

Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of Service Provider for Providing Disaster Recovery Facility and
Services

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1. DISCLAIMER

1.1 Though adequate care has been taken in the preparation of this *Request for Proposal* Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office latest by the date mentioned in Sec.5.7. If this office receives no intimation by the date mentioned in Section 5.7, it shall be deemed that the Bidder is satisfied that the *Request for Proposal* Document is complete in all respects.

Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle
Sion (E), MUMBAI – 22
Ph: 022-24014701
Fax: 022-24024068

1.2 Neither **MPCB**, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP nor is it possible for **MPCB** to consider the financial situation and particular needs of each party who reads or uses this RFP. **MPCB** recognizes the fact that certain prospective Bidders may have a better knowledge of the Project than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.

1.3 Neither **MPCB** nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of **MPCB** or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

1.4 **MPCB** reserves the right to reject any or all of the Bids submitted in response to this *Request for Proposal* at any stage without assigning any reasons whatsoever.

1.5 **MPCB** reserves the right to change any or all of the provisions of this *Request for Proposal*. Such changes would be intimated to all parties procuring this *Request for Proposal*.

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2. LIST OF ABBREVIATIONS

MPCB	Maharashtra Pollution Control Board
CPCB	Central Pollution Control Board
PMC	Project Management Consultant
RO	Regional Office, MPCB
SRO	Sub-Regional Office, MPCB
DC	Data Centre
DR	Disaster Recovery
HO	Head Office, MPCB
RFP	Request for Proposal
IMIS	Integrated Management Information System
NOC	Network Operations Centre
OEM	Original Equipment Manufacturer
UPS	Uninterrupted Power Supply
LAN	Local Area Network
WAN	Wide Area Network
PBG	Performance Bank Guarantee
SPBG	Service Performance Bank Guarantee
LoA	Letter of Award
SLA	Service Level Agreement
ISP	Internet Service Provider
SP	Service Provider
MPLS	Multi Protocol Label Switching
VPN	Virtual Private Network
Mbps	Mega Bits per Second
KBps	Kilo Byte per Second
RBAC	Role Based Access Control
VM	Virtual Machine
BIA	Business Impact Analysis

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3. DEFINITIONS

3.1 BID

The bids submitted by the prospective Bidders in response to this Request for Proposal Document issued by **MPCB**.

3.2 BIDDER

Bidding Firm / Company that has submitted a Bid in response to this Request for Proposal Document.

3.3 DOCUMENT / BID DOCUMENT

This Request for Proposal Document.

3.4 PROJECT

To select an appropriate Service Provider for Providing Disaster Recovery Facility and Services to Primary Data Center at MPCB HQ, Sion.

3.5 REQUEST FOR PROPOSAL

This Document being issued to the prospective Bidders, inviting their Bids.

3.6 RESPONSIVE BIDDER

Responsive Bidder is the bidder whose bid is found responsive after evaluation of the Bid as outlined in Section 5.2.

3.7 SCREENING COMMITTEE

A committee consisting of Information Technology professionals, MPCB Officials and the consultants has been formed.

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4. PROJECT CONCEPT & STRUCTURE

4.1 BACKGROUND

Maharashtra Pollution Control Board (MPCB) is an organization under the Ministry of Environment and Forests (MoEF), Government of Maharashtra. The Board is responsible for ensuring that all norms under the Pollution Control Act, as stated by the Ministry, are adhered to by all relevant establishments in Maharashtra, which can, through their operations or processes, influence the natural environmental conditions.

To cater to its citizen charter and as a part of Maharashtra States "ease of business" initiative, the Board has recently started services for the industry for online application for various consents through its web-portal. A payment gateway is also in place to receive online payments from the industry for the various applications. The applications are processed through an e-governance platform - Integrated Management Information system (IMIS) which is accessed by regional offices (RO) and sub-regional offices (SRO).

Additionally the Board is in advance stages of implementing various IT initiatives such as continuous online monitoring of air and water, electronic Document Management System (DMS). This initiative will soon extend to all the industries in the state.

4.2 CURRENT INFRASTRUCTURE

MPCB has an on-site Data Centre facility which has been recently modernized, The modernized infrastructure running on Virtualized Platform is robust, fail-safe and scalable. There are various applications hosted the servers which are accessed by the MPCB users in their various regional and sub-regional offices (RO and SRO) and Laboratories across Maharashtra. These offices are connected through MPLS VPN and are protected through a Firewall. There is a robust storage and Backup infrastructure along with policy based automated backup facility

The details of the relevant current infrastructure are given at Annexure -1 for the convenience of the bidders.

4.3 OBJECTIVE OF THE RFP

Board's initiatives are customer-centric and hence availability of the Infrastructure and e-services is critical as well as paramount to ensure business continuity in case of any disasters.

The objective of this RFP is to find a suitable Service Provider having OWN Data Center/s in India and the requisite experience, resources and capabilities to host, setup and operate Disaster Recovery infrastructure in a private cloud. The Service Provider should provide services defined in RFP as per the SLA, to meet MPCB's business continuity requirement through measurable RPO / RTO.

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4.4 EXECUTION PERIOD

The Service Provider will be required to setup and commission a DR facility and complete various testing / dry-runs / drills / audits as necessary. All the activities mentioned here are to be completed within SIX (6) weeks from the date of LoA. The Service Provider is mandated to support the infrastructure and solution for FIVE (5) years from the date of CoOP as per the required Service Levels and create documentation of the infrastructure, work-flows, RACI matrix as a part of the handover exercise.

The Board reserved the right to discontinue the contract at its sole discretion on account of poor performance by the Service Provider.

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5. DESCRIPTION OF THE SELECTION PROCESS

5.1 SUBMISSION OF BIDS

The submission of Bids by interested bidders in response to the Request for Proposal should be through **e-Tender** system only as mentioned in Annexure 5. The Bids will be

Envelope 1 / Cover 1: Technical Bid
Envelope 2 / Cover 2: Price Bid.

5.2 RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

1. It is not received by the due time & date specified in the section 5.7 and Annexure - 5
2. It does not include EMD as stipulated in the RFP
3. It does not include sufficient information for it to be evaluated and/or is not in the formats specified.
4. It is not signed and / or submitted in the manner and to the extent indicated in Section 6 and Annexure 5 of this RFP Document.
5. It does not conform to the terms and conditions mentioned in the RFP

The Bids of Responsive Bidders shall be evaluated in the following two steps.

5.3 STEP 1 (COVER 1) – TECHNICAL BID EVALUATION

In the first step, MPCB will evaluate the information submitted by the Bidder in Cover 1 of the Bid. Bids of only the responsive Bidders shall be considered for the subsequent technical evaluation. The evaluation criteria for assessment of the Technical Bid are described in Section-7.4.1. MPCB, on a written demand, will return unopened, the Cover 2 of the Bid, viz: the Price Bid, to the Bidders whose Bids are not responsive.

5.4 STEP 2 (COVER 2) – PRICE BID AND PRICE BID EVALUATION

The Price Bid would seek to identify the Bidder making the most competitive price offer to MPCB. The evaluation criteria for assessment of the Price Bid are described in Section -8. The format for the Price Bid is specified in Annexure - 4

A ranked list of Bidders based on the results of the evaluation, as detailed in Section-8 of this Document, would be presented. The top ranked Bidder will be designated the Successful Bidder. MPCB is not bound to award a LoA to the lowest price bidder.

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5.5 AWARD OF LoA

Successful Bidder would be given a Letter of Award (LoA) stipulating the conditions under which the bid has been qualified as the Successful Bid.

5.6 SIGNING OF ORDER ACCEPTANCE

The Successful Bidder would sign a copy of the Purchase / Work Order / Contract as a token of acceptance of the same.

