Bidders will be based on Lowest cost i.e., L1 and acceptance of highest buyback cost.

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

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

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 with the details, terms and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects).

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.

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.

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.

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.

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

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

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

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  $\pm 25\%$  during the tenure of the contract and the successful bidder will have to undertake the deliverables at the rates mentioned in the bid.

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.

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.

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.

The rates specified by the Bidder in this RFP for all line items shall be valid for entire duration of contract.

The Commercial Proposal shall not contain any technical information.

### **3.27 L1 based Selection Methodology for Evaluation of this RFP**

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

#### **1. Technical Bid Evaluation**

1. TEC shall review the technical proposal of the pre-qualified bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
2. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for technical qualification evaluation.
3. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points based on the technical evaluation criteria detailed in the RFP.
4. Bidders who shall score minimum 70 marks in Technical Evaluation will be considered for Financial Bid Evaluation.
5. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the MAHA e-Tendering system.
6. MPCB reserve the right to accept or reject any or all bids without giving any reasons thereof.
7. MPCB shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.
8. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

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9. MPCB reserves the rights to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be considered during the technical qualification evaluation process.

## **2. Financial Bid Evaluation**

1. After the evaluation of Technical Bid/ Eligibility and Qualification Submissions have been completed as per the requirements of the RFP, the Financial Bids of only those Bidders whose Bid determined to be responsive shall be opened. Decision of Bid Evaluation Committee in this regard will be final. Financial Bids of those Bidders who do not qualify in Technical Bid (not meeting Eligibility and/or Qualification Criteria and/not submitted required RFP fee and/or Bid Security) shall stand rejected and shall not be opened.
2. Financial Bids shall be opened online, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Bidders whose Technical Bid are accepted. The Bidder's representatives who are present at such opening of Price Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, bid rates, etc. will be announced at such opening.
3. Bidders shall submit quotation as per mentioned format. Amongst the bidders considered for financial evaluation, the Bidder quoting the lowest rate as per Financial Proposal Format of this RFP will be considered as most eligible for award of contract (L1).
4. MPCB, however reserves the right to accept or reject any or all bids without giving any reasons thereof.  
The Bidder who quotes the lowest (L1) rate will be decided as L1 Bidder.
  - a) In case there is tie between L1 Bidders, cost will be negotiated with each bidder and the one offering lowest negotiated cost and higher buyback cost, will be selected as final L1 bidder.
  - b) In case, either of the L1 bidder(s) refuses such allocation, L2 bidder shall contacted to match / negotiate L1 rate, or re-tendering shall be done.

## **4. Award Criteria**

The complete contract will be awarded to the L1 bidder and acceptance of highest buyback cost proposed by eligible bidders for listed items in the RFP.

### **a) Letter of Acceptance**

Prior to the expiration of the period of bid validity, MPCB will notify the successful bidder in writing or by email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Acceptance will constitute the formation of the contract.

### **b) 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 30 (Thirty days) Letter of Acceptance (LOA) issued to the successful bidder by MPCB. Upon the Successful Bidder's furnishing of Security Deposit, MPCB will promptly notify each unsuccessful Bidder.
- Further, **Rs. 500** penalty will be levied per day if the contract is not signed above mentioned time period.
- If the signing of contract is not completed within 30 (Thirty days) after receiving LOA, then the offer made to the selected bidder shall stand annulled.
- Any expenses related to registration of Agreement shall be Borne by Successful Bidder.

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**c) Failure to agree with the Terms & Conditions of the RFP / Contract**

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute enough grounds for the annulment of the award and forfeiture of security deposit, in which event MPCB may invite the next best bidder for negotiations or may call for fresh RFP.

**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 180 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 8.2.
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 understand all the associated costs of the project.

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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 within the 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**

Payment against delivery and acceptance of IT Infrastructure and services to be delivered within the scope of this RFP shall be as under:

1. No advance payment against purchase/work order will be given.
2. All payments to the selected agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty and other taxes if any as per Government of India Rules.
3. The Agency shall quote rates as per the rate mentioned in central government guidelines and given in the commercial format with currently applicable Goods and Service Tax (GST).
4. If any upward revision in GST rates and / or any new tax, duty, levies if introduced by State or Central Government and if that is applicable for this contract then the same new tax, duty, levies shall be paid by MPCB department to selected Agency.
5. Payment shall be made in Indian Rupees by RTGS / NEFT in the name of selected agency as per online Standard operating procedure (SOP) for release of payment to Agency.
6. The Department shall deduct penalty as applicable from the payment to be paid to the selected agency levied as per SLAs.
7. The bills will be accepted only after submission of Security Deposit of 5% of total contract value (TCV).

MPCB shall pay to the selected Agency as per the milestones mentioned in table below:

Sr. No.	Subsystem Item	Scope item	Quantity	Payment Terms
1	Servers	Renewal of Dell PowerEdge R740xd Servers with Support Pack for 3 Years having configurations as under:  2x Intel XEON Gold 5220R @ 2.20 GHz, 6 x 32 GB DDR4 RAM, 2x 447.13 SSD - SATA, 2x745.21 SSD SAS, 6 x 2235.62 HDD SAS. • With 4 Hour ProSupport Mission Critical.	4	100% against delivery.  Along with bill, successful bidder has to submit renewal acceptance document signed by MPCB.  Successful bidder has to submit performance monitoring document and its acceptance by MPCB.

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Sr. No.	Subsystem Item	Scope item	Quantity	Payment Terms
2		<p>New Purchase of Dell PowerEdge R740xd Servers Support Pack for 3 Years having configurations as under:</p> <p>2x Intel XEON Gold 5220R @ 2.20 GHz, 6 x 32 GB DDR4 RAM, 2x 447.13 SSD - SATA, 2x745.21 SSD SAS, 6 x 2235.62 HDD SAS.</p> <ul style="list-style-type: none"> <li>• With 4 Hour ProSupport Mission Critical</li> </ul>	2	<p>80% against delivery of the servers.</p> <p>20% against successful installation.</p> <p>Along with bill, successful bidder has to submit server documents and installation acceptance documents signed by MPCB.</p>
3		Implementation and Commissioning charges of the servers mentioned in Sr. no. 2.	Lump Sum	100% against successful implementation and Commissioning of the servers.
4	Firewall	Upgrade for NGFW Device SonicWall NSA5650 (Period 3 years) to provide product better than existing firewall.	2	<p>80% against delivery of the firewall.</p> <p>Remaining 20% after successful installation.</p> <p>Along with bill, successful bidder has to submit upgrade acceptance document signed by MPCB.</p>
5		License renewal for Capture Security Appliance SonicWall CSA 1000 (Period 3 years)	1	<p>100% against successful renewal of the firewall licenses.</p> <p>Along with bill, successful bidder has to submit renewal acceptance document signed by MPCB.</p>
6		Implementation and Commissioning of the firewall mentioned in Sr. no. 4.	1	<p>100% against successful Installation.</p> <p>Along with bill, successful bidder has to submit product and license supply documents and installation acceptance documents signed by MPCB.</p>
7	Web Application Firewall (WAF)	<p>License renewal for F5 BIG-IP i2600 (Period 3 years)</p> <ul style="list-style-type: none"> <li>• With Comprehensive Onsite Support 24x7 with L3 Support</li> </ul>	2	<p>100% against successful renewal of the licenses.</p> <p>Along with bill, successful bidder has to submit renewal acceptance document signed by MPCB.</p>
8	Software Defined	License renewal for NGFW Fortinet 400E (Period 3 years)	2	100% against successful renewal of the licenses.

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Sr. No.	Subsystem Item	Scope item	Quantity	Payment Terms
	WAN (SDWAN)			Along with bill, successful bidder has to submit renewal acceptance document signed by MPCB.
9		License renewal for NGFW Fortinet 60F (Period 3 years)	12	100% against successful renewal of the licenses.  Along with bill, successful bidder has to submit renewal acceptance document signed by MPCB.
10		License renewal for NGFW Fortinet 40F (Period 3 years)	16	100% against successful renewal of the licenses.  Along with bill, successful bidder has to submit renewal acceptance document signed by MPCB.
11	Virtualization	Licenses for Two Servers with 2 CPU Each (As per Scope)	2	100% against successful Installation of the Virtualization licenses.  Along with bill, successful bidder has to submit product and license supply documents and installation acceptance documents signed by MPCB.
12		Implementation and Commissioning of virtualization solution mentioned in Sr. no. 11.	Lump Sum	100% against successful Installation of the Virtualization licenses.  Along with bill, successful bidder has to submit license supply documents and installation acceptance documents signed by MPCB.
13	Archival and Cloud Backup	New Purchase of Cloud (Sync) Archival Appliance / Storage (Capacity 130 TB) (Period 3 years) • With Comprehensive Onsite Support 24x7 with L3 Support	1	100% against successful delivery of the solution as per requirement.  Along with bill, successful bidder has to submit delivery and access credentials of the solution on cloud in the form of report accepted and signed by MPCB.
14		Installation and commissioning	Lump Sum	100% against successful Installation and commissioning of the Archival and Backup solution.  Along with bill, successful bidder has to submit successful Installation and commissioning document accepted and signed by MPCB.
15	Internet Lease Line for Archival and Cloud Backup	Internet lease line 1:1 for a period of 3 years on <b>yearly basis</b> (Bandwidth to be suggested by bidder) (Minimum 50 Mbps) #	3	100% Internet charges on quarterly basis after completion of the quarter during operation and maintenance.

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Sr. No.	Subsystem Item	Scope item	Quantity	Payment Terms
				<p>Along with bill, successful bidder has to submit successful Installation and commissioning document accepted and signed by MPCB.</p> <p>Along with bill, successful bidder has to submit issue uptime report and its acceptance signed by MPCB.</p>
16		One time Implementation	1	<p>100% against successful Installation and commissioning of the internet lease line.</p> <p>Along with bill, successful bidder has to submit successful Installation and commissioning document accepted and signed by MPCB.</p>
17	LAN Switch Renewal and Setting up new network at selected SRO's	Renewal of Support for Dell S4048 Series Switch (Period 3 years)	6	<p>100% against successful renewal of the switches.</p> <p>Along with bill, successful bidder has to submit renewal acceptance document signed by MPCB.</p>
18		Renewal of Support for Dell N1500 Series Switch (Period 3 years)	24	<p>100% against successful renewal of the switches.</p> <p>Along with bill, successful bidder has to submit renewal acceptance document signed by MPCB.</p>
19		Setting up new LAN cabling and IO's for Selected 16 SRO's (As per Annexure - 4)		
19.1		8/16/24 Port 10/100/1000 L3 Network Switches	16	<p>100% against successful Installation and commissioning of the network switches at each location.</p> <p>Along with bill, successful bidder has to submit successful Installation and commissioning document of each location accepted and signed by MPCB.</p>
19.2		Information Outlet CAT6A	160	<p>100% against successful Installation and commissioning of the network cables at each location.</p> <p>Along with bill, successful bidder has to submit successful Installation and commissioning document of each location accepted and signed by MPCB.</p>
19.3	CAT6A Cable Box with casing and capping in meters	1600	<p>100% against successful /Delivery Installation and commissioning of the network cables at each location.</p>	



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Sr. No.	Subsystem Item	Scope item	Quantity	Payment Terms
				Along with bill, successful bidder has to submit successful Installation and commissioning document of each location accepted and signed by MPCB.
19.4		24 Port Patch Panels	16	100% against successful Installation and commissioning of the patch panels at each location.  Along with bill, successful bidder has to submit successful Installation and commissioning document of each location accepted and signed by MPCB.
19.5		4U Network Racks with Cable Manager and Fans	16	100% against successful Installation and commissioning of the network racks at each location.  Along with bill, successful bidder has to submit successful Installation and commissioning document of each location accepted and signed by MPCB.
19.6		Installation and commissioning per location	16	100% against successful Installation and commissioning of the networking at each location.  Along with bill, successful bidder has to submit successful Installation and commissioning document of each location accepted and signed by MPCB.
20	Link Load Balancer (LLB)	Purchase of Link Load Balancer for two Lease lines and Application in High Availability with Comprehensive Onsite Support for 3 years	2	80% against delivery of the LLBs.  20% against successful installation  Along with bill, successful bidder has to submit LLB documents and installation acceptance documents signed by MPCB.
21		Installation and commissioning	Lump Sum	100% against successful Installation and commissioning of the LLBs.  Along with bill, successful bidder has to submit successful Installation and commissioning document accepted and signed by MPCB.
22	New Microsoft Windows	Microsoft Server Standard Edition 2022 (For No of Cores)	150	100% against delivery and successful installation of the licenses.

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Sr. No.	Subsystem Item	Scope item	Quantity	Payment Terms
	Server Licenses			Along with bill, successful bidder has to submit the license documents and installation acceptance documents signed by MPCB.
23		Microsoft Server User CAL Licenses	580	100% against delivery and successful installation of the licenses.  Along with bill, successful bidder has to submit the license documents and installation acceptance documents signed by MPCB.
24		Software Assurance for above licenses for 3 years	Lump Sum	100% against successful Installation and commissioning of the licenses at the start of the project.  Along with bill, successful bidder has to submit successful Installation and commissioning document accepted and signed by MPCB.  100% advance annually during maintenance period based on receipt of bill.
25	SIEM & SOAR	Renewal of ArcSight SIEM	50	100% against successful renewal of the ArcSight SIEM.  Along with bill, successful bidder has to submit renewal acceptance document signed by MPCB.
26		Purchase of new SOAR (As per specification mentioned in Annexure - 5)	50	80% against delivery of the SOAR solution.  20% against successful installation  Along with bill, successful bidder has to submit the product and license documents and installation acceptance documents signed by MPCB.  Successful bidder has to submit performance monitoring document and its acceptance by MPCB.
27		Installation and commissioning	Lump Sum	100 % against successful installation and commissioning.  Along with bill, successful bidder has to submit installation and commissioning acceptance document signed by MPCB.

