

Maharashtra Pollution Control Board

महाराष्ट्र प्रदूषण नियंत्रण मंडळ

Request for Proposal For

Selection of Service Provider for Operation and Maintenance of Integrated Management Information System (IMIS) at MPCB

RFP Reference No: MPCB/EIC/IMIS-220221-FTS-0083 Date of Issue: 21/01/2022 RFP Price: INR 25,000/-

Issued By:

Member Secretary Maharashtra Pollution Control Board, Kalpataru Point, 3rd floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-24087295 Email ID: eic@mpcb.gov.in

Disclaimer

This Request for Proposal (RFP) for "Selection of Service Provider for Operation and Maintenance of IMIS at MPCB" (hereinafter referred to as "Project"), is issued by Maharashtra Pollution Control Board, GoM (herein referred to as 'MPCB').

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

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

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

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

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Section I:Instruction to Bidders

Abbreviations

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

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Definitions

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

1. Tender Notice

RFP reference No:

Date:

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **"Selection of Service Provider for Operation and Maintenance of IMIS at MPCB"**. The prospective firms may download the technical and commercial bid from the e-tendering portal <u>https://mahatenders.gov.in</u> and submission of bid may be done as per details provided in RFP.

For complete details & formats of e-tender, the bidders can visit <u>https://mahatenders.gov.in</u> Tender Fee payment of **INR 25,000/-**(Non-Refundable) by payment gateway online /RTGS /NEFT /ECS. No brokers/intermediaries shall be entertained. MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

Note:

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

2. Invitation for Bids

- **a.** MPCB hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the "Selection of Service Provider for Operation and Maintenance of IMIS at MPCB" as detailed in this RFP document.
- b. The complete bidding document shall be published on https://mahatenders.gov.in for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee through e-Tendering Online Payment Gateway mode only.
- c. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- **d.** Bidders are also advised to refer "Bidders Manual Kit" available in this document or at <u>https://mahatenders.gov.in</u> for further details about the e-tendering process.
- e. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- f. Note-
- **g.** Earnest Money Deposit: can be paid through Online Payment mode or through Bank Guarantee as per details mentioned in the table given below.
- h. All eligible/ interested Bidders are required to be enrolled on portal https://mahatenders.gov.in before downloading tender documents and participate in e-tender process for this Tender. Bidders are requested to contact the telephone numbers provided on maha-tenders portal in case of any doubts/ information/difficulty regarding online enrolment or e-tendering process.
- i. Bidders should submit the document related to tender online. The bidders who wish to submit the payment of EMD by way of Bank Guarantee, physical instrument of the EMD (Bank Guarantee) should be submitted on the day of opening bids and the scanned copy should be uploaded along with the technical documents in the technical proposal envelope. Tender Fee of INR 25, 000/-(including taxes) should be credited in to MPCB fund account by online payment gateway, before submission of tender response otherwise Bidders cannot participate in tender process. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
- j. The Electronic tendering system for MPCB will be available on the URL <u>https://mahatenders.gov.in</u>.
- **k.** The summary of details regarding this invitation of bids are listed in the table below:-

Sr.	Items	Description			
1	RFP Reference Number	MPCB/EIC/IMIS-220221-FTS-0083 Dated:21/02/22			
2	Name of the Project	Selection of Service Provider for Operation and			
		Maintenance of IMIS (Integrated Management			
		Information System)			
3	RFP Document Download Start / End	Start: 22/02/2022 @ 11:00 Hrs			
	Date & Time	End: 28/02/2022@ 17:00 Hrs			
4	Last date to send in requests for	All the queries should be received on or before			
	clarifications	28/02/2022 @ 17:00 Hrs, through email only with			
		subject line as follows:			
		"Queries -Selection of Service Provider for Operation			
		and Maintenance of IMIS at MPCB".			
		The Pre-Bid queries to be sent to the Email Id:-			
		eic@mpcb.gov.in			
5	Date and Time pre bid Meeting	02/03/2022 @ 15:00 Hrs at MPCB HQ / by Video			
		Conferencing (depending on prevailing situation)			
6	Last date (deadline) for submission of	11/03/2022 @ 17:00 Hrs			
7	bids				
7	Tender Fee to be paid via Online Payment Gateway mode only.	INR 25,000/- (Twenty-Five Thousand INR)			
8	Date Time and Place of opening of	14/03/2022 @ 15:00 Hrs at MPCB HQ, Sion			
Ũ	Technical Proposals	14/00/2022 @ 10.00 HIS at III OD HIQ, 010H			
9	Date Time and Place of opening of	To be announce later			
	Financial Proposals				
10	Earnest Money Deposit (EMD) to be	INR 15,00,000 (Rs. Fifteen Lakh Only)			
	paid in form of Online Payment				
11	Performance Bank Guarantee (PBG)	10% of the contract value valid up to 3 months post			
	from Nationalized Bank	end of contract. PBG Should be only from Nationalised			
12	Last date for signing contract	/ Scheduled banks. As intimated in work order of MPCB			
12	Bid Validity Period	120 days from the last date (deadline) for submission			
		of bids.			
14	Contract Period	3 years from the date of LoA			
15	Contact Details	-			
	Shri. Dinesh Sonawane				
		rd Floor, Kalpataru Point, Opp. PVR Cinema,			
	Sion Circle, Sion, Mumbai-400 022				
	Tel: 022-24087295				
	Email ID: eic@mpcb.gov.in				