5.7 SCHEDULE OF ACTIVITIES

Table-1

Sr. No.	ACTIVITY	Date
1.	Date of Start of Sale of RFP document	12th June 2017
2.	Date of End of Sale of RFP document	23rd June 2017
3.	Last date for receipt of requests for clarifications	26th June 2017
4.	Pre-bid Conference	29th June 2017 15.00 hrs
5.	Last date & time for receipt of Bids (Containing Covers 1 & 2)	17.00 hrs, 5th July 2017
6.	Time and Date of Opening of Cover-1	15.30 hrs, 7th July 2017
7.	Presentation by the bidders on their project implementation and support methodology with proposed schedule of activities	To be announced

In order to enable MPCB to meet the target dates, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. MPCB shall adhere to the above schedule to the extent possible. MPCB, however, reserves the right to modify the same. Intimation to this effect shall be given to all Bidders.

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6. PROCEDURES TO BE FOLLOWED

6.1. ENQUIRIES & CLARIFICATIONS

Enquiries, if any, should be addressed to:

Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle,
Sion (E), MUMBAI – 400 022
Ph: 022-24014701
Fax: 022-24024068
Email : eic@mpcb.gov.in

All queries that are received on or before the date mentioned in Section 5.7 shall be addressed by MPCB in writing. MPCB shall aggregate all such queries, without specifying the source and shall prepare a response, which shall be distributed to all parties who have procured the Request for Proposal Document. It may be noted that queries in writing would be entertained only from those parties who have procured this Document.

Request for clarifications received from prospective bidders who have not paid the fee for the RFP document as defined in 6.6.1, will not be answered. Such bidders will not be allowed to attend the pre bid meeting and also to bid..

Request for clarifications received after the last date mentioned in Section 5.7, may not be addressed. Decision of the Board in the matter will be final.

6.2. SUBMISSION OF THE BID

1. Cover 1 – Technical Bid

The information to be submitted by the Bidders as Cover 1 of their Bids is described in Section 7 and Annexure 5.

2. Cover 2 – Price Bid

The Information to be submitted by the Bidders in the Price Bid (Cover 2) is described in Section 8 and Annexure 5.

3. Submission of the Bid

The Bidders are requested to follow the Bid submission process which is detailed in Annexure 5 as per the schedule elaborated in Section 5.7 and Annexure 5.

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MPCB shall not be responsible for any delay in submission of the Bids. Any Bid received by MPCB after the due date for submission of the Bids stipulated in Section 5.7 and Annexure 5, will not be opened.

6.3. INITIALING OF THE BIDS

Covering Letters and other statutory documents to be submitted as a part of the e-bids should be signed and sealed by the Authorised Signatory before the bids are uploaded / submitted.

6.4. INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. Bids received after the scheduled time will not be accepted by MPCB under any circumstances. MPCB will not be responsible for any delay for any reason whatsoever.
2. Bid once submitted will be treated, as final and no further correspondence will be entertained on this. No Bids will be modified after the deadline for submission of Bids.
3. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* or those that do not contain the Covering Letter and other documentation as per the specified formats may be considered non-responsive and may be liable for rejection.
4. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
5. All communication and information should be provided in writing and in the English language only.
6. The metric system shall be followed for units.
7. The price quotations for the bid should be denominated in Indian Rupees.
8. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
9. Arithmetical errors will be rectified as follows –
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying quantities, the unit price will prevail
 - b. In case of discrepancy between grand total obtained by adding various line item totals & the grand amount stated in words, the grand total will be

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- recalculated and the same will be taken as correct.
- c. The price bid will be treated as inconsistent & non-responsive, in case if more than one type of discrepancy is observed in the price bid. Such price bid/s will be rejected summarily and considered as intentional misrepresentation and the EMD will be forfeited.**
10. MPCB reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MPCB, may be a ground for rejecting the Bid.
11. The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in this Request for Proposal, MPCB reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied across all the Bidders.
12. The Bidder should designate one person (“Contact Person” and “Authorized Representative and Signatory”) authorized to represent the Bidder in its dealings with MPCB. The Acknowledgement of Receipt of Request for Proposal Document shall be signed by the “Contact Person” and “Authorized Representative and Signatory”. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
13. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the Bid.
14. MPCB reserves the right to reject any or all of the Bids without assigning any reason whatsoever
15. Conditional bids may be summarily rejected.
16. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. MPCB reserves the right to vet and verify any or all information submitted by the Bidder.
17. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MPCB, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection and the Bid Security will be forfeited. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of MPCB and if MPCB is adequately satisfied.

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18. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MPCB shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
19. MPCB may, at its discretion, extend this deadline for submission of Bids by amending the RFP which will be intimated through MPCB website, in which case all rights and obligations of MPCB and bidder will thereafter be subject to the deadline as extended.

6.5. VALIDITY OF THE PRICE BID

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days.

Non-adherence to this requirement and other terms stipulated in the RFP document may be a ground for declaring the Bid as non-responsive. However, MPCB may solicit the Bidder's consent for extension of the period of validity if the Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting MPCB's request for extension of validity shall not be permitted to modify his Bid in any other respect.

6.6. FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

6.6.1. Fees for Request for Proposal (RFP) document

The RFP can be purchased by making a payment (non-refundable) of Rs. 20,000.00 (Rs. Twenty Thousand only) through online payment. Please refer Annexure 5 of this document for the payment methodology.

It is mandatory for the bidders to produce the proof of purchase of the RFP document to attend the pre-bid meeting. Prospective bidder failing to pay the fee for the RFP during the sale of RFP document will neither be allowed to attend the pre-bid meeting nor will their bid be accepted.

6.6.2. Earnest Money Deposit (EMD)

Bidders are required to submit a Earnest Money deposit (EMD) for an amount of **Rs. 10,00,000.00 (Rupees Ten Lakhs Only)**. Please refer Annexure 5 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.

MPCB shall reserve the right to forfeit the Bidder's EMD under the following circumstances:

1. If the Bidder withdraws his Bid at any time during the stipulated period of Bid

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validity as per Section 8.1 (or as may be extended).

2. If the Bidder, for the period of Bid validity:
 - i) in MPCB's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from MPCB in this regard and / or
 - ii) fails or refuses to execute the LoA (in the event of the award of the Project to it) and/or
 - iii) fails or refuses to furnish the Service Performance Guarantee within the stipulated time
3. Any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MPCB, is found to be incorrect or is a material misrepresentation of facts

In the event that any Bid is non-responsive or rejected after technical evaluation, the EMD of such Bidders shall be refunded with the unopened Cover – 2 of their Bid.

In respect of the bids after Technical Evaluation and eligible for price bid evaluation, the EMD of the unsuccessful Bidders (after opening of Cover 2) can cease to be in force after 60 days following the announcement of award of the Project to the Successful Bidder through the issue of the LoA for the same. The EMD of the successful Bidder will be returned only on submission of SPBG that Successful Bidder will provide at the time of signing Order acceptance & the SLA. EMD of the unsuccessful bidders will be returned after 45 days of award of contract.

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7. SUBMISSION OF TECHNICAL BID: COVER - 1

7.1. CRITERIA FOR MINIMUM ELIGIBILITY AND BID RESPONSIVENESS:

The Bidder shall fulfill the following Minimum Eligibility Criteria to participate in the bidding process. The Bidder should provide necessary documentary evidences of compliance as follows. Failure to do so for any of the Criteria mentioned below shall result in disqualification of the Bidder.

1. The Bidder should be a corporate entity; public or private limited company in India registered / incorporated under The Companies Act, 1956, and in business of offering Data Center / Disaster Recovery facility and services for minimum THREE (3) years. No consortiums allowed.
2. The bidder should have a minimum Turnover of Rs. 30,00,00,000.00 (Rs. Thirty crores only) in the year ending 31st March 2016.
3. The bidder must have OWN Tier III or better Data Center facility offering Private Cloud services.
4. The Bidder should have executed at least ONE (1) order from Govt. / Semi Govt. Organisation for hosting Private cloud and Disaster recovery center in the financial year ending 31st March 2016
5. The Bidder should have officially purchased the RFP document from MPCB office by paying the necessary fees as per section 6.7.1 of the RFP.
6. The Bidder should submit the EMD as stipulated in section 6.6.2
7. The Bidder should have 100% compliance to specifications in Annexure – 3.