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Sr. No.	Subsystem Item	Scope item	Quantity	Payment Terms
28	Smart Rack in lieu of PAC's	Purchase of Smart Rack	3	100% against delivery and successful installation of the Smart Rack.  Along with bill, successful bidder has to submit the product and license documents and installation acceptance documents signed by MPCB.
29		Installation and commissioning including any electrical cabling, accessories, and civil and plumbing requirements.	Lump Sum	100 % against successful installation and commissioning.  Along with bill, successful bidder has to submit installation and commissioning acceptance document signed by MPCB.
30	Uninterrupted Power Supply (UPS)	Purchase of 20 KVA Online UPS with One Hour Backup including batteries and accessories.	1	80% against delivery of the UPS solution.  20% against successful installation.  Along with bill, successful bidder has to submit the UPS product and license documents and installation acceptance documents signed by MPCB.  Successful bidder has to submit performance monitoring document and its acceptance by MPCB.
31		Installation and commissioning Charges including any electrical cabling, accessories, and civil work requirements.	Lump Sum	100 % against successful installation and commissioning.  Along with bill, successful bidder has to submit installation and commissioning acceptance document signed by MPCB.

The following payment terms will be offered to the Successful Bidders upon completing the necessary formalities and rendering deliverables as per scope of work.

- 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 / Scheduled Bank acceptable to MPCB and shall be valid for 3 months post successful completion of the contract from the date of issuance of LoA.
- All the payments at each stage will be made after deducting penalties for the stage, if applicable. The penalties applicable are mentioned in Section 3.32

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- All payments will be made within 30 days of submission of invoice, after deducting applicable TDS, if any.

**3.32 SLA and Penalties**

SLA is the contract between MPCB and the Successful bidder. SLA defines the terms of the Successful bidder’s responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by MPCB in the Service Level Agreement with Successful bidder.

In the event if it is noticed / reported that Service Level mentioned below is breached, MPCB may impose penalty. Penalty shall be calculated by MPCB and informed to selected bidder as per operational performance provided by agency. Penalty deduction would be done by MPCB from the next due to be paid or on quarterly basis.

The amount of penalty for Post Implementation (Operation and Maintenance) SLAs if any will be deducted from the bills payable to vendor or Security Deposit or both. If the amount is deducted from the security deposit, the bidder will have to recoup the amount so recovered within 10 days.

The discretion to waive the penalty if informed and found justifiable, will be with Hon. Member Secretary, MPCB. In case of any disputes, same will be settled at level of Hon. Member Secretary, MPCB.

The Successful bidder must comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality, and availability of services.

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.

- Pre-implementation and during implementation SLA

<b>Definition</b>	<b>Timely Delivery of Deliverable Items would comprise of all type of deliverables</b>
Service Level Requirement	All the deliverables defined in the contract has to be submitted on time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in number of weeks of delay from the date of submission as defined in the project contract.
Penalty for non-achievement of SLA Requirement for Supply,	Delay of services by per week would attract a penalty per week as explained below: For all types of deliverables: 2 x Per Week Penalty For system Software / OS = 2 x Per Week Penalty The total penalty would be generated by the product of the above and the number of weeks delay. • The Penalty per week for delay in any Software component is <b>Rs. 5,000/-</b>

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Definition	Timely Delivery of Deliverable Items would comprise of all type of deliverables
installation, and Commissioning of the Setup	<ul style="list-style-type: none"> <li>The Penalty per week for delay in all types of deliverables is <b>Rs. 5,000/-</b></li> <li>Non availability of any input from MPCB side shall not be considered as SLA breach, however the same has to be substantiated.</li> </ul>

- Post-implementation SLA

The Successful bidder would get an initial period of SLA holiday, i.e., a time period for which SLAs will not be applicable. This time should be utilized by the Successful bidder to stabilize the system and to ensure adherence to the performance standards laid down by the SLAs. The SLA holiday period is one month after successful implementation of the enterprise system including acceptance by MPCB.

- Resolution Time

Definition	Penalty calculation basis								
Service Level Requirement	<p>Any query after being given a response should be classified for resolution in following three categories.</p> <p>(i) Resolution Level 1 (R1): Queries regarding issues which has the greatest impact wherein the user is not able to perform his/her regular work; For example, unable to access the system, unable to login into the system due to errors in software/Hardware/Network, etc.</p> <p>(ii) Resolution Level 2 (R2): Queries regarding issues which has medium impact wherein the user is partially able to perform his/her regular work; For example, user is able to login and perform most of his normal work but can't export a certain document.</p> <p>(iii) Resolution Level 3 (R3): Queries regarding issues which have the least/no impact involving cosmetic changes. For example, required object is not visible on the web page, etc.</p> <p>The Bidder should provide service as per the following standards –</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Type of query</th> <th>Resolution time</th> </tr> </thead> <tbody> <tr> <td>R1</td> <td>2 Day</td> </tr> <tr> <td>R2</td> <td>3 Days</td> </tr> <tr> <td>R3</td> <td>4 Days</td> </tr> </tbody> </table> <p>(R1, R2, R3 will be decided with Successful bidder afterwards).</p>	Type of query	Resolution time	R1	2 Day	R2	3 Days	R3	4 Days
Type of query	Resolution time								
R1	2 Day								
R2	3 Days								
R3	4 Days								
Measurement of Service Level Parameter	The service level would be defined in the number of days calculated from the date of logging the call/raising the request with the Contractor including holidays.								
Penalty for non-achievement of SLA requirement	<p>Delay of every day would attract a penalty per day as per the following:</p> <p>For R1 = <b>Rs. 1000/-</b> Per day Penalty</p> <p>For R2 = <b>Rs. 500/-</b> Per day Penalty</p> <p>For R3 = <b>Rs. 250/-</b> Per day Penalty</p> <p>The software / tool / regular reports shall be provided by the bidder for calculating the down time of system for the implemented systems.</p>								

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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.

### **3.33 Indemnification**

The bidder, if selected as Successful Bidder, will agree, 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 provide 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.

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### **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.

### **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 contract period plus 3 months, as defined this tender document.
  - b. The Performance Bank Guarantee should be furnished within 15 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



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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.

### **3.52 Force Majeure**

The selected agency shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the selected agency, not involving the selected agency's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the selected agency include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, Epidemic, Pandemic, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the agency to take benefit of this clause it is a condition precedent that the selected agency must promptly notify MPCB, in writing of such conditions and the cause thereof within five (5) calendar days of the arising of the Force Majeure event. MPCB, or the consultant / committee appointed by MPCB shall study the submission of the selected agency and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by MPCB in writing, the selected agency

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shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

### **3.53 Risk Purchase Clause**

In the event selected agency fails to execute the project as stipulated in the Contract Agreement, or as per the directions given by MPCB from time to time, MPCB reserves the right to procure similar services from the next eligible bidder or from alternate sources at the cost of the selected agency. Before taking such a decision, MPCB shall serve a notice period of one month to the selected agency.

The 30 days' notice period shall be considered as the 'Cure Period' to facilitate the agency to cure the breach. The provision for Risk Purchase shall be evoked in the event the selected agency fails to correct the breach within the 'Cure Period'. Further, the selected agency's liability to pay shall be set as 25% of the value of the undelivered services.

### **3.54 Limited Liability towards MPCB**

The selected agency's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The selected agency shall be liable to MPCB for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the selected agency and its employees, including loss caused to MPCB on account of defect in goods or deficiency in services on the part of agency or his agents or any person / persons claiming through or under said System Integrator.

The selected agency's aggregate liability in connection with obligations undertaken as a part of this contract regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by MPCB for:

- a. The particular supply of Hardware, Software, Licenses, Upgrade, Renew, and associated services provided during the twelve (12) months immediately preceding the date of the claim that in each case is the subject of the claim.

This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the selected agency is legally liable.

### **3.55 Conflict of Interest**

The selected agency shall disclose to MPCB in writing, all actual and potential conflicts of interest that exist, arise, or may arise (either for the selected agency or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. The selected agency shall hold MPCB's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

### **3.56 Third Party Claims**

- a. Subject to Sub-clause (b) below, the selected agency (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, MPCB, or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

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- i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
- ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation, and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
- iii. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
- v. Agency hereby indemnify and hold indemnified MPCB harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
- vi. All settlements of claims subject to indemnification under this Article will:
  - (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and
  - (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
- vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings.
- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.
- ix. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

Agency will defend or settle third party claims against MPCB solely attributable to the agency's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of agency branded hardware/software/deliverables/services, etc. (together "deliverables") supplied by the agency. The agency shall pay all costs, damages, and attorney's fees that a court finally awards.

MPCB shall provide agency with prompt notice of such claim and extend full cooperation and assistance, information, and authority reasonably necessary to defend or settle such claim. The agency will have adequate opportunity to control the response thereto and the defense thereof.

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Further as an exclusion, the agency shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable.

**Section II:**  
**Current Infrastructure**  
**Proposed Solution**  
**Scope of Work**

#### 4. Current Infrastructure

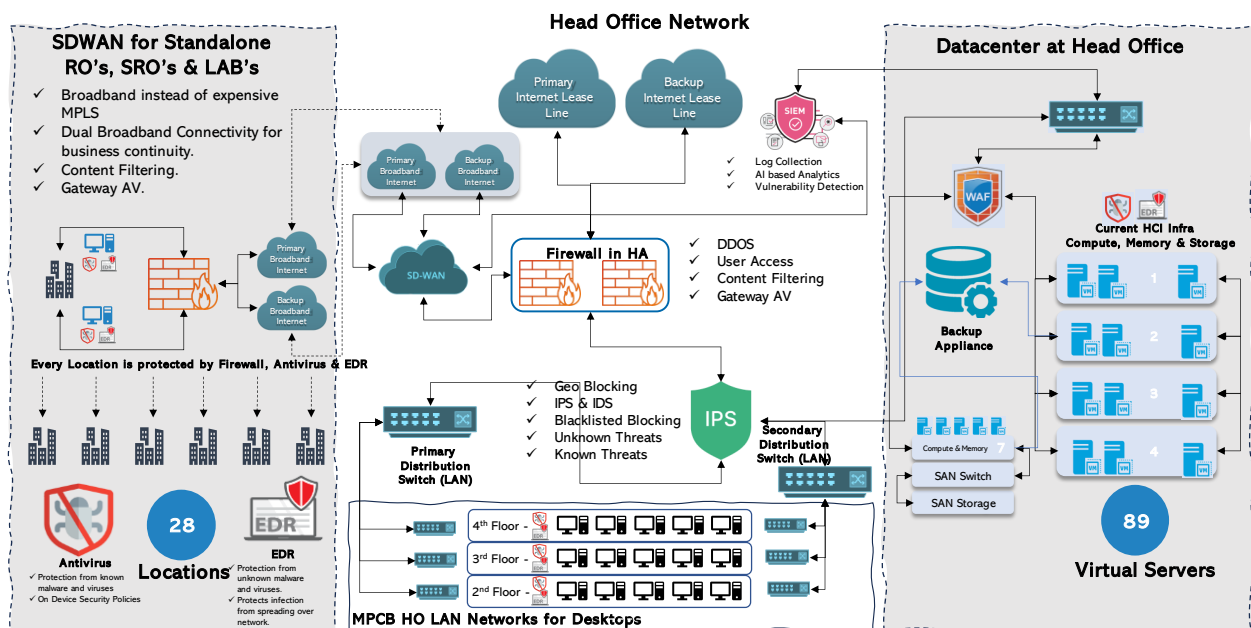
##### 4.1 Background and Overview

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, Intrusion Prevention System, 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.