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

2.1 Tender Schedule

Please Note: All bid related activities (Process) like Tender Document Download, Bid

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time (hrs.)
1	Release of E-tender	Department	22/02/2022	11:00	22/02/2022	17:00
2	E-tender Download	Bidders	22/02/2022	11:00	28/02/2022	17:00
3	Clarification for Pre- bid	Bidders	22/02/2022	11:00	28/02/2022	17:00
3	Pre-bid Meeting	Department	02/03/2022 15:00 Hrs.			
6	Bid Submission	Bidders	24/02/2022	11:00	11/03/2022	17:00
8	Envelope Opening Date (Technical Bid)	Department	14/03/2022	15:00	14/03/2022	17:00
9	Envelope Opening Date (Price Bid)	Department	To be announce later			

Preparation, and Bid Submission will be governed by the time schedule given under Key Dates below:

Presentations from each of the Bidder will be announce latter. The detailed schedule and agenda for the same will be intimated in due course.

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

3. Instructions to Bidders

3.1 Introduction of MPCB

Maharashtra Pollution Control Board (MPCB) is implementing various environmental legislations in the state of Maharashtra, mainly including Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Water (Cess) Act, 1977 and some of the provisions under Environmental (Protection) Act, 1986 and the rules framed there under like, Biomedical Waste (M&H) Rules, 1998, Hazardous Waste (M&H) Rules, 2000, Municipal Solid Waste Rules, 2000 etc. MPCB is functioning under the administrative control of Environment Department, Government of Maharashtra

Some of the important functions of MPCB are:

- **a.** To plan comprehensive program for the prevention, control or abatement of pollution and secure executions thereof,
- **b.** To collect and disseminate information relating to pollution and the prevention, control or abatement thereof,
- **c.** To inspect sewage or trade effluent treatment and disposal facilities, and air pollution control systems and to review plans, specification or any other data relating to the treatment plants, disposal systems and air pollution control systems in connection with the consent granted,
- **d.** Supporting and encouraging the developments in the fields of pollution control, waste recycle reuse, eco-friendly practices etc.
- **e.** To educate and guide the entrepreneurs in improving environment by suggesting appropriate pollution control technologies and techniques
- **f.** Creation of public awareness about the clean and healthy environment and attending the public complaints regarding pollution

3.2 Background

The Board has deployed Integrated Management Information System (IMIS) – an integrated egovernance application for automation of their various processes and workflows, such as consent management, waste management, etc. IMIS, today, has grown into a mature digital infrastructure platform which consists of Hardware Infrastructure and Application Software. The application software runs on core IT infrastructure spread across its HO in Sion, various regional Offices (RO), Sub-Regional Offices (SRO) and Laboratories of MPCB across Maharashtra. IMIS is also integrated with a Laboratory Information Management System (LIMS).

The Board has hosted its IT infrastructure in their in-house Data Centre (DC) and has a warm Disaster Recovery (DR) facility hosted in TIER IV Service Provider in Bengaluru. The Board has recently achieved an ISO 27001 certification for their DC infrastructure.

The IMIS is rolled out to various offices of the Board and the same is accessed through IT infrastructure deployed at these offices.