7.2. COVER 1: INFORMATION FORMATS

Bidders are required to organize Cover-1 as per the following checklist –

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Table-2

Cover 1	Compliance to Minimum Eligibility Criteria and Technical Bid
Section 1	a) Covering Letter as per the format specified in EXHIBIT 1 b) Attested copy of Power of Attorney c) Certificate of incorporation / registration d) CA's certificate about the Annual Turnover as on 31st March 2016 for 7.1.(2) e) Proof of Purchase of the RFP document for 7.1.(5) f) EMD as per section 6.6.2 g) Document proving ownership of Tier III Data Centre offering Private cloud services as per 7.1(3) h) Order copy in compliance of 7.1(4) i) Compliance of Technical Specifications as given in Annexure 3
Section 2	1. Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1 2. Technical proposal highlighting <ul style="list-style-type: none"> • Company profile • Proposed methodology to execute the project • Proposed methodology to meet SLA requirements of MPCB • Resource availability with their skill sets and deployment plan for MPCB • Sample templates for review and reporting • Tools to be deployed, if any

7.3. TECHNICAL BID - COVER 1

The Cover 1 submission will also include Technical Bid of the bidder.

1. The bid should explain proposed methodology for undertaking the project as envisaged in the RFP document.
2. The bid should have all relevant testimonials, so as to ensure they score maximum marks under the evaluation system defined in section 7.4.1

7.4. TECHNICAL BID: EVALUATION CRITERIA & PROCESS

The Bidder shall necessarily submit in Cover 1 of the Bid Document, the Technical Bid detailing his credentials for executing this project and the highlights of the services proposed with respect to scope of work defined in the Bid Document and the benefits that would accrue to MPCB. The Screening Committee appointed for this purpose will do this evaluation. The Technical Bid will contain all the information required to evaluate the bidder's suitability to MPCB for the purpose of this project.

The guidelines for evaluation have been designed to facilitate the objective evaluation of the Technical Bid submitted by the bidder. The information furnished by the bidders in the technical bid shall be the basis for this evaluation. In case any of the information is

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not made available, the Committee will assign zero (0) marks to that item.

While evaluating the Technical Bid, MPCB reserves the right to seek clarifications from the Bidders. Bidders shall be required to furnish such clarifications in a timely manner.

MPCB also reserves the right to seek additions, modifications and other changes to the submitted Bid. Bidders shall be required to furnish such additions / modifications / other changes in a timely manner.

7.4.1. Evaluation of Technical Bid

The technical evaluation of the bidders will be done based on the criteria and marking system as specified as follows:

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Table-3

Sr. No.	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
1	Financial		5	
	Annual Turnover (T) of the organisation for financial year 2015-2016			Certificate from CA
	T < Rs 50.00 Crores but ≥ 30.00 Crores	1		
	T < Rs. 70.00 Crores but ≥ 50.00 Crores	3		
	AT ≥ Rs. 70.00 Crores	5		
2	Organisation capabilities		55	
a	DC Certified for Industry Standard Applications / OEMs	3		Copies of certificates
	Applications Certified = 1	1		
	Applications Certified > 1	3		
b	No. of different Seismic / Earthquake Zones ¹ outside Mumbai where bidder is operating Tier-III or better DC having Uptime certification for Design + Build	10		Self Attested List of Data Centers with valid Address proof indicating Seismic Zone and valid Uptime certificate for Design + Build
	No. of Seismic Zone = 1	3		
	No. of Seismic Zone = 2	5		
	No. of Seismic Zone = 3	10		
c	Number of owned certified Tier-III Data Centers being operated in India	12		Self declared List and Copies respective certificate with address and contact
	Data Center = 1	2		
	Data Centers > 1 but ≤ 3	5		
	Data Centers > 3 but ≤ 5	7		
	Data Centers > 5	12		
d	Certified Resources on company roll for at least 6 months	30		List of resources and copies of certificates
	Certified OS Resources ≥ 10	5		
	Certified Virtualisation Resources ≥ 10	5		
	Certified Enterprise Replication Resources ≥ 10	5		
	Certified DB (SQL / Oracle) Resources ≥ 5	5		
	OEM Certified Network and Security Engineers ≥ 10	5		
	Data Center facility Management Resources ≥ 20	5		
3	Past Experience		20	
	Completed Orders for managed services for value ≥ Rs. 50 Lacs p.a. in any of 3 years ending 31st March 2017	Two Marks per Order		Self declared List and Copies of the orders
4	Presentation on Implementation Methodology & Support		20	Write-up of the plan and actual presentation to be included in the Technical Bid
	TOTAL MARKS	100		

¹ Seismic / earthquake zones as defined by GOI

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Each responsive Bid will be attributed a **technical score denoted by symbol “S(t)”** . The technical score shall be out of a maximum of 100 marks.

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

After technical evaluation, MPCB will rank the bidders in descending order of their technical scores with the top ranked bidder having the highest technical score. If any bidder is found to be technically inadequate to the requirements of MPCB, i.e. if the technical marks are lower than **70**, then that bidder’s bid would be deemed non-responsive for further evaluation and would not be considered further in the bidding process.

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

7.5. PRESENTATION BY BIDDERS

MPCB shall invite the Bidders to make a presentation, at their own cost and expenses, for their execution methodology and support plan to meet the required SLA. The schedule for the presentation along with date and time slot will be communicated to the bidder/s, by MPCB at a later date.

8. EVALUATION OF PRICE BID: COVER 2

8.1 PRICE BID PARAMETERS

Bidders are required to offer their best prices for the services only in the format of the price bid given at Annexure-1 of this RFP document. Price offer in any other format will result in rejection of the bid and disqualification of the bidder from the evaluation process.

8.2 EVALUATION OF PRICE BIDS AND RANKING

The price bids of only technically successful bidders whose technical Bids have been awarded **70** or more marks by the Committee will be opened.

The evaluation will be carried out if Price bids are complete and computationally correct. For the purpose of evaluation, only the Grand Total Price arrived at by addition of Sub Total (A + B) will be considered. Lowest Price bid (denoted by symbol “P (m)”) will be allotted a

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Price score of 100 marks. The Price score will be denoted by the symbol "S (p)". The Price score of other bidders will be computed by measuring the respective Price bids against the lowest bid.

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

8.3 COMPUTING THE FINAL SCORE

The composite score is a weighted average of the Technical and Price Scores. The weightages of the Technical vis-à-vis the Price score is 0.75 of the Technical score and 0.25 of the Price score. The composite score (S) will be derived using following formula:

$$S = (S(t) * 0.75) + (S(p) * 0.25)$$

Thus the composite score shall be out of a maximum of 100 marks.

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

8.4 AWARD CRITERIA

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

8.5 NOTIFICATION OF AWARD

MPCB will notify the successful bidder in writing that his bid has been accepted. Upon the successful bidder's furnishing of performance security, MPCB will promptly notify each unsuccessful bidder and will discharge their bid security.

9. PAYMENT TERMS

9.1 The Price Bid should be valid for a minimum period of 180 days from the last date of submission of bids

9.2 Following payment terms will be offered to the successful Bidder:

1. Within 15 days of receipt of LoA the Successful bidder will submit to MPCB a SPBG for 10% of the value of the contract. The SPBG shall be in the form of a guarantee of a Nationalised Bank(s) acceptable to the MPCB and shall be valid till

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- 3 months from the date of acceptance of the successful bidders' deliverables by MPCB and issuance of Certificate of Operation (CoOp) by MPCB.
2. The bidder on completion of the project and on receipt of the CoOp from MPCB shall at its cost, charges and expenses will submit a PBG for an amount equivalent to 10% of the value of the contract in favour of MPCB. The PBG shall be in the form of a guarantee/s of a Nationalised Bank acceptable to MPCB and shall be valid till the end of 63 months from the date of issuance of Certificate of Operation.
 3. MPCB will release the SPBG after the bidder submits to MPCB, a Copy of the Certificate of Operation and PBG as described in Clause 9.2.2 above.
 4. An amount equivalent to 90% of the installation/commissioning cost will be paid against CoOp.
 5. Balance amount of installation/commissioning cost (10%) will be paid after 3 months of trouble-free operation as per SLA and conducting required DR-Drills.
 6. MPCB will release the payment to the Service Provider in equal installments on quarterly basis in arrears. The payments will be released after deduction of penalties, if any, (as per clause 9.3) for the elapsed quarter vide a crossed cheque payable in Mumbai and within 30 days of submission of invoice and after due scrutiny of the performance reports by MPCB or their appointed consultant.