##### 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 environment.

##### 4.2.1 Overview of the MPCB Data Centre and Head Office Network



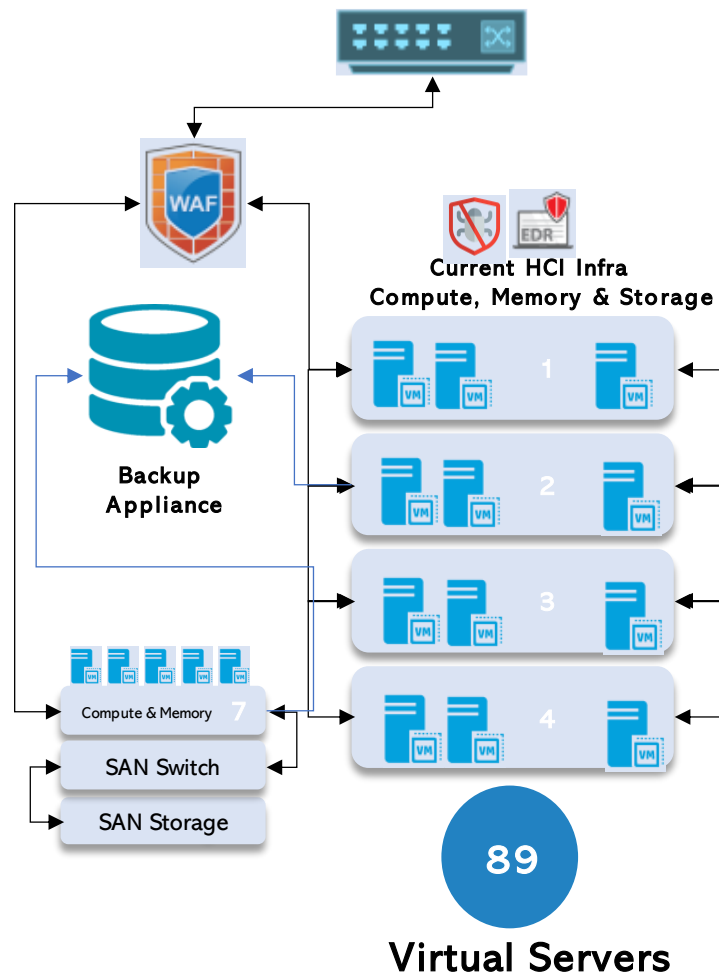
The above figure provides snapshot of the Data Centre Components. Each of the components are briefly explained subsequently.

The figure depicts the key components of MPCB Data Centre and Head office interconnectivity.

##### 4.2.2 Data Centre Network Schematic

The following figure depicts the network infrastructure at DC.

## Datacenter at Head Office



**DC Network:** The schematic depicts the Core Switches in HA mode. Connectivity of the Converged and Hyper-converged Server infrastructure to the rest of the Network at HO is depicted along with Web Application Firewall (WAF).

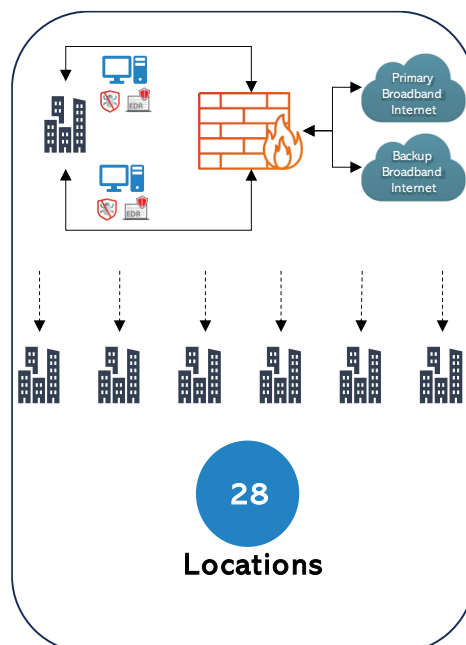
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**Local Area Network (LAN):** The diagram below depicts the LAN network at HO. There are primary and secondary Distribution switches which connect to edge switches on each floor.



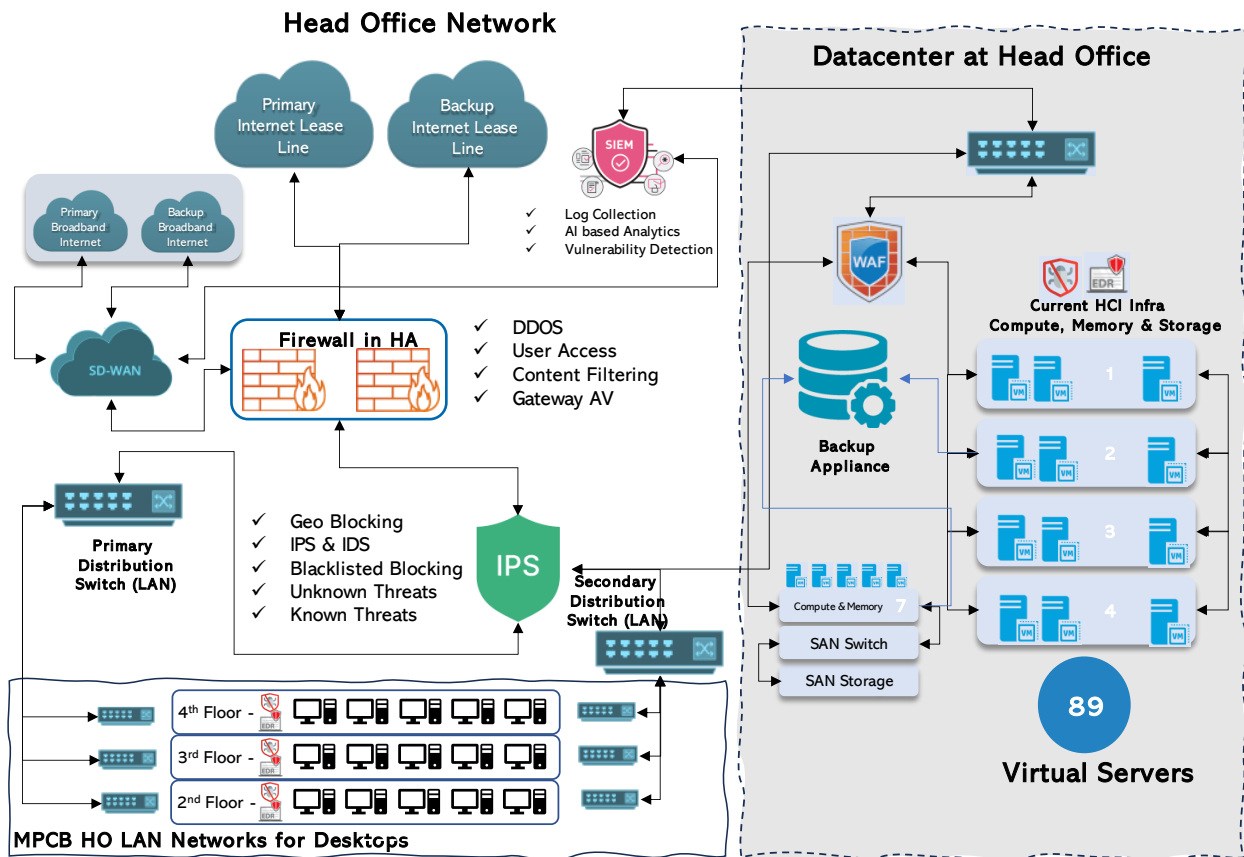
**4.2.3 Wide Area Network (WAN):**

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.





#### 4.2.4 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 **CSA Capture Security Appliance**. CSA uses a combination of reputation-based checks, static file analysis and SonicWall's 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.

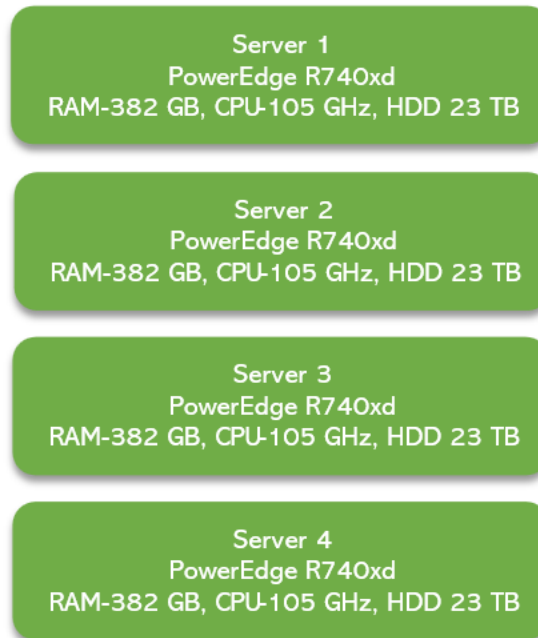
**Intrusion Prevention System (IPS)** is installed behind the firewall and actively monitors network traffic to detect and prevent unauthorized access attempts, attacks, and malicious activities. IPS uses predefined attack signatures and behavioral analysis to identify threats. When an intrusion attempt is detected, IPS takes actions such as blocking traffic or alerting administrators. Regular updates and proper configuration are made for optimal performance.

#### 4.2.5 Current Hyper Converged Infrastructure

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Head Office DC hosts a total of 4 Nos of Servers in HCI (Hyper Converged Infrastructure). The Hyper Converged environment uses vSAN storage virtualization to fulfil Storage requirements. There is a total of 4 Physical Servers configured over HCI using VMware virtualization solution.

**Existing Servers**



**Existing Capacity:**

Total usable virtual Storage Capacity – 86 TB  
Total RAM Capacity – 1.5 TB  
Total CPU Capacity – 421.44 GHz

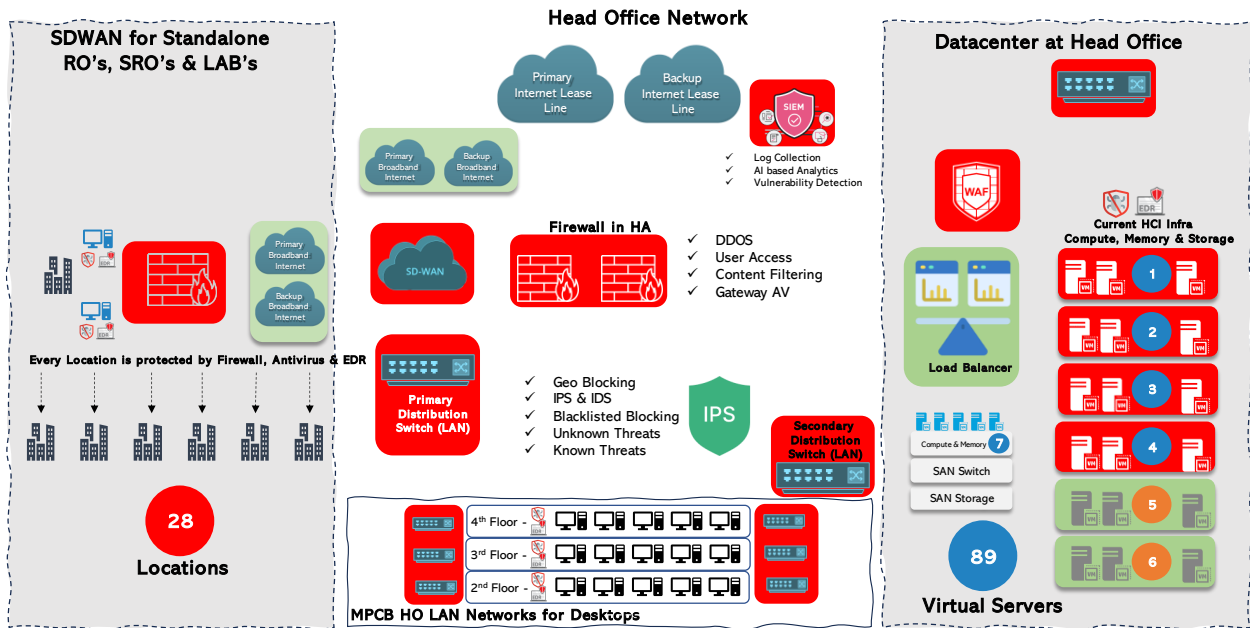
**5. Proposed Solution**

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 DR solution for Business Continuity purposes.

The RFP has hardware / physical components renewal like Servers, Firewalls, SIEM, and WAF.

The diagram below gives a representation of the Current MPCB IT infrastructure with all renewal (in Red) and new purchase (in Green) components.

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**5.1.1 The Solution Requirements:**

The proposed solution has many components related to MPCB Datacenter, Network and Security. The Service Provider must ensure that every renewal, upgrade, or new purchase has been verified by understanding existing Licenses, configuration, network connectivity, Application / Service Integration and Security and Policy requirements of the Board. It will be the Service Provider's ultimate responsibility to handover the Modernized Infrastructure to MPCB in proper working condition as per MPCB's expectations with configurations compliant with MPCB's current IT Security policy.

1. New HCI Server Compute requirements  
The servers supplied to extend existing HCI environment must perform at par or better than existing servers.
2. Purchase of Virtualization licensing  
Two Virtualization licenses are required with the proposed two new servers. Please supply the licenses in accordance with the server sizing.  
The technical specifications and compliance are mentioned in Annexure – 5.

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3. Archival Solution and Appliance

Service Provider must supply Archival Solution in existing Commvault Backup Solution.

The Cloud storage must be provided as a service and must be hosted in Datacenters in India.

The IOPS performance must be in line with the Board's current RPO and RTO Policies.

The current cloud appliance must be sized as per actual Archival Size. The Configuration should be scalable on demand. Cloud Billing should be done only for the period and capacities utilized.

The solution must have the option to extend the archival retention period.

### **5.1.2 Security devices Renewal**

- Firewall (License) Renewal

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 the network with required access rules and policies. The traffic generated over this Gateway firewall is monitored and analyzed by (CSA) Capture Security Appliance from SonicWall CSA 1000. The OEM must ensure that the CSA device support should be valid till the newly supplied firewall validity, which should not be less than 5 years.

The proposed renewal must ensure both the Firewall must be upgraded with Licenses as per existing licensing stack CSA License to be renewed for next 3 years.

The Service Provider must provide offsite resource / security analyst, who shall monitor the security infrastructure and provide quarterly reports related to threat surface and provide on-premise support in case of any incidents.