3.3 Objective of the RFP

The IMIS is a combination of integrated infrastructure consisting of enterprise Hardware and Custom / Purpose built application software. The same is extremely important of MPCB operations, considering the additional industry facing services that are being proposed to be rolled out on the same platform. Thus availability of the IMIS is paramount. The objective of this RFP is to find a suitable agency / Service Provider having the requisite experience, resources and capabilities, to maintain and provide support services meeting certain measurable service standard enunciated in a Service Level Agreement (SLA).

Successful bidder (called as the Service Provider - SP) would be awarded the project under Contract / Work Order having a broad scope defined below.

- 1. Support at various MPC offices mentioned in the RFP, for all the IMIS components mentioned as per the SLA mentioned and
- 2. Provide preventive and break-fix maintenance services for the IMIS components mentioned
- 3. Deploy the required resources
- 4. Asset management
- 5. Documentation and record keeping

3.4 Contract Period

The Service Provider will be contracted for a period of THREE (3) years from the date of issue of LoA or signing the contract whichever is later. However, the Board can terminate the contract on account of Service Provider's poor performance.

3.5 Completeness of Response

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

3.6 **Proposal Preparation Costs**

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

3.7 Bidder's Queries

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

3.8 Amendment of RFP Document

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

3.9 Supplementary Information to the RFP

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

3.10 MPCB's right to terminate the process

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

3.11 Earnest Money Deposit (EMD)

- **a.** Bidders shall submit, EMD as defined in this RFP.
- b. Bidders are required to submit an Earnest Money deposit (EMD) online for an amount of INR 15,00,000 (Rs. Fifteen Lakh 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
- **c.** Unsuccessful Bidders' EMD will be returned within 30 days from the date of finalization of the tender. EMD of successful bidder will be returned only after submission of Performance Bank Guarantee.
- **d.** No interest will be paid by MPCB on the EMD amount and EMD will be refunded to the all Bidders (including the Successful Bidder(s)) without any accrued interest on it.

- **e.** The Bid submitted without EMD or with EMD which does not conform to RFP clauses, mentioned in this document, will be summarily rejected.
- f. The EMD may be forfeited:
- i. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
- **ii.** In case of a Successful Bidder(s), if the Bidder fails to sign the contract in accordance with the terms and conditions.
- **iii.** If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
- **iv.** If, during the bid process, any information is found false/fraudulent/mala fide, and then MPCB shall reject the bid and, if necessary, initiate action.
- v. The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

3.12 Authentication of the Bid

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

3.13 Language of Bids

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

3.14 Patent Claim

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

3.15 Submission of bids

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

a. Envelope – 1 Technical Bid

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

b. Envelope – 2 Financial Bid / Price Bid

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

The bidders are requested follow the Bid Submission process as detailed in Annexure 5 / e-tender website of Govt. of Maharashtra

3.16 Bid Submission Instructions

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

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Table: Documents Required						
Sr.N Document o. Type Document Format		Document Format	Online Submission			
Ten		D and Eligibility Details - Envelope –A				
1.	Tender Fee	Online Payment of INR 25,000/- & scanned copy of the receipt	Yes			
		to be submitted online with the proposal				
2.	EMD	Online Payment of INR 15,00,000/- & receipt/scanned copy	Yes			
		to be submitted online with the proposal				
3.	Technical Proposal	Eligibility criteria Proposal shall be prepared in accordance with the requirements specified in Section 3.22and 3.23	Yes			
	•	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP.				
Financial Bid– Envelope –B						
4.	Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP.	Yes			

c. The following points shall be kept in mind for submission of bids;

- **d.** MPCB shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.
- **e.** The bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only.
- f. The prices should be quoted in Indian Rupees only.

- **g.** The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
- h. MPCB may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- i. Financial Proposal shall not contain any technical information. Similarly, technical proposal with any financial cost related information shall be summarily rejected and the bidder shall be disqualified from the tender process.
- **j.** It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.
- **k.** Proposals sent by fax/ post/ courier shall be rejected.
- I. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are uploaded on the portal well within time and MPCB shall not entertain any representation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

3.17 Late Proposal

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

3.18 Modification and Withdrawal of Proposals

- **a.** No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by MPCB in the RFP.
- **b.** Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

3.19 Non-conforming Proposals

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

- a. If it does not comply with the requirements of this RFP.
- **b.** If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the MPCB.