9.3 Liquidity Damages and Penalty:

1. **Penalty for delay in Installation & commissioning:** For any delay in installation and commissioning beyond SIX (6) weeks from the date LoA / Purchase Order, the Board reserves the right to charge an LD (Liquidated Damages) at the rate of 2% of the total contract value for the delay of every week or part thereof, subject to a maximum of 10% of the total contract value. In case of delays beyond this period, MPCB at its sole discretion can terminate the contract.
2. **Penalty Clauses for Non-compliance of SLA:** Compliance of Service Level requirements as mentioned in Annexure-3 clause 2.0 will be measured every quarter. Service Provider will make all the related information available to MPCB.

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1. RPO:

RPO must be maintained less than or equal to FIVE (5) minutes at any given moment of time. Following penalties will be levied for breaching the SLA

Table-4a

	RPO > 5 Minutes	Penalty
1	1 st Instance in a quarter	A penalty of 0.5% of total order value for every hour or part thereof
2	Multiple instances in a quarter	A penalty of 1% of the total order value per instance in addition to penalty mentioned in point no 1
3	Repeated instances in consecutive quarter	A penalty of 1% of the total order value per instance in addition to penalties mentioned in point no 1 and 2. MPCB may consider Termination of contract for non-performance.

2. Infrastructure:

Table-4b

Infrastructure Availability	Penalty
99.50%-99.00%	0.5% of total order value
99.00%-98.00%	1% of total order value
<98.00%	2% of total order value

***Note: Penalty subject to maximum of 10% for each instance**

10. INDEMNIFICATION

The bidder, if selected as a Service Provider confirms that it will use only the genuine and licensed software without violating any licensing norms of the respective OEMs for provisioning of services under this contract to MPCB. The bidder agrees and undertakes 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, software licenses and / or services provided by the successful bidder. Successful Bidder / Service Provider will be solely responsible for any acts of violation intentional / unintentional and will pay all the costs on demand from MPCB, if found to be indulging in any such activities.

11. ASSIGNABILITY

The successful bidder will not assign its rights, title or interest in the contract in favor of any third party without prior written consent of MPCB. MPCB reserves its rights to grant

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such consent on such terms and conditions, as it deems fits and proper. MPCB's decision to grant such consent or refusal to grant such consent shall be final.

12. CONFIDENTIALITY

Successful Bidder shall hold data and information about MPCB, obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of MPCB.

Successful Bidder and MPCB shall maintain in confidence any information relating to the terms and conditions of this contract, information received from each other hereto in connection with this agreement as well as the business operations and affairs of MPCB or the successful bidder and their affiliates and shall not provide access to such information to any third party. This obligation shall expire 2 years after completion of the contract.

13. CORRUPT & FRAUDULENT PRACTICES

MPCB requires that the bidder under this RFP document maintains highest standards of ethics during procurement and execution of this project. In pursuance of this policy the board defines the terms set forth as follows

“corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence the action or decision making of public official in the procurement process or execution of the project.

“fraudulent practice” means misrepresentation of facts in order to influence the action or decision making of public official in the procurement process or execution of the project to the detriment of the board, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the board the benefits of free & open competition.

If it is determined that bidder / s are engaged in corrupt & fraudulent practices their bid/s will be rejected and also will be declared ineligible for indefinite period or a stated period to time to participate in any future RFP floated by MPCB.

14. TERMINATION OF CONTRACT

14.1 Termination for Default

MPCB without prejudice to any other remedy available for breach of Contract may terminate the Agreement in whole or in part, by a 7 days notice in writing to the Service Provider for any one or all of the following. On such termination, in addition to any other remedy available under the contract the EMD / PBG /SPBG will be liable for forfeiture.

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1. The Service Provider in the judgment of MPCB has made any misrepresentation of facts and / or engaged in corrupt, fraudulent practices. MPCB shall afford an opportunity to the Service Provider to represent his case before termination of the agreement.
2. The Service Provider fails to complete the project within the given time frame as mentioned in Clause 4.4 of this RFP.
3. If the Service Provider fails to provide all or any of the Contracted services as per SLA specified in the Agreement or

In the event MPCB terminates the Agreement in whole or in part, MPCB may procure upon such terms and in such manner as it deems appropriate products and / or service similar to those undelivered and the System Integrator shall be liable to pay to MPCB for any excess costs occurred for procuring such similar services.

14.2 Termination for Insolvency

If the Service Provider becomes bankrupt or otherwise insolvent, MPCB may terminate the Contract by giving written notice of 15 days to the System Integrator. In this event, termination of the contract will be without compensation to the System Integrator, provided that such termination shall not prejudice any right to action or remedy available to the MPCB which is provided in the RFP document,.

15. ARBITRATION

All disputes, differences, claims and demands arising under or pursuant to or touching this document shall be settled by arbitration of sole arbitrator to be appointed by both the parties and failing such agreement, by two arbitrators, one to be appointed by each party to disputes. All arbitrations shall be held at Mumbai location.

16. LEGAL JURISDICTION

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

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17. EXHIBIT – 1

FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidder along with the Cover 1 of the Bid)

Date:
Place:

To,

**Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle,
Sion (E), Mumbai – 22**

Dear Sir,

Sub: Selection of Service Provider for Providing Disaster Recovery Facility and Services

Please find enclosed one (1) original + one (1) copies of our Bid for “**Selection of Service Provider for Providing Disaster Recovery Facility and Services**” in response to the Request for Proposal (RFP) Document issued by **MPCB** dated

We hereby confirm the following:

1. The Bid is being submitted by *(name of the Bidder)* who is the Bidder in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by **MPCB** and in any subsequent communication sent by **MPCB**. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from **MPCB**.
3. We have enclosed the EMD as per the RFP terms.
4. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
5. We as the Bidder (Please strike out whichever is not applicable), designate Mr/Ms (mention name, designation, contact address, phone no., fax no., etc.), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of us in respect of the Project.

For and on behalf of:

Signature:

(Authorized Representative and Signatory)

Name & Designation of the Person:

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18. EXHIBIT – 2

FORMAT FOR COVERING LETTER SUBMISSION- WITH PRICE BID

(The Price Bid should be submitted along with the following cover letter. Format of Price Bid is given in Annexure - 4)

Date:
Place:

To,

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

Dear Sir,

Sub: Selection of Service Provider for Providing Disaster Recovery Facility and Services

As a part of the Bid, we hereby make the following price offer to the MPCB.

The cost of the services to be provided as per the requirements stipulated in this RFP is mentioned in the Price Bid as per **Annexure – 4** of the RFP. The price quoted is for the Scope of work as defined in Annexure 2.

We agree to bind by this offer if we are selected as the Successful Bidder.

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

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19. EXHIBIT – 3

SERVICE PROVIDER’S DECLARATION ABOUT TECHNICAL COMPLAINE

(This declaration must be on the letterhead of the Service Provider, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.)

Date:
Place:

To,

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

Sub: Declaration of 100% Technical compliance as required by your RFP <RFP reference No.>
Selection of Service Provider for Providing Disaster Recovery Facility and Services.

Dear Sir,

WHEREAS <Name and address of the Manufacturer> who are official producers of <Name of the product and product code> do hereby solemnly declare that

- a. We have read and understood the technical specifications mentioned in Annexure 2 of this RFP and our solution comprising of the components <Name of the products and product code> are 100% compliant to every specification mentioned therein.

We understand that if any of the points in this declaration is found to be incorrect, the bid will be declared as non-responsive and will not be considered for further evaluation.

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

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20. ANNEXURE – 1

CURRENT INFRASTRUCTURE and PROPOSED SOLUTION

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Current Infrastructure

MPCB has recently modernised core infrastructure in its Data Center facility at HO Sion. The state of the art infrastructure is robust, fail-safe and scalable.