- WAF Renewal

Web Application Firewall (WAF) serves as a perimeter appliance and protects all Web applications served by MPCB to public / industries over internet. The renewal must ensure all existing licensing stack is renewed. The Service Provider must check the existing configuration and help MPCB Datacenter team to re-configure / optimize the configuration ensuring optimal security over the WAF.

The Service Provider must provide offsite resource / security analyst, who shall monitor the security infrastructure and provide quarterly reports related to threat surface and provide on-premise support in case of any incidents

SIEM / Log Monitoring Renewal and Purchase of SOAR (Note: This was not marked as header and was part of last para. I just made it section)

Service Provider must ensure to renew all existing SIEM license stack. 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.

Proposed SOAR needs to be tightly integrated with existing SIEM and must be able to exchange configuration and analytical information with proposed SOAR. The solution must integrate with all the

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security components at MPCB and provide extensive threat intelligence, analytics dashboard, reports and provide cause and solution to close any possible vulnerability and threats which can be exploited.

The Service Provider must check the existing configuration and help MPCB Datacenter team to re-configure, integrate, and optimize the SOAR and SIEM configuration ensuring Threat Surface analytics with proposed Upgrades.

The Service Provider must provide offsite resource / security analyst, who shall monitor the security infrastructure and provide quarterly reports related to threat surface and provide on-premise support in case of any incidents.

**5.1.3 Internet connectivity requirements for Cloud Backup Solution:**

Backup Solution needs internet connectivity. Service Provider needs to provide bandwidth sizing required to sync data to cloud. MPCB will make necessary provisions to upgrade bandwidth of existing internet lease lines or provision separate lease lines for this activity. The provider must check existing links and ensure that the new link is not provided from any of the existing ISP's.

**5.1.4 Link Load Balancer - LLB (HA):**

MPCB has multiple Lease line links providing various application services to industries across Maharashtra. The propose LLB must be able to distribute traffic across multiple WAN links efficiently and provide an optimal utilization of available links and present any single link from being over utilized or failure. The proposed solution must provide redundancy and high performance by balancing the load between these links. The proposed LLB must be able to provide Round Robin, Weighted Round Robin, and Shortest Response time.

**5.1.5 Purchase of new Smart Racks and Buy back of existing Precision Air Conditioners (PAC):**

MPCB has a state of Art in-house DC at Sion Head office. The Datacenter is cooled using two 5.5 Tons Precision Air Conditioners which need to be replaced with new internal Cooling Smart Racks. The Service Provider must check the existing PAC's configuration, Server, Network, Storage and Other DC components and accordingly provide Smart Racks with High Availability Air Conditioning for MPCB Datacenter.

The Service Provider must:

Supply, Install, Configure, and implement of Smart Racks and Support the same for 5 years from OEM.

Cost of the solution must include two air-conditioning units of 1.5 tons each, required for maintaining room temperature at optimal state.

- a. Buy back the old PACs.
- b. Perform quarterly health checks and maintenance during the support period and provide a report for the same.

**5.1.6 Purchase of new Uninterrupted Power Supply (UPS):**

The Service Provider must supply one new UPS system as per the sizing mentioned below:

- 20 KVA Online UPS system (including batteries and accessories) with One Hour Power Backup.

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**The Service Provider must:**

- a. Supply, Configuration and implementation of UPS and Support for 5 years from OEM.
- b. Provide support and warranty for all supplied batteries and accessories for a period of 5 years.
- c. Buy back the old UPS with batteries.
- d. Must perform quarterly health checks and maintenance for UPS and Batteries during the support period and provide a report for the same.

Additional components and services which will be part of the proposed upgrade and renewal infrastructure are under Section 6.4.

Please refer to this section for all renewal and upgrade of existing components.

## **6. Scope of Work**

### **6.1 Stakeholders and their responsibilities**

There are TWO (2) stakeholders in the project viz. MPCB and Service Provider (SP). Broad roles of each of the stakeholders 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 Modernization process and will ensure that the same are available during the transition process.

The Service Provider must provide offsite resource / security analyst, who shall monitor the security infrastructure and provide quarterly reports related to threat surface and provide on-premise support in case of any incidents.

The Service Provider (SP) is responsible seamlessly executing the assignment of Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra. This will involve understanding of the Current IT infrastructure, Proposed infrastructure, detailed Planning and Management of all activities for seamlessly transitioning to modernized infrastructure, which includes, configuration and installation of various components of IT infrastructure. Finally, after completing the installation and transition, the SP is required to ensure support for the IT infrastructure for a period of THREE (3) / FIVE (5) years as mentioned in the RFP. It may further be noted that the SP is required to complete the Modernization with least disruption of IT services and with minimum downtimes during MPCB's working hours.

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.

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 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
- Supply, Installation, setup, and commissioning.

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- Documentation and Reporting
  - Create documentation of the infrastructure, workflows, Network Diagrams as a part of the handover exercise.
- Seamless handover to MPCB and assist in transition, if required, at the end of the tenure of the contract.
- The Service Provider must provide offsite resource / security analyst, who shall monitor the security infrastructure and provide quarterly reports related to threat surface and provide on-premise support in case of any incidents.

The scope items and services to be delivered within the scope of this RFP is listed below:

Sr. No.	Subsystem Item	Scope item	Quantity	Scope item to be delivered as (New/ Renewal /Upgrade)
1	Servers	Renewal of Dell PowerEdge R740xd Servers with Support Pack for 3 Years having configurations as under:  2x Intel XEON Gold 5220R @ 2.20 GHz, 6 x 32 GB DDR4 RAM, 2x 447.13 SSD - SATA, 2x745.21 SSD SAS, 6 x 2235.62 HDD SAS. • With 4 Hour ProSupport Mission Critical.	4	Renewal
2		New Purchase of Dell PowerEdge R740xd Servers Support Pack for 3 Years having configurations as under:  2x Intel XEON Gold 5220R @ 2.20 GHz, 6 x 32 GB DDR4 RAM, 2x 447.13 SSD - SATA, 2x745.21 SSD SAS, 6 x 2235.62 HDD SAS. • With 4 Hour ProSupport Mission Critical	2	New
3		Installation and Commissioning of the servers mentioned in Sr. no. 1 and 2.	Lump Sum	New
4	Firewall	Upgrade for NGFW Device SonicWall NSA5650 (Period 3 years) to provide product better than existing firewall.	2	Upgrade
5		License renewal for Capture Security Appliance SonicWall CSA 1000 (Period 3 years)	1	Renewal
6		Implementation and Commissioning of the firewall mentioned in Sr. no. 4.	1	New
7	Web Application Firewall (WAF)	License renewal for F5 BIG-IP i2600 (Period 3 years)  • With Comprehensive Onsite Support 24x7 with L3 Support	2	Renewal
8		License renewal for NGFW Fortinet 400E (Period 3 years)	2	Renewal

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Sr. No.	Subsystem Item	Scope item	Quantity	Scope item to be delivered as (New/ Renewal /Upgrade)
9	Software Defined WAN (SDWAN)	License renewal for NGFW Fortinet 60F (Period 3 years)	12	Renewal
10		License renewal for NGFW Fortinet 40F (Period 3 years)	16	Renewal
11	Virtualization	Licenses for Two Servers with 2 CPU Each (As per Scope)	2	New
12		Implementation and Commissioning of virtualization solution mentioned in Sr. no. 11.	Lump Sum	New
13	Archival and Cloud Backup	New Purchase of Cloud (Sync) Archival Appliance / Storage (Capacity 130 TB) (Period 3 years) <ul style="list-style-type: none"> <li>With Comprehensive Onsite Support 24x7 with L3 Support</li> </ul>	1	New
14		Installation and commissioning	Lump Sum	New
15	Internet Lease Line for Archival and Cloud Backup	Internet lease line 1:1 for a period of 3 years on yearly basis (Bandwidth to be suggested by bidder) (Minimum 50 Mbps) #	3	New
16		One time Implementation	1	New
17	LAN Switch Renewal and Setting up new network at selected SROs	Renewal of Support for Dell S4048 Series Switch (Period 3 years)	6	Renewal
18		Renewal of Support for Dell N1500 Series Switch (Period 3 years)	24	Renewal
19		Setting up new LAN cabling and IOs for Selected 16 SROs (As per Annexure -4)		
19.1		8/16/24 Port 10/100/1000 L3 Network Switches	16	New
19.2		Information Outlet CAT6A	160	New
19.3		CAT6A Cable Box with casing and capping in meters	1600	New
19.4		24 Port Patch Panels	16	New
19.5		4U Network Racks with Cable Manager and Fans	16	New
19.6		Installation and commissioning charges per location	16	New
20	Link Load Balancer (LLB)	Purchase of Link Load Balancer for two Lease lines and Application in High Availability with Comprehensive Onsite Support for 3 years	2	New
21		Installation and commissioning	Lump Sum	New
22	New Microsoft Windows Server Licenses	Microsoft Server Standard Edition 2022 (For No of Cores)	250	New
23		Microsoft Server User CAL Licenses	580	New
24		Software Assurance for 3 years	Lump Sum	New
25		Renewal of ArcSight SIEM	50	Renewal



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<b>Sr. No.</b>	<b>Subsystem Item</b>	<b>Scope item</b>	<b>Quantity</b>	<b>Scope item to be delivered as (New/ Renewal /Upgrade)</b>
26	SIEM & SOAR	Purchase of new SOAR (As per specification mentioned in Annexure - 5)	50	New
27		Installation and commissioning	Lump Sum	New
28	Smart Rack in lieu of PAC's	Purchase of Smart Rack	3	New
29		Installation and commissioning Charges including any electrical cabling, accessories, and civil and plumbing requirements with five years onsite support.	Lump Sum	New
30	Uninterrupted Power Supply (UPS)	Purchase of 20 KVA Online UPS with One Hour Backup including batteries and accessories.	1	New
31		Installation and commissioning Charges including any electrical cabling, accessories, and civil work requirements with five years onsite support.	Lump Sum	New

### **6.3 One Time Activity**

#### **6.3.1 Project Planning & Management:**

1. Understand the current infrastructure setup of MPCB Data Center 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 an upgradation of a LIVE Datacenter, the transition must be seamless and with minimal downtime, especially during the working hours of the Board.
3. Prepare a micro-level 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, Virtualization, Connectivity and finalize the same with the PMC.

#### **6.4 Training**

The bidder must provide one time training for all new purchases to be delivered within the scope of this RFP. The training must be imparted in person by the experts onsite to the selected IT staff of MPCB. The schedule of training shall be mutually finalized with the selected bidder. The selected bidder must obtain training completion certificate from the HoD to mark the completion of delivery of scoped items within the scope of this RFP.

#### **6.5 Detailed scope of work**

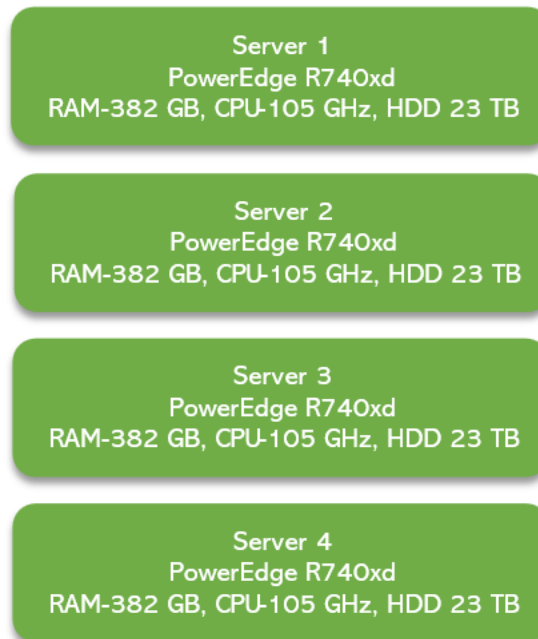
##### **6.5.1 Support renewal for HCI Server's and Purchase of two new servers for same environment:**

Current Infrastructure:

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MPCB uses Software Defined Architecture in its datacenter. Currently four Servers

Existing Servers



**Existing Capacity:**

Total usable virtual Storage Capacity – 86 TB

Total RAM Capacity – 1.5 TB

Total CPU Capacity – 421.44 GHz

are configured in HCI.

The Service Provider must renew server support for three years with Four Hours resolution for these existing four servers through OEM support pack. Details of existing servers are mentioned in the **Annexure - 5**.

The Service Provider is responsible for providing L1 (Basic identification of issue and reporting the OEM) support for any issues / configuration requirements during the support period.

Proposed new servers:

The Service Provider must supply two new servers with similar or better configuration as mentioned in the figure. Details of servers are mentioned in the **Annexure - 5**.

**The scope of the work includes:**

1. Check existing connectivity and ensure similar connectivity and ports with the new servers.

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Additional 2 Server in HCI

Server 5  
PowerEdge R740xd  
RAM-382 GB, CPU-105 GHz, HDD 23 TB

Server 6  
PowerEdge R740xd  
RAM-382 GB, CPU-105 GHz, HDD 23 TB

**Proposed Capacity:**

Virtual Storage Capacity – 46 TB (**Usable**)

RAM capacity – 764 GB

CPU capacity – 210 GHz

Final Capacity:

Total Virtual Storage Capacity – 132 TB (**Usable**)

Total RAM Capacity – 2.2 TB

Total CPU Capacity – 630 GHz

2. Configure the new servers for HCI and connect them with the existing environment.
3. Perform testing and commissioning.