3.20 Acknowledgement of Understanding of Terms

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

3.21 Bid Opening and Evaluation Process

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

3.22 Tender Evaluation Committee

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

3.23 Evaluation Process

- **a.** TEC shall review the proposal of the Bidders to determine whether the requirements as mentioned in Section 3.21of the RFP are met. Incomplete or partial Proposals are liable for disqualification.
- **b.** Bid Evaluation shall be conducted following Quality Cum Cost Based Selection (QCBS) methodology

- **c.** In the first stage, Technical Proposals shall be opened and evaluated as per the Minimum Eligibility criteria mentioned in Section 3.22 of the RFP. Bids not meeting the Minimum Eligibility Criteria will be summarily rejected.
- **d.** Bids qualifying through the Minimum Eligibility Criteria will be further evaluated for their objective evaluation based on the Criteria mentioned in section 3.23. A cut off for the Technical score will be defined. The Technical scoring for respective bidders will be worked out as elaborated in Section 3.25.
- e. In the Second stage, Financial Proposal of those Bidders who qualify in Eligibility Criteria, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address. The Financial / Price Bids, of those bidders who do not achieve the cut off / minimum Technical qualification score, will not be opened.
- f. At the end of two stages, Weighted Technical and Price bid scores (only of those bidders who qualify as per the minimum Technical Score) will be added to arrive at a Composite score of each of the bidder. The Bidder with the highest Composite score will be declared as the Successful Bidder, subject to all supporting documentation being in order.
- **g.** Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules and rules defined in this RFP.
- **h.** Please note that TEC may seek inputs from their professional, external experts in the bid evaluation process.

3.24 Minimum Eligibility Criteria

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

S. N.	Minimum Eligibility Criteria	Document to be submitted		
EC 1	The Bidder can be a Single Bidder OR a	 Certificate of Incorporation 		
	Consortium between maximum Two (2) Bidders.	 Copy of PAN Card 		
	The bidder (OR in case of consortium, at least one	Copy of GST Certificate with GST		
	of the consortium members) should be "A	Number		
	Company either a Public Ltd. OR a Pvt. Ltd.,	 Copy of Power of Attorney 		
	registered in India under the Companies Act 1956	 Consortium Agreement between 		
	or 2013 and in business of IT Infrastructure	consortium members, defining roles		
	support services since last 5 years."	and responsibilities of Lead Bidder		
		and supporting Bidder on non-judicial		
		stamp paper of appropriate value		
		Annexure 1 – Document 1 to 6 and 15		
EC2	The bidder should be profitable in last three	 Duly filled Format for Financial years 		
	financial years (FY 2018-2019, 2019-2020, 2020-	2018-2019, 2019-2020, 2020-21 to be		
	2021) as on last date of submission.	submitted on the letterhead of the		
		Chartered Accountant		
		Annexure 1 – Document 7		
EC 3	The Bidder should be Authorised Dealer / Service	Manufacturer's Authorisation Form (MAF)		
	Provider of at least 3 of the following	duly signed by Authorised signatory of		
	Manufacturers	OEM / Manufacturer		

S. N.	Minimum Eligibility Criteria	Document to be submitted		
	DELL, FORTINET, F5, VMWare, Microfocus,	Annexure 1 – Document 8		
	Sonicwall			
EC 4	The Bidder should possess an ISO 9001:2015	Copy of the valid ISO 9001:2015		
	certificate Valid as on the date of bidding	certificate		
		Annexure 1 – Document 9		
EC 5	The bidder should have an experience of having	"Work Order/Purchase Order"		
	successfully completed at least ONE (1) order for	OR		
	providing IT infrastructure support services and	"Completion Certificate from Client"		
	ERP software support having following attributes	-		
	Minimum Order Value Rs. 1 Crore per	The supporting documents shall		
	annum	mandatorily mention the value of project,		
	 Having support locations ≥ 5 	quantity and duration of the contract.		
	For the purposes of evaluation of responses to this RFP, similar work shall mean assignments in India (should have been completed within the past 3 years) which have been for central government / state government / PSU agencies.			
EC 6	The bidder shall have at least ONE (1) office in the state of Maharashtra	Self-certification signed by Bidder, on the company letter head as per format provided in Annexure 1 – Document 11		
EC 7	The bidder should not have been blacklisted/ banned / debarred by any Government (State / Central) / Semi Government / Corporation / PSU in India in last 3 years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in Annexure 1 – Document 12		
EC 8	The Bidder should have paid the Tender Fees by online mode	Copy of the Receipt Annexure 1 – Document 13		
EC 9	The bidder should have paid the Earnest Money	Copy of the EMD paid		
_	Deposit (EMD) as mentioned in the RFP	Annexure 1 – Document 14		