Following are the sub-systems

1. Hardware and Connectivity

Fig-1

2. Virtualization Hardware

- Dell M1000e Blade Chassis with RPS - 1 No.
- Dell M630 Blade Server (6 core x 2, 64 GB, 1.2TB x 2 RAID 1) - 7 Nos.
- Brocade 300 SAN Switches in HA - 2 Nos.
- Dell SC4020 SAN Storage - 1 No.
- Dell TL 2000 Tape Library - 1 No.

3. Local Connectivity Infrastructure

- Dell N1524 LAN Core Switches in HA mode - 2 Nos.

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4. Wide Area Connectivity Infrastructure

- Cyberoam CR300i - 1 No.
- Managed services over MPLS VPN from TATA and RCIL with mix of bandwidths connecting to RO, SRO, Labs
- Internet Leased Line

The Dell Blade enclosure hosts SEVEN (7) Blade servers out of which SIX (6) blade servers are used to host Virtual instances and ONE (1) blade server is used for management.

Dell SC4020 Storage is connected by FC to SAN switch configured in HA mode. Storage Disks are configured in combination of RAID 10 and RAID 5. Tiering is enabled in Storage to achieve performance.

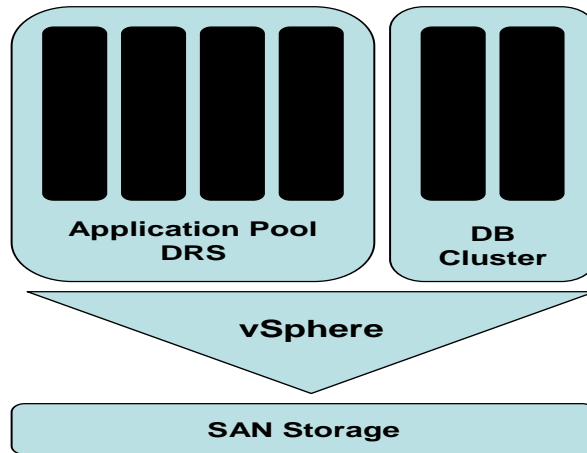
Local user connectivity is achieved through up-links from access switches terminated on Core switches. Core switches are configured in HA mode

RO, SROs, LABs are connected to Data Center at HO through two different MPLS Service providers with different bandwidths as per the requirement.

Internet Gateway and Remote connectivity is secured through Cyberoam CR300i

Logical Connectivity

Fig-2



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Virtualization Infrastructure

- VMware vSphere 6.0 with OME Plus is used as hypervisor.
- There are total FOUR (4) physical hosts in the configured in DRS for hosting Applications
- TWO (2) physical hosts in HA cluster mode for Database

Current Resource allocation

Following table gives application-wise resource allocation

Table-5

OS, Applications, Resource Allocation table							
	Server Name	OS	Application/Database	Resource Utilisation			
				Storage (TB)		vCPU Cores	Mem GB
				Allocated	Consumed		
1	Mail	Server 2012 Std (64)	MS Exchange 2010 Std	7	3.9	24	40
2	Active Directory	Server 2012 Std (64)	AD	0.2	0.06	8	16
3	ECMPCB App Server	CentOS 7	ERP	2		12	24
4	Backup AD	Server 2012 Std (64)	Backup AD	0.2	0.02	8	16
5	AntiVirus	Server 2012 Std (64)	McAfee Enterprise 8.8	0.2	0.06	0	16
6	Proxy	Server 2008 Std (64)	SQUID	0.15	0.07	16	16
7	Op Manager Ent.	SUSE Linux Ent 11	VmWare OME	0.27	0.15	4	16
8	DMS	Proposed	Document Management				
9	Common Software	Proposed	Pollution Data Collection				
10	Database	Server 2012 Std (64)	SQL Version 2012 Std	0.15	0.02	8	16
11	Asset Tracking	Server 2008 Std (64)	Web based	0.2		8	8
12	LIMS App Server	Server 2008 Std (64)	Lab Information App	0.5		12	16
13	LIMS Server Test	Server 2008 Std (64)	Lab Information App Test	0.5		12	16
14	LIMS DB Server	Server 2008 Std (64)	Oracle 9i	0.2		12	16
15	G-lens Server	Server 2008 Std (64)	Web based	1.25		8	16
			Total Allocated Resources ¹	12.82		132	232
			Total Consumed Storage		4.28		
			Total Provisioned (Physical) ²	19		72 ³	384

¹ Allocated means: Space allocated out of total physical

² Provisioned means: Total physical provisioned

³ Total physical CPU cores

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Proposed Solution Requirement:

1. Disaster or Drill situation will be declared by MPCB's competent or designated authorities.
2. A disaster situation will be considered when one or more critical servers identified by MPCB are un-available or a process driven predefined drill.
3. The RPO and RTO will be calculated from the time of such declaration by MPCB

Recovery Point Objective (RPO): RPO should be Less than or equal to 5 mins

Recovery Time Objective (RTO): RTO should be Less than or equal to 4 Hrs by using the DR automation

To achieve this, it is proposed to have solution as follows

The solution is envisaged for site level recovery scalable to application level recovery based on the impact of the disaster. Thus proposed solution should have file level replication for associated application servers, DB log replication which is supported on the commonly used OS platforms, plus VM level replication as major existing setup is on VMs. Solution must do continuous incremental replication of all the data on Primary site to DR-site.

The proposed solution should not need major change in the existing environment except for agent/source side replication agents/device which again shouldn't be adding any additional load on current infrastructure. The proposed solution should be in the form of software. The proposed DRM solution should integrate seamlessly with the existing setup without the need to reconfigure or remove existing application.

The proposed solution will facilitate out-of-the-box, workflow based switch-over and switch-back for DR situations for standard applications based on industry best practices.

The proposed solution must have pre-packaged support for all popular databases Oracle, MSSQL, MYSQL, Sybase, PostgreSQL and DB2. It must support both physical and virtual platforms

Solution Components:

- DR-site
- Compute
- Storage
- Connectivity
- Licensing
- Replication method

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Table-6

Proposed applications and Resource deployment at DR site					
	Application	OS and Software	Allocated Resources		
			TB	vCPU Cores	Mem GB
1	Mail	Server 2012 Std (64), MS Exchange 2010 Std	7	8	40
2	Active Directory	Server 2012 Std (64)	0.2	4	16
3	ECMPCM App Server	CentOS 7	1	4	16
4	DMS	Proposed	2	4	16
5	Common Software	Proposed	1	4	16
6	Database	Server 2012 Std (64), SQL V 2012 Std	0.15	4	16
7	LIMS	Server 2008 Std (64)	0.5	6	16
8	LIMS DB	Server 2008 Std (64), Oracle 9i	0.2	6	16
		Proposed Requirement	12.05	40	152

DR-Site:

- The location where MPCB DR infrastructure will be hosted must be in India in different seismic zone other than that of Primary site. (minimum specs are given in Annexure- 2)

Compute:

- A minimum of three (3) physical hosts will be used to host MPCB applications. Each host used must be Energy compliant with latest generation processors (min 2 processors with 6 cores), 64GB Memory & respective local storage. Host should be configured for redundancy against host failure.

Storage:

- The SAN based storage of minimum 15TB (usable) scaleable on-demand, with necessary RAID & Hot-spare in place must be provided on High-speed SSD to achieve better performance.

Security:

- The Private hosting environment should have adequate security in place Intrusion Detection system, Intrusion Prevention system, Prevention Mechanism against Ransom ware/ Zero-Day-Attacks

License & Hardware requirement at DR-site:

- As primary site is hosted on VMware virtualisation platform, it is proposed to have the same platform (VMware) at DR to host MPCB instances.
- The solution should be able to host minimum of 8 windows instances as follows (Table-6) & scalable for on-demand requirements.

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- Provisioning of licenses, if any and as where required for seamless operation in DR situation will be responsibility of Service Provider.
- L1, L2, L3 support for all such licenses will be responsibility of the Service provider
- Service provider will ensure necessary licensing compliance at DR site all all times and indemnify MPCB against any issues related to software licensing.