License renewal and Support for Firewall:

The Datacenter is equipped with SonicWall Firewall (in HA) at perimeter and Capture Security Appliance. The Service Provider needs to provide upgrade for Firewalls with support for a period of three years. The CSA appliance licenses need to be renewed from OEM for a period of three years. Details of the devices are provided in the **Annexure - 5**.

The Service Provider is responsible for providing L1 (Basic identification of issue and reporting the OEM) support for any issues / configuration requirements during the support period.

License renewal and Support for Web Application Firewall (WAF):

The Datacenter is equipped with F5 Web Application Firewall (WAF) Appliance (in HA). The Service Provider needs to provide renewal of license from OEM for a period of three years. Details of the devices are provided in the **Annexure - 5**.

The Service Provider is responsible for providing L1 (Basic identification of issue and reporting the OEM) support for any issues / configuration requirements during the support period.

License renewal and Support for Software Defined Wide Area Network (SD-WAN):

MPCB has offices at multiple locations across Maharashtra. These offices are connected using SD-WAN. The current SD-WAN infrastructure is using Fortinet NGFW firewalls at each location. The Service Provider needs to renew these licenses and support from OEM for a period of three years. Details of the devices are provided in the **Annexure - 5**.

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The Service Provider is responsible for providing L1 (Basic identification of issue and reporting the OEM) support for any issues / configuration requirements during the support period.

Two Licenses for Virtualization

Service Providers must ensure that license is provided for a period of three years with latest versions. Details of the devices are provided in the **Annexure – 5**.

**New License requirements**

Sr. No.	Virtualization License Requirement Servers	Quantity
1		

The Service Provider is responsible for providing initial installation of licenses, L1 (Basic identification of issue and reporting the OEM) support, periodic checks, and update support for any issues / configuration requirements during the support period. The vendor may provide a similar or better virtualization solution, which satisfies MPCB virtualization requirements and Azure DR replication. Any unit price quoted by the vendor will be validated for minimum 180 days from the date of submission of the bid and MPCB may at its discretion may increase or decrease the quantity of products / licenses.

Supply Of Archival and Cloud Backup Solution:

The Service Provider needs to supply Archival and Cloud Backup solution with existing Commvault license. The solution requires a Cloud Backup Appliance for archival of backups as per retention policies followed by the Board.

The entire solution must integrate with the existing backup solution and backup policies deployed. The Service Provider is responsible for understanding the current backup solution connectivity requirements (Local and Internet), design, configuration and accordingly provide the required solution.

The entire solution must provide OEM license and support, Cloud Service Provider services and support for a period of three years.

Sr. No.	Description	Nos.
1	<b>New Purchase</b> of Cloud (Sync) Archival Appliance / Storage (Capacity 130 TB) (Period 3 years)	1

The Service Provider is responsible for configuration, testing and deployment of the entire solution, must provide periodic checks and update support for any issues / configuration requirements during the support period.

Renewal of LAN Switch Licenses for HO and RO's.

MPCB has twenty-nine (29) total offices across Maharashtra. Currently Head Office (HO) and all Regional Offices (RO) are equipped with Dell Switches which require Support and License renewal. Service Provider must provide Support and License renewal from OEM for three years.

**Purchase of new Switches for selected SRO's and Setup SRO Local Network.**

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The Service Provider must supply, install, and commission Local Area Network (LAN) at 16 (Sub Regional Offices) SRO Locations in Maharashtra. Broad scope will be as follows:

1. Supply of New 8/16/24 Port LAN Network Switches with 10/100/1000 Mbps connectivity for 16 (Sub Regional Offices) SRO Locations each across Maharashtra with three years License & Support from OEM. **(Specifications provided in Annexure – 5)**
2. Supply of CAT6A cabling, IO patching and Patch Panels in existing racks, which will terminate to new Switches.
3. The Service Provider must inspect these locations and provide a design, implementation plan and timelines location wise and suggest replacement of passive component / racks if required.
4. The Service Provider is responsible for providing initial support, periodic checks and update support for any issues, configuration requirements, and network cabling; IO, Panel punching / crimping issues during the support period.

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**List if Endpoints per SRO location:**

<b>Sr. No.</b>	<b>Locations</b>	<b>No. of Endpoints</b>
1	SRO Tarapur	11
2	SRO Mahad	4
3	SRO Satara	7
4	SRO Solapur	4
5	SRO Sangli	6
6	SRO Ratnagiri	5
7	SRO Chiplun	11
8	SRO Jalgaon	5
9	SRO Dhule	5
10	SRO Ahmednagar	3
11	SRO Jalna	5
12	SRO Parbhani	2
13	SRO Nanded	5
14	SRO Latur	4
15	SRO Bhandara	4
16	SRO Akola	4
	<b>Total Count of Locations - 16</b>	

Details of the devices and site locations will be provided in the **Annexure – 5**.

Renewal of Windows server License:

The Service Provider must provide Microsoft Windows 2022 Standard Edition Server with Client Access Licenses (CALs) Licenses as mentioned in the below table.

<b>Sr. No.</b>	<b>Description</b>	<b>Nos.</b>
1	Microsoft Server 2022 Standard Edition (For No of Cores)	250
2	Microsoft Server User CAL Licenses	580
3	Software Assurance for 1 and 2 mentioned above	1

The Service Provider must provide Software Assurance for the above 1<sup>st</sup> and 2<sup>nd</sup> Line items for a period of three (3) years.

The Service Provider is responsible for providing Installation, initial support, periodic checks and update support for any issues, configuration requirements during the support period.

Renewal of Security Information and Event Management (SIEM) and Purchase of Security Orchestration, Automation and Response (SOAR):

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The Service Provider must provide renewal for existing OpenText ArcSight SIEM for a period of Three years from the OEM.

The Service Provider must study the current configuration and Analytics and accordingly re-configure SIEM and freshly configure SOAR as per MPCB IT Policies.

The Service Provider must provide a detailed understanding document of the current infrastructure and accordingly design and implement SIEM and SOAR solution. The Service Provider must provide training to MPCB IT infrastructure team for monitoring and identifying threat landscape.

The Service Provider is responsible for providing expert input as and when required and provides quarterly reports about MPCB threat landscape and actionable tasks to detect and prevent threats.

## **6.6 Other Responsibilities of the Service Provider**

1. Allow MPCB officials to visit suggested sites for inspection during implementation.
2. The service provider must take appointment for visiting site / Datacenter in advance in writing and must be approved by MPCB official.
3. Study existing infrastructure for network connectivity, Space, power and accordingly size new deliverables.
4. Ensure space is made available in Datacenter and Racks for installation and configuration of the new devices.

### **6.6.1 Documentation:**

1. The Bidder is required to ensure the documentation of the entire DC and other IT infrastructure as a part of the handover exercise.
2. The documentation to include:
  - a. Overview of implemented solution.
  - b. Configuration details.
  - c. Change management details.
  - d. Support matrix with escalation up to last level.

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

### **6.7 Support:**

1. 24x7x365 support for Hardware, OS and other components 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. Scheduled Preventive and incidental breakdown maintenance services as per the support commitments.

#### **Note:**

In case of non-feasibility of upgrade or renewal of any particular Product / OEM. Bidder shall be at liberty to quote, equivalent product that shall completely and fully meet the functional objective of the MPCB project. The proposed solution must seamlessly integrate with existing system.

## **6.8 MPCB discretion will be final in such matter.**

### **6.8.1 Responsibilities of MPCB:**

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1. Facilitate access and information availability to the Service Provider
2. Acceptance of the Implementation schedule provided by SP after due review.
3. Ensuring availability of the downtime based on the implementation schedule on reasonable notice given by the SP.
4. Ensuring data backup for the servers and storage before upgradation and implementation of new devices and servers.
5. Ensuring support availability from the respective Vendors for the Application Software, wherever required.
6. Ensuring availability of various vendors such as Civil and Electrical Contractors, Network Contractors, Security Contractors, Internet 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. Issue of CoOP upon receipt of satisfactory project implementation and documentation.

**6.9 Delivery / Disposal Schedule**

**6.9.1 Delivery Schedule for Renewal and Upgrade items**

Sr. No.	Subsystem Item	Scope item	Quantity	Delivery Timeline
1	Servers	Renewal of Dell PowerEdge R740xd Servers with Support Pack for 3 Years having configurations as under:  2x Intel XEON Gold 5220R @ 2.20 GHz, 6 x 32 GB DDR4 RAM, 2x 447.13 SSD - SATA, 2x745.21 SSD SAS, 6 x 2235.62 HDD SAS. • With 4 Hour ProSupport Mission Critical.	4	1 month after receipt LoA
2	Firewall	Upgrade for NGFW Device SonicWall NSA5650 (Period 3 years) to provide product better than existing firewall.	2	1 month after receipt LoA
3		License renewal for Capture Security Appliance SonicWall CSA 1000 (Period 3 years)	1	
4	Web Application Firewall (WAF)	License renewal for F5 BIG-IP i2600 (Period 3 years)  • With Comprehensive Onsite Support 24x7 with L3 Support	2	1 month after receipt LoA
5	Software Defined WAN (SDWAN)	License renewal for NGFW Fortinet 400E (Period 3 years)	2	1 month after receipt LoA
6		License renewal for NGFW Fortinet 60F (Period 3 years)	12	1 month after receipt LoA
7		License renewal for NGFW Fortinet 40F (Period 3 years)	16	1 month after receipt LoA
8	LAN Switch Renewal and Setting up new network at selected SROs	Renewal of Support for Dell S4048 Series Switch (Period 3 years)	6	1 month after receipt LoA
9		Renewal of Support for Dell N1500 Series Switch (Period 3 years)	24	1 month after receipt LoA



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Sr. No.	Subsystem Item	Scope item	Quantity	Delivery Timeline
10	SIEM & SOAR	Renewal of ArcSight SIEM	50	1 month after receipt LoA

**6.9.2 Delivery Schedule for New items**

Sr. No.	Subsystem Item	Scope item	Quantity	Delivery Timeline
1	Servers	New Purchase of Dell PowerEdge R740xd Servers Support Pack for 3 Years having configurations as under:  2x Intel XEON Gold 5220R @ 2.20 GHz, 6 x 32 GB DDR4 RAM, 2x 447.13 SSD - SATA, 2x745.21 SSD SAS, 6 x 2235.62 HDD SAS. • With 4 Hour ProSupport Mission Critical	2	3 months after receipt LoA
2		Installation and Commissioning of the servers mentioned in Sr. no. 1 and 2.	Lump Sum	
3	Firewall	Implementation and Commissioning of the firewall mentioned in Sr. no. 4.	1	3 months after receipt LoA
4	Virtualization	Licenses for Two Servers with 2 CPU Each (As per Scope)	2	3 months after receipt LoA
5		Implementation and Commissioning of virtualization solution mentioned in Sr. no. 11.	Lump Sum	
6	Archival and Cloud Backup	New Purchase of Cloud (Sync) Archival Appliance / Storage (Capacity 130 TB) (Period 3 years) • With Comprehensive Onsite Support 24x7 with L3 Support	1	3 months after receipt LoA
7		Installation and commissioning	Lump Sum	
8	Internet Lease Line for Archival and Cloud Backup	Internet lease line 1:1 for a period of 3 years on yearly basis (Bandwidth to be suggested by bidder) (Minimum 50 Mbps) #	3	3 months after receipt LoA
9		One time Implementation	1	
10	LAN Switch Renewal and Setting up new network at selected SROs	Setting up new LAN cabling and IOs for Selected 16 SROs (As per Annexure -4)		6 months after receipt LoA
10.1		8/16/24 Port 10/100/1000 L3 Network Switches	16	
10.2		Information Outlet CAT6A	160	
10.3		CAT6A Cable Box with casing and capping in meters	1600	
10.4		24 Port Patch Panels	16	
10.5		4U Network Racks with Cable Manager and Fans	16	
10.6		Installation and commissioning charges per location	16	
11	Link Load Balancer (LLB)	Purchase of Link Load Balancer for two Lease lines and Application in High Availability with Comprehensive Onsite Support for 3 years	2	6 months after receipt LoA
12		Installation and commissioning	Lump Sum	

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Sr. No.	Subsystem Item	Scope item	Quantity	Delivery Timeline
13	New Microsoft	Microsoft Server Standard Edition 2022 (For No of Cores)	250	3 months after receipt LoA
14	Windows	Microsoft Server User CAL Licenses	580	
15	Server Licenses	Software Assurance for Sr. no. 13 and 14 mentioned above for 3 years	Lump Sum	
16	SIEM & SOAR	Purchase of new SOAR (As per specification mentioned in Annexure - 5)	50	3 months after receipt LoA
17		Installation and commissioning	Lump Sum	
18	Smart Rack in lieu of PAC's	Purchase of Smart Rack	3	3 months after receipt LoA
19		Installation and commissioning Charges including any electrical cabling, accessories, and civil and plumbing requirements.	Lump Sum	
20	Uninterrupted Power Supply (UPS)	Purchase of 20 KVA Online UPS with One Hour Backup including batteries and accessories.	1	3 months after receipt LoA
21		Installation and commissioning Charges including any electrical cabling, accessories, and civil work requirements.	Lump Sum	

### 6.9.3 Buyback items Disposal Schedule

Sr. No.	Subsystem Item	Scope item	Quantity	Disposal Timeline
1	Existing Uninterrupted Power Supply (UPS)	Buy back of existing UPS "on as is where is basis"	1	3 months after receipt LoA
2	Existing PACs	Buy back of existing PAC "on as is where is basis" of Schneider	2	3 months after receipt LoA

### 6.10 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, backup.
- b) System generated alerts should be made available real-time through email to designated MPCB persons.