3.25 Technical Bid Evaluation – Scoring

Sr	Criteria	Graded Marks	Max. Marks	Testimonial to be presented		
1	Organisation's Capability	marito	55	procented		
	Financial Capability	5				
	Net-worth of the organisation as on 31st March 2021					
а	Networth <rs. 7.00="" but="" crores=""> 5.00 Crores</rs.>	2				
ŭ	Networth <rs. 10.00="" 7.00="" but="" crores="" crores<="" td="" ≥=""><td>3</td><td></td><td>Certificate from CA</td></rs.>	3		Certificate from CA		
	Networth ≥ Rs. 10.00 crores	5				
b	Organisation Certifications	15				
i	ISO 20000 certification	5				
ii	ISO 27001 certification	5		Certificates valid as		
ii	SEI CMM Level 5 Certification	5		on date of bidding		
С	Manpower Certifications**	25				
	Number of certified resources for Server Maintenance and	-		-		
i	Networking from respective OEM (Min 5)	5				
ii	Number of Certified resources for IT security (Min 2)	5		** 1 := 4 = 4 == = = = = = =		
iii	Number of Certified ITIL (foundation / service Manager) resources (Min 2)	5		** List of resources and copies of		
iv	Number of Certified Cloud Resources Azure / AWS /GCP (Min 2)	5		- certificates		
v	Number of Certified Database Support Resources from OEM (Min 2)	5				
d	Number of MAF from Manufacturer's / OEM	5				
	MAF = 4	1		Copies of MAF duly		
	MAF = 5	3		signed by Authorised		
	MAF = 6	5		signatory of OEM		
е	Number of Districts in Maharashtra where Bidder has office having min staff of 5	5		Self-attested List of		
	Districts = 2	1		offices with Address,		
	Districts < 5 but > 2	3		Telephone Number		
	Districts ≥ 5	5		and Contact Person		
3	Past Performance (All periods are for 3 years ending as on 31st March 2021)		25			
а	Completed Orders for SLA based Operation and Maintenance / Support for IT infrastructure which includes ERP support and Hardware support for a minimum period of 1 year for value >Rs. 1 crore pa Orders ≥ 3 Orders < 3 but ≥ 1	10 5		Self declared List and Copies of the orders		
	Completed Orders of Multi-locational Support for IT					
b	infrastructure where Locations in India > 10			Self declared List		
	Orders ≥ 5	15	1	and Copies of the		
	Orders < 5 but ≥ 3	10	1	orders		
	Orders <3 but > 1	5	1			
4	Presentation on execution methodology		20	Presentation by the proposed Project Manager		
	TOTAL MARKS	-	100			

3.26 Commercial Bid Evaluation

- a. The selection of successful Bidders will be done on Quality cum Cost Based Selection (QCBS) methodology. The methodology and respective weightages are mentioned in the Section 3.27 below.
- b. The Bidders complying with the Minimum Eligibility Criteria mentioned in Section 3.24 and who have paid the Tender Fees and EMD Fees as specified in the RFP, shall be considered as "substantially responsive" bids.
- **c.** The Commercial Bids will be opened on the prescribed date in the presence of bidder representatives or as decided by MPCB.
- **d.** The bidders should necessarily give the commercial details in the format given in this RFP. The commercial proposals should be given in the prescribed format only and in accordance to the details, terms and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects).
- e. In case the selected bidder does not quote for or provision for cost/expenses required to meet the requirements of the RFP, the selected bidder shall be solely responsible for those and shall provide them, without any additional cost to MPCB.
- f. The bidder is expected to price all the items and services sought in the RFP and proposed in the Technical Proposal. In case a Bidder fails to mention the cost of a line item, the bidder will be disqualified from further evaluation. The Bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of its work and must cover the entire Contract Period.
- **g.** The Commercial Bids of non-qualified Bidders shall be rejected and EMD shall be refunded only after work order is awarded against this tender to the Successful Bidder.
- **h.** In the event that any successful bidder withdraws or is not ready for engagement for any reason, MPCB may invite the Bidder with the Bidder having the second best composite score.
- i. MPCB may extend the validity of this contract based on the mutual consent with the successful Consultant.
- **j.** The detailed roles and responsibilities of Selected Agency are mentioned in Scope of work.
- **k.** The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- I. MPCB does not guarantee that all line items from Commercial Format shall be utilized by MPCB. The actual line items used may be more or less. The payment shall be made for only those line items which are used based on unit cost quoted for the particular item on actual work is undertaken. MPCB can vary the quantity by ±25% during the tenure of the contract and the successful bidder will have to undertake the deliverables at the rates mentioned in the bid.
- m. The Bidder needs to account for all expenses in the Financial Bid including transport, insurance, consumables, etc. along without of Pocket expenses due to Boarding, Travelling, Lodging and other related items. MPCB shall not be liable to pay any additional cost apart from that mentioned in the Commercial Bid Format filled by the bidder and as specified in the RFP.