Connectivity:

- Connectivity between Primary Site and DR site to be achieved by 2 different WAN service providers with two different paths and two different last-mile connectivity media.
- Connectivity provided will be on point to point lease-circuits of 2 Mbps each with 1:1 bandwidths ratio.
- Connectivity Service Provider should able to switch-over and switch back access hub from Primary site to DR-site for seamless access to MPCB users in case of Primary Site failure.
- In addition to above a secured VPN to be in place. In-case of failure of Primary site, DR instances can be accessed by MPCB users through secured VPN till the time Primary site is restored.

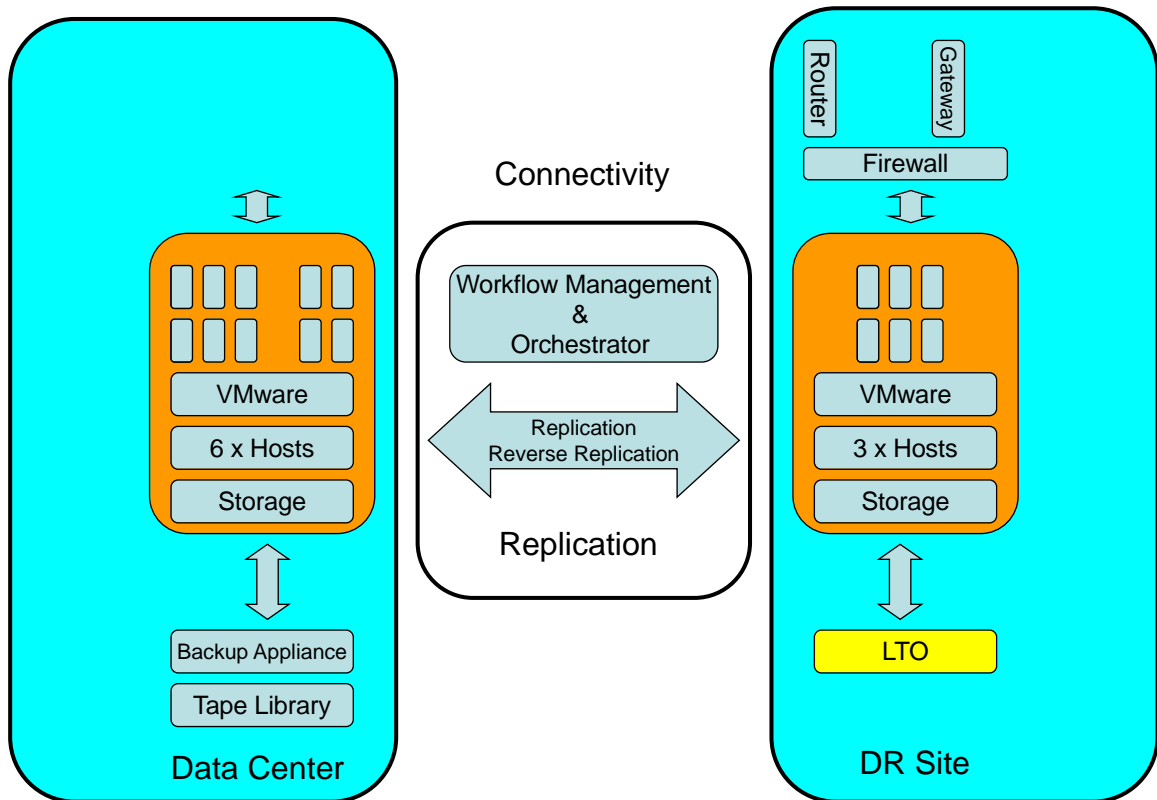
Management:

- The proposed solution should offer a workflow based management & monitoring and reporting capability for the real time monitoring of DR solution parameters and user defined thresholds like RPO (at DB level), RTO, replication status and user defined thresholds.
- It will provide alerts (including SMS and e-mail alerts) on any deviations.
- The proposed solution should able to conduct DR Drills from a centralized location.
- The proposed solution should be capable of doing pre-flight / Dry-run checks to ensure conditions of all the resources, setup, and infrastructure are met to ensure a successful DR Drill.
- The proposed solution should carry out the necessary Disaster Recovery with minimal or zero human intervention from MPCB resource end.
- The necessary managed services for carrying out complete DR drill or actual DR should be provided by service provider & will be service provider responsibility
- BIA: - Business Impact Analysis will be done in co-ordination with the MPCB application team for key applications and implementation should reflect BIA.

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Logical view of proposed Architecture

Fig-3



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Services**

21. ANNEXURE – 2

TECHNICAL COMPLIANCE

|

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Data Center:

DC environment				
Sr. No.	Parameter	Minimum Specifications	Compliance (Y/N)	Remark
	Power	Two independent power suppliers/ substations/Grid Level redundancy each capable of supporting the site independently. Two separate power paths from the UPS to be provided to the server / network communication room. Data center to maintain the PUE from 1.5 to 1.8		
	Network Link	SP should be authorized by TRAI to provide P2P replication links. Redundant Leased Line networks from 2 different providers must also be made available. The links from same service provider should be from different exchange both at originating end and destination end and the last mile should come from different physical path		
	Location	Service Provider should have DR site in a different Seismic Zone.		
		The Data Centre facility building should be away (1 KM) from hazardous chemical materials, LPG storage areas, chemical go-downs and other storage facilities meant for dangerous commodities		
	CCTV	The CCTV cameras should cover in row view of both front & back side of the racks row, within the MPCB area. The CCTV camera should cover the entry & exit to server area. CCTV monitoring should be done for every door, power and air- conditioning unit.		
	BMS Management	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis		
	Audit	Audit reports of people accessing the Server room should be available as and when required.		

Hardware:

Compute:

Host Hardware– QTY 3				
Sr. No.	Parameter	Minimum Specifications	Compliance (Y/N)	Remark
1	Processor	Support for latest Intel Processors – (E5 family of better Minimum 2 Processors required)		
2	Proc Sockets	Min 2 Populated		
3	Max Cores / Socket	6 or more		
4	Storage	Native: 2 x 500 GB (min) Drives		
5	Memory	128 GB RAM Minimum to be provided		
6	O. S. and Virtualisation Support	Latest versions of Microsoft Windows Server, Novell SUSE Linux, Red Hat Linux Enterprise, Vmware, Hyper V		
7	OEM Market Share	The OEM should one of the Top 3 OEMs for Market Share in the X 86 Server Space as per the Latest IDC report)		

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Storage:

SAN based Storage (Minimum 15 TB Usable)				
Sr. No.	Parameter	Minimum Specifications	Compliance (Y/N)	Remark
1	Disk	Solid State Disk configured in RAID 5 or 6 with Hot Spare		
2	Connectivity	Fiber Channel min 8 Gbps		
3	Storage	The solution should support minimum of 100000 IOPs		

Communication Links:

Links– QTY 2				
Sr. No.	Parameter	Minimum Specifications	Compliance (Y/N)	Remark
1	Bandwidth	2 Mbps 1:1 :: Upload : Download		
2	ISP	Two Different Service providers configured in redundancy		
3	Last Mile	Two different media from different SP, out of which one must be on OFC		
4	Additional requirement	Should support Transit site /hub feature, DMVPN to maintain connectivity to MPCB HQ ,RO, SRO, LABs and remote users in case of Primary site failure		

Security:

Security– QTY				
Sr. No.	Parameter	Minimum Specifications	Compliance (Y/N)	Remark
1	Secured VLAN	Shared Security should provide Dedicated VLAN segmentation which allows for creation of Private VLAN zones		
2	UTM Appliance	Security should be provisioned on industry leading Unified threat management appliances with support for dedicated Virtual domains		
3	SSL VPN	Shared Network should be capable to Integrate other Office or Remote Users using IPSec VPN & SSL VPN respectively in case required in future		
4	Virtual Firewall Instance	Shared Network should be capable to provide dedicated VDOM or Virtual F/W Instance		

Managed Services:

Sr. No.	Parameter	Minimum Specifications	Compliance (Y/N)	Remark
1	Windows Managed Services	Proposed Solution should have OS Managed Services		
2	Database Managed Services	Proposed Solution should have Database Managed Services		
3	Network Managed Services	Proposed Solution should have Network Managed Services		
4	DR Drills	Proposed solution should have two DR drills.		