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- c) Service provider should monitor and review performance parameter, alerts on regular basis and inform results to MPCB. Service provider should proactively inform MPCB about the issues to act upon and suggest improvement required.

**Annexures:**

<b>Document No.</b>	<b>Description</b>
<b>Annexure 1</b>	Documents for Eligibility Criteria
<b>Annexure 2</b>	Documents for Financial Proposal
<b>Annexure 3</b>	Other Documents/Formats
<b>Annexure 4</b>	Conditions of Contract
<b>Annexure 5</b>	Technical Compliance and Existing Infrastructure

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**7. Annexure -1: Documents for Eligibility Criteria**

<b>Document No.</b>	<b>Description</b>	<b>Submitted (Yes/No)</b>	<b>Pg No.</b>
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 Turnover and Net worth		
Document 8	Manufacturer's Authorization Form (MAF) and Confirmation of 80% compliance to Minimum Technical Specifications (on Manufacturer's Letterhead, Format given)		
Document 10	Format to Project Citation		
Document 11	GST and Shop Act 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 for Support to meet the SLA		

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

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**7.1 Format for Bid Submission Covering Letter**

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

**The 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 Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra**

**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

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

---

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

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**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)**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Information</b>
1	Name of the Agency	
2	Address of the Agency	
3	Telephone Nos.	
4	E-mail	
5	Website (If available)	
6	Year of Establishment	
7	Date of registration	
8	ROC Reference No. (with supporting document)	
9	PAN No:(with supporting document)	
10	GST Number (with supporting document)	

Thanking you,

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

Name :

Designation :

Seal :

Date :

Place :

Business Address:

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**7.3 Format for Turnover details and Net worth.**

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

{Place, Date}

To,

**The Member Secretary,**

Maharashtra Pollution Control Board,

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

Sion Circle, Sion, Mumbai-400 022

**Subject: Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra**

**RFP Reference No: MPCB/**

**Dear Sir,**

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

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Turnover in Rs.</b>	<b>Profitable (YES / NO)</b>
1	2020-21		
2	2021-22		
3	2022-23		

We also declare that M/s <Bidder's Name> have Net worth of Rs. \_\_\_\_\_ (Amount in Words) as on 31<sup>st</sup> March 2023..

Thanking you,

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

(Signature and Name of the Chartered Accountant with Seal)



*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

**7.4 Format for Manufacturer's Authorization Form and minimum 80% compliance with Technical Specifications of the Third-Party Equipment / Software**

*<To be printed on the letterhead of the respective OEMs along with Technical Specification Compliance in Annexure – 4 and duly signing and sealing it from the Authorized 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,**

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

**Sub: Selection of Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra**

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 assure you in the event of our company is merged or acquired by any other company / entity, the service liabilities of this contract will be seamlessly transferred to the new parent company with all obligations and penalties.

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 minimum 80% compliant to the specifications mentioned in Annexure - 5. We understand and agree that in case it is found that the product is not minimum 80% 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:

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

**7.5 Format for Project Citation**

<b>Project Title:</b> (Attach separate sheet for each Order)	
Order date	
Name of the Client	
Address	
Order Value in Rs.	
Type of Client (Government (State or Central) or Semi Government or Corporation or PSU or ULB)	
<b>Brief Description of Work:</b>	
Work Start Date	
Work Completion Date	
<b>Referrals (Client side): Provide one referral only.</b>	
<b>Name</b>	
<b>Designation</b>	
<b>Role in the Project:</b>	
<b>Contact Number</b>	

*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:

**7.6 Format for Undertaking of “Non-Blacklisting”**

(To be submitted on the letterhead of the Bidder)

{Place, Date}

To,

**The 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– Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra**

**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 180 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

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

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:

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**8. Annexure-2: Documents for Financial Proposal**

<b>Format No.</b>	<b>Description</b>	<b>Submitted (Yes/No)</b>
Format 1	Commercial bid covering Letter	
Format 2	Commercial bid	

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

**8.1 Commercial Proposal Cover Letter**

(To be submitted on the letterhead of the bidder)

{Place, Date}

To,

**The 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 Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra**

**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 Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra** 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 180 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.

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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:

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

**8.2 Format for Commercial Bid**

*Commercial Bid / Offer has to be entered online only. An Online Form, 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 –bid

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 as mentioned in Section 6.1 and for a period of 3 years. The prices are inclusive of Security analyst to be provided for Quarterly threat intelligent reports and on-premises support in case of any incident.
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 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 :



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**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**

**COMMERCIAL Bid: A1**

Sr. No.	Description	Product Code	Qty	Rate W/O GST	Amount	GST %age
<b>Sub System Name: Servers</b>						
1	Renewal of Dell PowerEdge R740xd Servers Support Pack for 3 Years having configurations as under: 2x Intel XEON Gold 5220R @ 2.20 GHz, 6 x 32 GB DDR4 RAM, 2x 447.13 SSD - SATA, 2x745.21 SSD SAS, 6 x 2235.62 HDD SAS • With 4 Hour ProSupport Mission Critical		4			
2	New Purchase of Dell PowerEdge R740xd Servers Support Pack for 3 Years having configurations as under: 2x Intel XEON Gold 5220R @ 2.20 GHz, 6 x 32 GB DDR4 RAM, 2x 447.13 SSD - SATA, 2x745.21 SSD SAS, 6 x 2235.62 HDD SAS. • With 4 Hour ProSupport Mission Critical		2			
3	Installation and Commissioning of the servers mentioned in Sr. no. 1 and 2.		LS			
	<b>Sub Total Servers (A = 1+2+3)</b>					
<b>Sub System Name: Firewall</b>						
4	Upgrade for NGFW Device SonicWall NSA5650 (Period 3 years) to provide product better than existing firewall With Comprehensive Onsite Support 24x7 with L3 Support.		2			
5	License renewal for Capture Security Appliance SonicWall CSA 1000 (Period 3 years) With Comprehensive Onsite Support 24x7 with L3 Support		1			
6	Implementation and Commissioning of the firewall mentioned in Sr. no. 4.		1			
	<b>Sub Total Firewall (B = 4+5+6)</b>					
<b>Sub System Name: Web Application Firewall (WAF)</b>						
7	License renewal for F5 BIG-IP i2600 (Period 3 years) • With Comprehensive Onsite Support 24x7 with L3 Support		2			

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Sr. No.	Description	Product Code	Qty	Rate W/O GST	Amount	GST %age
<b>Sub Total Servers (C = 7)</b>						
<b>Sub System Name: Software Defined WAN (SDWAN)</b>						
8	License renewal for NGFW Fortinet 400E (Period 3 years) With Comprehensive Onsite Support 24x7 with L3 Support for the above		2			
9	License renewal for NGFW Fortinet 60F (Period 3 years) With Comprehensive Onsite Support 24x7 with L3 Support for the above		12			
10	License renewal for NGFW Fortinet 40F (Period 3 years) With Comprehensive Onsite Support 24x7 with L3 Support for the above		16			
<b>Sub Total SDWAN (D = 8+9+10)</b>						
<b>Sub System Name: Virtualization</b>						
11	New Licenses for Two Servers with 2 CPU Each (As per Scope)		2			
12	Implementation and Commissioning of virtualization solution mentioned in Sr. no. 11.		LS			
<b>Sub Total Virtualization (E= 11+12)</b>						
<b>Sub System Name: Archival and Cloud Backup</b>						
13	New Purchase of Cloud (Sync) Archival Appliance / Storage (Capacity 130 TB) (Period 3 years) • With Comprehensive Onsite Support 24x7 with L3 Support		1			
14	Installation and commissioning of item under Sr. no. 13.		LS			
<b>Sub Total Archival and Cloud Backup (F = 13+14)</b>						
<b>Sub System Name: Internet Lease Line for Archival and Cloud Backup</b>						
15	Internet lease line 1:1 for a period of 3 years on yearly basis (Bandwidth to be suggested by bidder) (Minimum 50 Mbps) #		3			
16	One time Implementation Cost		1			
<b>Sub Total Internet Lease Line for Archival and Cloud Backup (G = 15 +16)</b>						
<b>Sub System Name: LAN Switch Renewal and Setting up new network at selected SROs</b>						
17	Renewal of Support for Dell S4048 Series Switch (Period 3 years)		6			
18	Renewal of Support for Dell N1500 Series Switch (Period 3 years)		24			
19	Setting up new LAN cabling and IO's for Selected 16 SRO's (As per Annexure -4)					

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Sr. No.	Description	Product Code	Qty	Rate W/O GST	Amount	GST %age
19.1	8/16/24 Port 10/100/1000 L3 Network Switches		16			
19.2	Information Outlet CAT6A		160			
19.3	CAT6A Cable Box with casing and capping in meters		1600			
19.4	24 Port Patch Panels		16			
19.5	4U Network Racks with Cable Manager and Fans		16			
19.6	Installation and commissioning at per location		16			
	<b>Sub Total LAN (H = 17+18+19)</b>					
<b>Sub System Name: Link Load Balancer (LLB)</b>						
20	Purchase of Link Load Balancer for two Lease lines and Application in High Availability with Comprehensive Onsite Support for 3 years		2			
21	Installation and commissioning for item under Sr. no. 20.		LS			
	<b>Sub Total LLB (I = 20+21)</b>					
<b>Sub System Name: New Microsoft Windows Server Licenses</b>						
22	Microsoft Server Standard Edition 2022 (For No. of Cores)		250			
23	Microsoft Server User CAL Licenses		580			
24	Software Assurance for Sr. no. 22 and 23 mentioned above for 3 years		LS			
	<b>Sub Total Microsoft Licenses (J=22+23+24)</b>					
<b>Sub System Name: SIEM &amp; SOAR</b>						
25	Renewal of ArcSight SIEM		50			
26	Purchase of new SOAR (As per specification mentioned in Annexure - 5)		50			
27	Installation and commissioning of items under Sr. no. 25 and 26.		LS			
	<b>Sub Total SIEM (K=25+26+27)</b>					
<b>Sub System Name: Smart Rack in lieu of PACs</b>						
28	Purchase of Smart Rack		3			
29	Installation and commissioning Charges including any electrical cabling, accessories, and civil and plumbing requirements.		LS			
	<b>Sub Total (L= 28+29)</b>					
<b>Sub System Name: Uninterrupted Power Supply (UPS)</b>						
30	Purchase of 20 KVA Online UPS with One Hour Backup including batteries and accessories.		1			

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Sr. No.	Description	Product Code	Qty	Rate W/O GST	Amount	GST %age
31	Installation and commissioning Charges including any electrical cabling, accessories, and civil work requirements.		LS			
	<b>Sub Total UPS (M= 30+31)</b>					
	<b>Grand total (X A+B+C+D+E+F+G+H+I+J+K+L) =</b>					

**Grand Total Commercial Bid Value: In words Rs.** \_\_\_\_\_

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

**Note:**

In case of non-feasibility of upgrade or renewal of any particular Product / OEM. Bidder shall be at liberty to quote, equivalent or higher product that shall completely and fully meet the functional objective of the MPCB project. The proposed solution must seamlessly integrate with the existing system.

- 1) Payment will be made on actual consumption.
- 2) Refer Technical Specifications in Annexure - 5.
- 3) CSA support must be available / extendable till the end of life for newly provided Firewalls.
- 4) Comprehensive Onsite Support for item C- 1 to 5 of the sub system should be 3 years from installation.

**COMMERCIAL Bid: A2 as buyback cost**

Sr. No.	Description	Product Code / Make	Qty	Rate W/O GST	Amount	GST %age
<b>Existing Uninterrupted Power Supply (UPS) Buyback</b>						
1	Buy back of existing UPS "on as is where is basis"	PAC	1			
	<b>Sub Total UPS Buyback (A2.1)</b>					
<b>Buyback of existing PACs</b>						
2	Buy back of existing PAC "on as is where is basis"	Schneider	2			
	<b>Sub Total PACs Buyback (A2.2)</b>					
	<b>Total of buyback (A2.1+A2.2)</b>					

The above buyback cost will be considered for awarding the contract to L1 bidder selection offering highest buyback cost.