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Proposed replication solution technical compliance:

Sr. No.	Minimum Specifications	Compliance (Y/N)	Remark
1	The proposed solution should support continues Replication and should facilitate workflows based single click recovery mechanism for bringing up the single or multiple applications and all the components it depends on at DR while it is up at primary site without pausing/stopping the replication, Should recover all the layers of a business applications includes Application, OS, database, Network, Storage		
2	The solution shall have integration with LDAP/Active Directory/Single-Sign on solution for authentication and authorization		
3	There must be no additional constraints on the size, operating system, or other characteristics of the virtual machines.		
4	The proposed solution shall provide a real-time web based DR manager console which can be used to view key aspects of DR solution like RPO, RTO, provide reports/evidence of compliance to RPO/RTO, and conduct DR drills/recovery with a real time alert mechanism for any deviations in the monitored parameters and have a Central console to start & stop for each application.		
5	During standard operation the target site must not use virtual machine compute and memory resources.		
6	There shouldn't be any impact on the production VM's performance (CPU Utilization, RAM Utilization & disk throughput) due to replication activity.		
7	It should be possible to initiate synchronization using a non-network capability (eg import from disk) followed by a network synchronization phase		
8	The proposed solution should support automation of environments which includes IBM AS400, MIMIX, Double take, HP Tandem.		
9	It should be possible to migrate VMs from vSphere to Hyper-V and vice-versa.		
10	RBAC (Role Based Access Control) access should be provided to manage the DR console and should be integrated with AD.		
11	It should provide reporting on Test Drill, DR activities and Compute Resource consumption during the DR.		
12	The solution should be able to provide RPO in seconds and should be less than minute.		
13	The solution should support replication of different VM's to multiple locations.		
14	Should support multisite replication		
15	The solution should support 2 way block migration and replication of data from PR site to DR Site		
16	The solution should support remote replication to meet different recovery point and recovery time objective (RPO/RTO) requirements.		
17	The proposed replication solution should be compatible with Storage Arrays for performing replication from / to heterogeneous storage models from different OEMs e.g. HP, IBM, DELL, EMC, SUN and Netapp etc.		
18	The Replication technology should support different types of data whether structured or unstructured.		
19	The proposed solution should be capable of maintaining data consistency at all times at the target.		
20	The proposed solution shall provide Centralized Management GUI to manage all the replication jobs.		
21	The proposed solution should provide for real-time monitoring of the RPO being achieved. State should be able to find out in real time the data lag and time lag from the replication console.		

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22	Shall be flexible to support one-to-many migration and replication workloads.		
23	Shall be able to be migrating only the used blocks and not empty blocks.		
24	Should support On-Demand DR without having target VMs powered ON during migration and replication		
25	Shall be able to handle long outages of network without affecting the consistency of data at secondary site.		
26	Recovery Monitoring		
	The proposed solution should be capable of performing Real time monitoring Recovery Point Objective, Migration and Replication progress, estimated time of completion in real-time.		
27	The proposed solution should be capable of providing alerts on event threshold conditions such as RPO deviation and disk space full at folder level		
28	Reporting		
	The proposed solution should be capable of accommodating readymade reports on RPO deviation, Data Availability status, and network failure.		
29	The proposed solution should be capable of creating UI based custom reports, data can be exported to popular reporting engines.		
30	Management		
	Restart replication after a break from last successful replicated point		
31	On the fly compression for reduced bandwidth		
32	Notification using SMS and email and support for notification lists to handle groups of users at a time		
33	The software must support physical and virtual servers across Source and Target sites without any restrictions.		
34	The proposed solution should support popular Virtual platforms including VMWare, MS Hyper-V, Citrix Xen & KVM		
35	The proposed software should support popular CLOUD platforms including AWS, Azure, Soft layer & Open stack		
36	The proposed software should support Physical to Physical, Physical to Virtual, Physical/Virtual to CLOUD and vice versa.		
37	The proposed software should be capable of migrating from any platform to any platform (Physical, Virtual and CLOUD)		

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22. ANNEXURE – 3

SCOPE OF WORK

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1.0 SCOPE OF WORK

1.1 Stakeholders and their responsibilities

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

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

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

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

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

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

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1.2 Responsibilities of the DR Service Provider

Summary of the Scope of Services from Service Provider

The scope of services shall comprise the following:

- Project Planning & Management
- Preparation of Private Cloud / Disaster Recovery site
- Installation and setup of Private cloud / Disaster Recovery Site
- Periodic DR-DRILLS
- Documentation and Reporting
 - Create documentation of the infrastructure, work-flows, RACI matrix as a part of the handover exercise.
 - Track quarterly SLA performance
 - Maintenance & Support of Private Cloud / DR solution
- Change Management Workshops
- Monitoring performance parameters, alerts and taking proactive measures for continuous improvement
- Restoration of Primary Site as per SLA
- Security Audit

One Time Activity

1.2.1 Project Planning & Management

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

1.2.2 Preparation of Private cloud / Disaster Recovery Site

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

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1.2.3 Installation and setup of Private Cloud / Disaster Recovery Site

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

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replication till the operations are not being established at the Primary Site. The RPO would be applicable in reverse replication also. The entire data should be made available for restoration at Primary Data Center. Restoration at Primary Data Center will be the prime responsibility of FMS vendor, but necessary support has to be provided by the DR Service Provider.

1.2.4 Initial Migration of Data

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

1.2.5 Responsibility of Service Provider

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

1.2.6 Documentation

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

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for measuring the service levels, application performance, server performance, storage performance and network performance.

1.2.7 SLA performance Reporting

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

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

Support

1.2.8 Support

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

1.2.9 Change Management Workshops

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

1.2.10 Restoration of Primary Site

- Conduct Primary Site Assessment
- Transit all IT operations and services back to the primary site maintaining desired SLA

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- Review the procedures, the event, and subsequent actions executed to recover and restore normal operations

1.3 Responsibilities of MPCB

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

1.4 Responsibilities of the Project Monitoring Consultant (PMC)

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

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2.0 SERVICE LEVEL REQUIREMENTS

- a) Services should be guaranteed for 99.5% uptime and available with respect to infrastructure including the connectivity, compute, memory, storage, network infrastructure and replication to maintain desired RPO.
- b) All the parameter to monitor services availability, infrastructure uptime through secured web portal/ dedicated console. System generated alerts should be made available real-time through SMS and email to designated MPCB persons.
- c) Service provider should monitor and review performance parameter, alerts on regular basis. Service provider should conduct DR-Drills once every SIX (6) months and inform results to MPCB. Service provider should proactively inform MPCB about the issues to act upon and suggest improvement required to update DR policies.
- d) Maintain Recovery Point Objective (RPO) less than or equal to FIVE (5) minutes.
- e) Achieve Recovery Time Objective (RTO) less than or equal to FOUR (4) Hours
- f) Helpdesk and Service Support must be available for 24x7x365 along with detailed escalation matrix

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23. ANNEXURE – 4

Price Bid Format – Part A

The bidders should strictly follow the format given below for submitting the price –bids and should submit the same on their official letter head.

Sr. No.	Description	Unit Rate Without Taxes Rs.	Taxes Rs.	Total Unit Rate Rs.
		A	B	C=A+B
1	One-time implementation charge as per the SOW in Annexure-3			
2	Recurring Charges for FIVE (5) years for services as per SOW Annexure-3			
	GRAND TOTAL Rs.			

Grand Total Amount in Words

Rs.: _____

Note:

1. The prices quoted are for the Scope of Work as mentioned in Annexure-3
2. The prices are valid for 180 days from the date of bid.

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

Date:

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Price Bid Format – Part B

The bidders should strictly follow the format given below for submitting the price –bids and should submit the same on their official letter head.