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**9. Annexure – 5: Technical Compliance and Existing Infrastructure**

**9.1 Compliance format for Link Load Balancer**

<To be printed on Letterhead of the OEM and should be signed by the Authorized Signatory of the OEM>

**Product Name:** Appliance based Link Load Balancer  
 (Mode)

**QTY:**2 (In HA

Sr. No.	Link Load Balancer	Compliance (Yes/No)
1	Should be high performance purpose built multi-tenant hardware with NFV and SDN support.	
2	The OEM should have at least 70% local content as per the MII guideline and should have been present in India for at least last 10 years	
3	Appliance System should support 4x10GbE SFP+ ports, 4x1GbE Copper ports and 1GbE (copper) Management Port & should have 64GB RAM and 4TB SSD	
4	Platform should support minimum one virtual ADC instances from day one and scalable to 4 more instances with license upgrade. Each instance must have assigned dedicated hardware resources including vCPU's, I/O, memory, SSL card, per virtual function, SR-IOV.	
5	Support for multiple internet links in Active-Active load balancing and active-standby failover mode.	
6	Appliance must have link load balancer license & server load balancer license comes by default along with base license including ipv6	
7	Extensible policies TCL scripts to implement business logic on network without changes in application code.	
8	Should support Outbound load balancing algorithms like round robin, Weighted round robin, shortest response, hash ip, target proximity and dynamic detect.	
9	Should support inbound load balancing algorithms like round robin, Weighted round robin, target proximity & dynamic detect.	
10	Should support Static NAT, Port based NAT and advanced NAT for transparent use of multiple WAN / Internet links.	
11	IPV6 support with IPv6 to IP4 and IPv4 to IPv6 translation and full IPv6 support. Should be IPv6 Phase2 Certified.	
12	IPV6 support with DNS 6 to DNS 4 & DNS 4 to DNS 6 translation	
13	Domain name support for outbound link selection for FQDN based load balancing.	
14	Dynamic detects (DD) based health check for intelligent traffic routing and failover	
15	In case of link failure, device should detect it in less than 30 seconds and divert the traffic to other available links.	
16	Shall provide individual link health check based on physical port, ICMP Protocols, user defined l4 ports and destination path health checks.	
17	Should provide mechanism to bind multiple health checks, support for Application specific VIP health check and next gateway health checks.	
18	Should support persistency features including RTS (return to sender) and ip flow persistence.	
19	Should support various deployment modes for seamless integration including reverse proxy (IPv6 to IPv4, IPv4 to IPv6) and IPv6 to IPv6 transparent and reverse proxy mode.	

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20	should support advance ACLs to protect against network-based flooding attacks. Administrator should be able to define ACL's rules based on connections per second (CPS) and concurrent connections (CC), cookie value.	
21	Should support License upgradable feature to provide machine authentication based on combination of HDD ID, CPU info and OS related parameters i.e., mac address to provide secure access to corporate resources.	
22	Should define ACL rules to restrict the connections per second (CPS) and concurrent connections (CC) utilizable for the clients on a specified subnet/IP or network	
23	Should support QOS for traffic prioritization, CBQ, borrow and unborrow bandwidth from queues.	
24	Should provide QOS filters based on port and protocols including TCP, UDP and ICMP Protocols.	
25	Should support rate shaping for setting user defined rate limits on critical application.	
26	should support integrated firewall module to protect the device itself from network-based DOS and DDOS attacks.	
27	Solution should support DDoS attacks from day one like Protocol Attack: SSL invalid packet, SSL handshake attack, SSL renegotiation, HTTP invalid packet attack – Application Attacks: HTTP slow attack, HTTP flood attack, long form submission, Challenge Collapsar (CC), Hashdos, DNS NXDomain flood – Network Attacks: SYN flood, ICMP flood, Ping of Death, Smurf, IP option – HTTP & DNS ACL rules, ACL blacklist – Monitoring and Logging: PUSH/ACK flood, FIN/RST flood, Connection flood, UDP flood – Machine learning of traffic patterns and automatic configuration of HTTP/DNS thresholds to defend against anomalous traffic	
28	Appliance should have security features like reverse proxy firewall, Syn-flood and dos attack protection features from the day of installation.	
29	The appliance should support site selection feature to provide global load balancing features for disaster recovery and site redundancy.	
30	Global load balancing should support advance functions Authoritative name sever, DNS proxy/DNS NAT, full DNS server with DNSEC, DNS DDOS, application load balancing from day one	
31	Capable of handling complete Full DNS bind records including A, MX, AAAA, CNAME, PTR, SOA etc.	
32	GSLB solution should be able to evaluate round trip time (RTT), Persistence loss ratio (PLR) and hop count for dynamic proximity calculations.	
33	The appliance should support global server load balancing algorithms including - Weighted round robin, Weighted Least Connections, Administrative Priority, Geography, Proximity, Global Connection Overflow (GCO), Global Least Connection (GLC), IP Overflow (IPO)	
34	should support dynamic proximity and static proximity rules to direct the traffic to closest datacentre	
35	Shall provide individual link health check based on physical port, ICMP Protocols, user defined I4 ports and destination path health checks.	
36	GSLB SDNS should provide full IPv6 functionality with support for AAAA DNS resolution, proximity rule support for IPv6, dynamic proximity (to detect IPv6 local DNS's) and SDNS health check for IPv6 service IP's	
37	Should provide comprehensive and reliable support for high availability and N+1 clustering through Standard VRRP RFC 2338 on Per VIP based Active-active & active standby unit redundancy mode.	
38	Stateful session failover with N+1 clustering support when deployed in HA mode	

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39	Should support USB based Fast failover cable to synchronize configuration at boot time of HA	
40	Support for multiple communication links for Realtime configuration synchronizations including HA group, gateway health check, decision rules, SSF sessions etc. and heartbeat information	
41	should support floating MAC address to avoid MAC table updates on the upstream routers/switches and to speed up the failover	
42	should support for secondary communication link for backup purpose	
43	should support floating IP address and group for stateful failover support. Appliance must have support 256 floating IP address for a floating group	
44	should support built in failover decision/health check conditions including, CPU overheated, system memory, process health check, unit failover, group failover and reboot	
45	should also have option to define customized rules for gateway health check - the administrator should be able to define a rule to inspect the status of the link between the unit and a gateway	
46	Configuration synchronization at boot time and during run time to keep consistence configuration on both units.	
47	The appliance should have extensive reporting and logging with inbuilt TCP dump like tool and log collection functionality	
48	The appliance should have SSH CLI, Direct Console, SNMP, Single Console per Cluster with inbuilt reporting.	
49	Should support XML-RPC for integration with 3rd party management and monitoring of the devices.	
50	The appliance should provide detailed logs and graphs for real time- and time-based statistics	
51	Appliance must support multiple configuration files with 2 bootable partitions for better availability and easy upgrade / fallback.	
52	The system should support led warning and system log alert for failure of any of the power and CPU issues	

**9.2 Compliance format for Security, Orchestration, Automation, and Response (SOAR)**

*<To be printed on Letterhead of the OEM and should be signed by the Authorized Signatory of the OEM>*

**Product** **Name:** **SOAR**  
**QT**

**Y:1**

Sr. No.	SOAR	Compliance (Yes/No)
1	SOAR must be integrated platform with SIEM on same user interface.	

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

2	SOAR solution must provide MTTR and MTTD reports/dashboards.	
3	Solution should have security orchestration and automated response engine bi-directionally integrated to reduce security incident MTTR (Mean Time To Respond) and automate L1/L2 security activities.	
4	SOAR solution must support automation and response by OOB readily available playbooks (auto and semi), but at the same time there should be scope to customize and create new playbooks	
5	SOAR solution should collect real time global threat intel data, dedupe, aggregate, normalize, enrich, and process threat intelligence in a holistic and actionable manner.	
6	The solution should provide option to manually invoke selected playbook based on any selected or set of selected events.	
7	Solution should support to fetch the base events and alert consolidation	
8	Solution should support Ingestion-based email incident creation	
9	Solution should provide fully customizable case management and Automated response playbooks	
10	Solution should provide reports on KPI metrics and incident statistics	
11	Solution should provide complete timeline of events as an artifact for incident response	

**9.3 Compliance format for 20 KVA UPS**

*<To be printed on Letterhead of the OEM and should be signed by the Authorized Signatory of the OEM>*

**Product Name: 20 KVA UPS**

**QTY:1**

Parameters	Values	Complied (Yes/No)
Input		
Rated input voltage	1 phase 220/230/240V 3 phase 380/400/415V	
Input voltage range	160V~300V full load 100~160V liner derating	
Rated input frequency	50Hz/60Hz	
Input frequency range	40 Hz– 70 Hz	
Input frequency phase lock range	45 Hz– 55 Hz 54 Hz – 66 Hz	
System compatibility	TN-S / IT	
Earth leakage current	≤7mA	
Input power factor (PF)	>0.995 both 1 phase and 3 phase	
Line break time without transfer to battery mode	4ms	
Input voltage surge rating	L-N: 405J L/N-GND: 445J	
THDi	≤3% linear load	
	≤5% non-linear load	
Input wiring	L+N+G 1 phase L1+L2+L3+N+G 3 phase	
Input connection	Terminal block	



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Parameters	Values	Complied (Yes/No)
Generator Set	2 times of UPS Rated Power	
Output		
Phase connection	Input-output 3-1, 3-3, 1-1	
Rated output voltage	1 phase 220/230/240V 3 phase 380/400/415V	
Rated output frequency	50Hz/60Hz	
Rated output appearance power	20KVA	
Rated output active power	20KW	
Max PF	1	
Voltage variation	±1%	
Frequency Variation	±0.1Hz	
THDV	≤1% linear load	
	≤3% non-linear load	
Performance classification	VFI-SS-111 (not include ECO mode to inverter mode)	
Load crest ratio	≥3:1	
Break time	0ms (ESS mode to inverter mode 2ms, ECO to inverter mode 10ms)	
Output voltage DC offset (Phase to Neutral)	±100 mV	
Output voltage unbalance	≤3%	
Output wiring	L+N+G 1 phase L1+L2+L3+N+G 3 phase	
Output connection	Terminal block	
Overload capacity line mode (at rated voltage)	105% < Load ≤125%: 10min	
	125% < Load ≤150%: 1min	
	>150% :0.5s	
Overload capacity battery mode (at rated voltage)	105% < Load ≤125%: 1min	
	125% < Load ≤150%: 30s	
	>150% :0.5s	
Overload capacity bypass mode (at rated voltage)	105% < Load ≤125%: constant	
	125% < Load ≤150%: 30s	
	>150% :0.5s	
Output short clearance capacity	30.3A±2A@10s	
Battery and charger		
EBM	UPS without build in battery. 2 EBM default.	
EBM number	maximum 6*2	
Battery voltage	±192VDC default (±192V~±240V adjust) ANZ model ±240VDC default	
Battery capacity	9AH	

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Parameters	Values	Complied (Yes/No)
Backup time	1.8min/2.4min(±192V/±240V) at full load	
Charging current	2A (0~13A adjust by LCD or USB/RS232)	
Charging method	ABM	
Temperature compensation	20mv/pcs/ °C	
Battery ripple current (RMS)	<200mA	
recharging time	3 hours to 90% (2EBM)	
Efficiency		
Online mode	up to 96%	
Battery mode	up to 94%	
ECO or ESS mode	up to 98.8%	
power loss without load	120w	
Other working mode		
CVCF (constant voltage and constant frequency)	no derating at 3-3, 3-1 mode de taring to 60% at 1-1 mode	
Parallel mode	maximum 3 (build in parallel board)	
ESS mode (energy saving system)	yes	
Interface		
Display	colourful touch LCD (with gravity sensor)	
language	English, France, Germany, Spanish, Russia, Portuguese, Italy, Chinese	
RS232	RS232 DB9	
USB	USB 2.0 type B	
dry contactor	EPO terminal	
	dry in programmable terminal	
	dry out programmable terminal	
Intelligent slot	Standard long slot	
EBM auto detection port	RJ 45	
MBP auto detection port	RJ 45 (same port with EBM detection)	
MBP Load segment control port	RJ 45 (same port with EBM detection)	
Physical dimension		
Chassis (H*W*D)	3U(129)*438*589mm	
net weight Kg)	23.7	
Gross weight Kg)	27.5	
Installation type	rack and tower	
Environment		

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<b>Parameters</b>	<b>Values</b>	<b>Complied (Yes/No)</b>
operating temperature	0°C ~ 50 °C (0~40 no derating, 40°C~ 50°C derating to 50%)	
Storage temperature	-25°C~60°C	
Relative Humidity	0 ~ 95%	
Operating Altitude	0~4000m(0~1000m no derating, 1000m~4000m the load should derating 1 % every up 100m)	
Noise	≤55dB	
Protective level (IP)	IP20	
EMI	C3	
ESD	IEC/EN 61000-4-2 Level 3	
RS	IEC/EN 61000-4-3 Level 3	
EFT	IEC/EN 61000-4-4 Level 4	
Surge	IEC/EN 61000-4-4 Level 4	
MTBF	150K hours	
Warranty time	5 years	
Certification		
Safety	CE/TLC (level 1)/RCM	

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**9.4 Compliance format for Smart Rack with Airconditioning**

<To be printed on Letterhead of the OEM and should be signed by the Authorized Signatory of the OEM>

**Product Name: Smart Rack with Airconditioning**

**QTY:3**

Sr. No.	Items	Description	Complied (Yes/No)	
1	Integrated Infrastructure Solution	Smart/Modular compact 'Plug-n-Play' intelligent integrated data center infrastructure to deploy and effectively manageable IT Infrastructure.		
2		TS8 Frame, a robust 16-fold tubular frame system 600W x 2000H x 1200D, Front Glass Door with comfort handle with lock insert 3524E (130 Degree Hinges) with Rear sheet Double steel door (130 Degree Hinges) with Door vertical and Horizontal Door Stiffener with comfort handle with lock insert 3524E, Top cover with cutout with cover plate for cable entry, bottom cover with gland plates for cable entry, 19" angles 2 pairs on Installation Brackets. With Levelling feet Pack of 4 RAL 7035.		
3		TS8 Frame, a robust 16-fold tubular frame system 800 W x 2000 H x 1200 D, Front Glass Door with comfort handle with lock insert 3524E (130 Degree Hinges)with Rear sheet steel Double door(130 Degree Hinges) with Door vertical and Horizontal Door Stiffener with comfort handle with lock insert 3524E, Top cover with cutout with cover plate for cable entry, bottom cover with gland plates for cable entry, 19" angles 2 pairs on 4 no's of cable trough front and rear, 6 no's of punched sections. with Levelling Feet pack of 4. RAL 7035.		
4		Side Panel 2000H X 1200D Screw Fixed, unvented (RAL 7035)		
5		Metal Shunting rings 90x60 (Pack of 10)		
6		DK SHELF 720mm D SHELF RAL 7035 FINISHED		
7		Captive hardware (Pack of 20)		
8		Baying kit (Pack of 6)		
9		Blanking Panel 1 U, ABS Material (Black Color)		
10		Earth Straps,4Sqm,170mm in length Pack of 5		
11		Cu Earth rail 15x3x500 with 11 Points with screws and insulators		
12		TS Plinth 800Wx100Hx1200D in mm, RAL 7022		
13		TS Plinth 600Wx100Hx1200D in mm, RAL 7022		
14		5/15A Socket strip Single phase 10Sockets Indicator switch with fuse with 2.5 Mtr Power chord with 16A plug Color: RAL9005 finish (LC)		
15		Temperature Light	Rack Temperature based LED light	
16		Basic PDU	PDU, Vertical PDU, 32A, Single Phase, C13 Sockets - 16nos, C19 Sockets - 4nos, 32A MCB, Power cord of 6sqmm x 3core cable with pin type lugs.	

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<b>Sr. No.</b>	<b>Items</b>	<b>Description</b>	<b>Complied (Yes/No)</b>
17	Cooling System	Cooling Unit Rack: TS8 Frame a robust 16-fold tubular frame system, 300Wx2000Hx1200 D, Front Sheet steel Door with comfort handle with lock insert 3524E (130 Degree Hinges) with Rear sheet steel door (130 Degree Hinges) with Door vertical and Horizontal Door Stiffener with comfort handle with lock insert 3524E, Top cover & Bottom cover with cutout with cover plate for cable entry, 6 no. of punched sections. with 100mm TS Plinth. RAL 7035.	
18	Outdoor Unit	IEC 309 32A 2P+E Socket and Plug	
19		External Condensing Unit (ODU) - 10kW	
20		Redundancy Controller with Display Unit	
21		Zero U Rack based Heat Exchanging Unit (IDU)-10kW	
22		DX copper piping & installation of 20 mtr with refrigerant charge, cabling stand and other low side accessories Note - Vertical height of Cu piping should not exceed more than 10 Mtrs	
23	Monitoring	CMC III Processing Unit III	
24		CMC III I/O Unit III 8 Input and 4 Output	
25		CMCIII Temperature/Humidity sensor	
26		CMC III Access Control	
27		DK CMCIII Leak sensor	
28		DK Door Kit TS IT 2-piece door	
29		CMC III Door Control Modul DCM	
30		AUTOMATIC DOOR KIT, VERLÄNGERUNG	
31		CMC III Online comfort handle VX RAL9005	
32		VX mounting adapter for TS8, RAL 9005	
33		CMC III Power supply III	
34		DK CMC connection cable extension	
35		DK CMC III mounting unit, 1 U, 19 inch	
36		CMC III Cable clamp rail	
37		CMC III CAN-Bus Connection cable RJ45 1.5 m	
38		MOUNTING COMPONENT- BRACKET	
39		SG LED steady light, red, 24 V AC/DC	
40		SG Connection element for wall	
41		SG Acoustic component, 102 dB, 24 V	
42		Access Control	Biometric Reader with Power Adaptor - ZK TECO F22
43	Note	Warranty 5 Years	
44	Note	UPS Power Supply, Earthing/Earth-Pit, Light Fixtures in DC will in scope of Client, Client must provide Existing UPS power supply to Rack PDU.	

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Sr. No.	Items	Description	Complied (Yes/No)
45	Note	Civil works, Fire detection and suppression system & Networking works is in customer scope, Client must provide drain water point at gravity level near to the racks	

**9.5 Compliance format for server**

<To be printed on Letterhead of the OEM and should be signed by the Authorized Signatory of the OEM>

**Product Name:** Server

**QTY:**2

Sr. No.	Component	Description	Complied (Yes/No)
1	Make & Model	(Specify)	
2	Form Factor	Max. 2U rack mounted with sliding rails	
3	Supported CPU	Up to two 4th Generation Intel® Xeon® Scalable processors with up to 32 cores per processor.	
4	Configured CPU	2* 24 Cores with clock speed of 2.0 GHz or better and with 45 MB cache or better	
5	Memory slots	Up to 16 x DDR5 RDIMMs	
6	Memory configured	384 GB populated DDR5 memory	
7	Disks supported	3.5" Chassis with up to 24 SAS/SATA Drives	
8	Disks configured	10* 2.4 TB 10K SAS 2* 800GB SSD SAS Mixed Use Boss Controller Card + with 2 M.2 480GB (RAID 1)	
9	RAID Controller	HW RAID Card with 8 GB Cache	
10	I/O slots	Up to five PCIe slots	
11	Ethernet ports	4* 10GbE BASE-T Ports and Dual Port 1GbE BASE-T.	
13	Certification and compliances	Microsoft Windows Server, Hyper-V, VMWare, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES)	
14	Power Supply	Platinum rated redundant Hot plug Power Supplies with hot plug fans	
15	Management integration	Support for integration with Microsoft System Centre, VMware vCenter, BMC Software	
16	Power & temperature	Real-time power meter, graphing, thresholds, alerts & capping with historical power counters. Temperature monitoring & graphing	
17	Pre-failure alert	Should provide predictive failure monitoring & proactive alerts of actual or impending component failure for fan, power supply, memory, CPU, RAID, NIC, HDD	
18	Configuration & management	<ul style="list-style-type: none"> <li>• Real-time out-of-band hardware performance monitoring &amp; alerting</li> <li>• Agent-free monitoring, driver updates &amp; configuration, power monitoring &amp; capping, RAID management, external storage management, monitoring of FC, HBA &amp; CNA &amp; system health</li> <li>• Out-of-band hardware &amp; firmware inventory</li> </ul>	

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Sr. No.	Component	Description	Complied (Yes/No)
		<ul style="list-style-type: none"> <li>Zero-touch auto configuration to auto deploy a baseline server configuration profile</li> </ul>	
19	Management (continued)	<ul style="list-style-type: none"> <li>Automated hardware configuration and Operating System deployment to multiple servers</li> <li>Zero-touch repository manager and self-updating firmware system</li> <li>Virtual IO management / stateless computing</li> <li>Support for Redfish API for simple and secure management of scalable platform hardware</li> <li>Server management software should support up to 8000 devices in a single instance</li> </ul>	
20	LCD panel	Should display system ID, status information and system error code followed by descriptive text. LCD background should light up in different colours during normal system operation & error conditions.	
21	Server security	Should have a cyber resilient architecture for a hardened server design for protection, detection & recovery from cyber attacks	
		Should provide effective protection, reliable detection & rapid recovery using: <ul style="list-style-type: none"> <li>Silicon-based Hardware Root of Trust</li> <li>Signed firmware updates</li> <li>Secure default passwords</li> <li>Configuration and firmware drift detection</li> <li>Persistent event logging including user activity</li> <li>Secure alerting</li> <li>Automatic BIOS recovery</li> <li>Rapid OS recovery</li> <li>System erase</li> </ul>	
		Configuration upgrades should be only with cryptographically signed firmware and software	
		Should provide system lockdown feature to prevent change (or “drift”) in system firmware image(s) & prevent malicious modification of server firmware	
22	Intrusion alert	Intrusion alert in case chassis cover being opened	
23	Warranty	5 years On-site comprehensive warranty with 24x7x365 remote hardware support.	

**9.6 Current Infrastructure configuration**

Sr. No.	Description	Type	Model	OEM	Configuration (CPU, HDD, Memory, Features etc.)	Qty.
1	Dell HCI Server	Server	PE740XD	Dell	CPU-Intel(R) Xeon(R) Gold 5220R CPU @ 2.20GHz,	4

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Sr. No.	Description	Type	Model	OEM	Configuration (CPU, HDD, Memory, Features etc.)	Qty.
					<b>HDD</b> -(10*2TB SAS, 2*500GB SSD, 2*750GB Toshiba SAS) <b>Memory</b> -DDR4 (12*32GB=384GB)	
2	Perimeter Firewall	NGFW	NSa 5650	SonicWall	<b>CPU</b> -15.00 GHz (10 x 1500 MHz Mips64 Octeon Processor) <b>Memory</b> - 8GB, 1GB Flash	2
4	Capture Security Appliance	CSa	CSa1000	SonicWall	<b>HDD</b> -500GB	1
4	SD- WAN	Firewall	FortiGate400E	FortiGate	<b>HDD</b> - 2*240GB SSD	2
5	SD-WAN	Firewall	FortiGate40F	FortiGate	NA	16
6	SD-WAN	Firewall	FortiGate60F	FortiGate	NA	12
7	WAF-F5	Firewall	Big-IP i2600	F5	<b>CPU</b> - 2 cores intel Xeon <b>Memory</b> -16GB DDR4 <b>HDD</b> -1*500GB	2
8	Network Switch	L3- Manage	N1500 Series	Dell	NA	34
9	Network Switch	L3- Manage	S4048 Series	Dell	NA	6
10	Network Switch	L3- Manage	Mustang 4000	Toshiba	NA	1

**10. Annexure-3: Other Documents/Formats**

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



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**10.1 Format for Pre-Bid Queries**

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

To,

**The 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 Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra**

**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. No.	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:

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

**10.2 Format for Bank Guarantee**

<< To be executed on Stamp Paper as mandated by the Bank issuing the PBG>>>>  
Performance Bank Guarantee (PBG)

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

Bank Guarantee No.: \_\_\_\_\_

No. \_\_\_\_\_ Date: \_\_\_\_\_

To,  
**The 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 Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra**” (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 Ninety (90) 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

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

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**

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

**11. Annexure – 4: Conditions of Contract**

This AGREEMENT is made at \_\_\_\_\_, Maharashtra, on this day of \_\_\_\_\_ 2022,

BETWEEN

<<Insert Designation of Authorized Signatory>>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

<<\*\*\*>>, a Company incorporated under the *Companies Act, 1956*, having its registered office at <<\*\*\*>> (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 Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra** (hereinafter referred to as the "said Project").

And whereas MPCB has published the RFP to seek services of a reputed Agency for **Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra**.

And whereas M/s. ----- has submitted its proposal for **Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra**.

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.

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

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 Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra**” 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,  
**The 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 -----  
**The Member Secretary,**  
For and on behalf of MPCB

Signed, sealed and delivered

By -----  
For and on behalf of the “Agency”,  
Witnesses:

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

- (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:

The stamp duty payable for the contract shall be borne by the Agency

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.

**12. Annexure A: Financial Declaration of Bidder**

(To be submitted on Letterhead of Statutory Auditor of respective Bidders)

We, ....., certify that we have verified the relevant financial statements and other records of ..... (Name of Company), having its Indian registered office at..... The financials for the past three years have been summarized below:

- Financial Declaration of Bidder

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

Description	Financial Year		
	2020-21	2021-22	2022-23
<b>(All Currency in INR and Crores)</b>			
<b>Annual Turnover</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			
<b>Total Revenues</b>			
<b>Profit Before Taxes</b>			
<b>Profit After Taxes</b>			
<b>Average Annual Turnover <math>= (A+B+C)/3</math></b>			

The Average Annual Turnover for ..... (Name of the Company) is INR <Insert Value> (Rupees <Insert Value in Words> and the ..... (Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (F.Y 20-21, F.Y. 21-22, F.Y. 22-23)

It is further certified that based on our review of financial statements together with the book of accounts, records and documents for the aforesaid financial years, the above-mentioned figures are true and correct to the best of our knowledge and as per information and explanations provided to our satisfaction by the .....(Name of the Company).

Signature of Authorized Signatory (with official seal)

Name :  
 Designation :  
 Address :  
 Telephone & Fax:  
 E-mail address:

Notes:

1. Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.)
1. The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
2. Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and Other Member in case of Consortium) for each of the last 3 audited financial years FY 2020-21, FY 2021-22 and FY 2022-23 shall submitted as supporting evidence.



**13. Annexure B: Power of Attorney**

Know by all men by these presents, We \_\_\_\_\_ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms \_\_\_\_\_ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of \_\_\_\_\_ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **“Request for Proposal for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Center and Network at HO, Mumbai and various RO, SRO offices across Maharashtra”** including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

*Request for Proposal (RFP) for Selection of Service Provider for Modernization (Upgrade and revamp) of MPCB Data Centre, Security Operations Center (SOC) and Network at HO, Mumbai and various RO, SRO offices across Maharashtra*

For \_\_\_\_\_

Name :

Designation :

Date :

Time :

Seal :

Business Address:

Accepted,

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

Note:

- a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- b) The Power of Attorney shall be provided on Rs.100/- stamp paper.
- c) The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

-----End of Document-----