On-Demand Services

Sr. No.	Description	Unit Rate Without Taxes Rs.	Taxes Rs.	Total Unit Rate Rs.
		A	B	C=A+B
1	Bandwidth per Mbps / day			
2	Per VCPU Core Compute			
3	Per GB Memory			
4	Per 100 GB Storage			
5				
6				
7				

Note:

1. The prices quoted are for the Scope of Work as mentioned in Annexure-3
2. The prices are valid for 180 days from the date of bid
3. Rates to be quoted are unit rates only.
4. The payment will be made as per actual usage.
5. The Prices quoted above in PART-B WILL NOT be considered for price-bid evaluation and are taken for comparative analysis and future optional needs

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

Date:

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24. ANNEXURE – 5

DETAILS FOR E-TENDER PROCEDURE

NOTICE DETAILS

Tender Reference no.	MPCB/EIC/IMIS/2345 Date :09/06/2017
Name of Work / Item	Selection of Service Provider for Providing Disaster Recovery Facility and Services
Cost of blank tender document & Mode of Payment	Rs. 20,000/- (Rupees Twenty Thousand Only) (Non Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage.
EMD Amount & Mode of Payment	Rs.10,00,000/- (Rupees Ten Lakhs Only) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.
Date ,Time and Place for Training on e-Tendering Process	e-Tender training can be kept after Pre-bid meeting only upon request by bidders
Date ,Time and Place of Pre Bid Meeting	29th June 2017 15.00hrs at MPCB Conference Hall,Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Venue of online opening of tender	MPCB Conference Hall, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Address for Communication	Member Secretary MPC Board, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Contact Telephone & Fax Numbers	Tel.No. - 022- 240 87 295, 022- 240 10437 Fax - 022- 240 87 295 Email - eic@mpcb.gov.in
e-Tendering Helpline Support: Monday to Friday: 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM	<u>Telephone:</u> 020 - 3018 7500 <u>Email: support.gom@nextenders.com</u>

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e-TENDER TIME 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	Performed by	Start		Expiry	
			Date	Time	Date	Time
1	<i>Release of Tender</i>	<i>Department</i>	<i>12-06-2017</i>	<i>11.00</i>	<i>12-06-2017</i>	<i>16.00</i>
2	Tender Download	Bidders	12-06-2017	16.01	23-06-2017	17.00
3	Bid Preparation		12-06-2017	16.01	04-07-2017	17.00
4	<i>Superhash Generation & Bid Lock</i>	<i>Department</i>	<i>04-07-2017</i>	<i>10.00</i>	<i>04-07-2017</i>	<i>13.00</i>
5	Control Transfer of Bid	Bidders	04-07-2017	13.01	06-07-2017	17.00
6	<i>Envelope 1 Opening</i>	<i>Department</i>	<i>07-07-2017</i>	<i>15.30</i>	<i>07-07-2017</i>	<i>17.30</i>
7	<i>Envelope 2 Opening</i>		<i>12-07-2017</i>	<i>11.30</i>	<i>12-07-2017</i>	<i>14.30</i>

** 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.*

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INSTRUCTIONS TO BIDDERS FOR e-Tendering

GENERAL INSTRUCTIONS:

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

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra**:
<https://maharashtra.etenders.in>

The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <https://maharashtra.etenders.in>

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

An important Training Workshop on e-Tendering procedure will be held after Pre-bid meeting at 4th floor Conference Hall , MPCB, Sion, upon request fro the bidders.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

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

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking) of Rs. **1054/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

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If any assistance is required regarding e-Tendering (registration / upload / download) please contact GoM e-Tendering Help Desk on number: **020 – 3018 7500 (Pune Helpline)**, Email: support.gom@nextenders.com

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

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

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

TENDER DOCUMENT PURCHASE AND DOWNLOAD:

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of Maharashtra Pollution Control Board on e-Tendering website of Government of Maharashtra, <https://maharashtra.etenders.in> by making payment through **Online Payment Modes i.e. Net Banking, Debit Card and Credit Card.**

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

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

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

The Tender form will be available online only. Tender forms will not be sold / issued manually from M.P.C.Board office

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

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PREPARATION & SUBMISSION OF BIDS

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

Online Bid Preparation

EARNEST MONEY DEPOSIT (EMD)

Bidders are required to pay Earnest Money Deposit (if applicable) through Online Payment modes i.e. **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during Bid Preparation Stage.

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

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

In case EMD is mandatory to all the bidders for a tender, offers made without EMD shall be rejected.

In Bid Preparation stage, bidders get access to Online Technical and Commercial Envelopes where they require uploading documents related to technical eligibility criteria and quote commercial offer for the work / item in respective online envelopes.

TECHNICAL BID

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

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The list of documents for Technical Envelope is as follows:

Sr. No.	List of Documents	Compulsory / Additional
1	Covering Letter As per Format in EXHIBIT 1	Compulsory
2	Attested copy of Power of Attorney	Compulsory
3	Proof of Purchase of RFP	Compulsory
4	EMD as per Section 6.6.2	Compulsory
5	Certificate of incorporation / Registration Service Tax registration certificate	Compulsory
6	Service Tax registration certificate	Compulsory
7	Document proving ownership of Tier III Data Centre offering Private cloud services as per 7.1(3)	Compulsory
8	Copies of orders in compliance of Section 7.1 (4)	Compulsory
9	Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1	Compulsory
10	Technical Proposal as mentioned in section 7.2 PART 2 (b)	Compulsory
11	Service provider's declaration about technical compliance	Compulsory
12	Covering Letter As per Format in EXHIBIT 2	Compulsory
13		
14		
15		

COMMERCIAL BID

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

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

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope.

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Towards the end of Bid Preparation, once verification of EMD payment is successful, bidder completes the Bid Preparation stage by generating the Hash Values for T1 and C1. Post this, system won't allow him/her to make any further changes or modifications in the bid data.

Online Bid Submission

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

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

INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION

Bidders are required to pay Earnest Money Deposit (if applicable to them) through Online Payment modes i.e. **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during Bid Preparation Stage.

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

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

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

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

Interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. **1054/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of commencing **Online Bid Submission** stage of the tender schedule.

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Non-payment of processing fees will result in non submission of the tender and Department will not be responsible if the tenderer is not able to submit their offer due to non- payment of processing fees to the e-tendering agency.

Detailed list of different modes of online payment to e-tendering service provider (**E-Payment Options**) has been provided under **E-Tendering Toolkit for Bidders** section of **<https://maharashtra.etenders.in>** .

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

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

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

OPENING OF BIDS:

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

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

TECHNICAL ENVELOPE (T1):

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

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

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

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

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

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

The commercial bids shall not be opened till the completion of evaluation of technical bids.

The commercial Bids of only technically qualified Bidders as mentioned above will be opened.

COMMERCIAL ENVELOPE (C1):

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

PRICE SCHEDULE

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

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Final List of Documents to be uploaded Online:

The following documents should be uploaded by the bidders in the form of PDF Files in the same order as mentioned below, on the e-Tendering website during **Online Bid Preparation** stage.

Sr. No.	List of Documents	Compulsory / Additional
1	Covering Letter As per Format in EXHIBIT 1	Compulsory
2	Attested copy of Power of Attorney	Compulsory
3	Proof of Purchase of RFP	Compulsory
4	EMD as per Section 6.6.2	Compulsory
5	Certificate of incorporation / Registration Service Tax registration certificate	Compulsory
6	Service Tax registration certificate	Compulsory
7	Document proving ownership of Tier III Data Centre offering Private cloud services as per 7.1(3)	Compulsory
8	Copies of orders in compliance of Section 7.1 (4)	Compulsory
9	Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1	Compulsory
10	Technical Proposal as mentioned in section 7.2 PART 2 (b)	Compulsory
11	Service provider's declaration about technical compliance	Compulsory
12		
13		
14		
15		
16		

Note: During **Online Bid Preparation**, apart from the above mentioned documents, if any need arises to upload additional documents in Technical Envelope, an option of '**Upload Additional Documents**' has been provided in the e-Tendering software which will be available to bidders during **Online Bid Preparation** stage.