- n. MPCB may seek clarifications from the bidder on the Technical Proposal. Any of the clarifications by the bidder on the Technical Proposal should not have any commercial implications. The Commercial Proposal submitted by the bidder should be inclusive of all the items in the Technical Proposal and should incorporate all the clarifications provided by the bidder on the Technical Proposal during the Technical Evaluation.
- **o.** The bidder shall fill rates for all the line items. If rate for any item is not provided by the bidder or provided in format other than defined in this RFP, then MPCB reserves the right to reject the bid.
- **p.** The rates specified by the Bidder in this RFP for all line items shall be valid for entire duration of contract.
- **q.** The Commercial Proposal shall not contain any technical information.

3.27 Quality cum Cost Based Selection Methodology

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

1. Technical Bid Evaluation

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

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

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

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

2. Financial Bid Evaluation

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

The evaluation will carried out if Price bids are complete and computationally correct. The Basic prices (i.e. ONLY the prices without GST will be considered while computing Price Bid scores)

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

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

3. Computation of Composite score

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

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

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

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

4. Award Criteria

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

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

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

3.28 RFP Selection Process

- **a.** MPCB through this Request for Proposal (RFP) intends to get quote only from reputed technically qualified bidders.
- All the bidders will be assessed against the Eligibility criteria mentioned in Section 3.24
- **c.** The financial offer of the bidders fulfilling the Eligibility criteria shall be opened for further evaluation. Bidders are also requested to submit their financial quotation in the format provided in the RFP.
- **d.** In case of discrepancies between rates quoted in amounts and in words by the bidder, the lower of the two will prevail and will be used to determine the Successful Bidders as per criteria provided in the RFP.

- e. If any information provided by the Bidder is found to be inaccurate at any stage of the RFP process, MPCB may, at its discretion, reject the offer and no correspondence will be entertained in this regard. Submission of wrong and / or false information may also disqualify the Bidder from any future work from MPCB.
- f. MPCB reserves the right to negotiate with the Successful Bidders as per CVC guidelines or any equivalent norms. If the negotiation becomes unsuccessful then MPCB may negotiate with the next qualified bidder.

3.29 Bid Validity

- **a.** The offer/proposals submitted by the Bidders shall be valid for minimum period of 120 days after the last date of bid submission prescribed by the department.
- **b.** In exceptional circumstances, prior to the expiration of the bid validity period, the department may request bidders to extend the period of validity of their bids.
- **c.** The request and the responses shall be made in writing. In event of such extension, department shall request Bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.
- **d.** In event of such extension, Bidders shall submit new Bank Guarantee submitted as EMD to cover the extended period of validity of their bids.
- **e.** A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid.
- **f.** If the date up to which the bid is to remain valid happens to be a holiday for the department, the bid shall automatically remain valid up to the next working day.

3.30 Price and Information

- **a.** The bidder shall quote for this project as per the requirements of the RFP and in the format mentioned in Section 6.2.
- **b.** All the prices will be in Indian Rupees.
- **c.** The bidder should quote the fee considering all costs including the costs for insurance for the Contract Period, travel / stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the Contract. The bidders should study the Scope of Work as per Section 4, to have understanding of all the associated costs of the project.
- **d.** The bidder should indicate the GST currently applicable and the same will be reimbursed at actuals as applicable from time to time.
- e. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- **f.** All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

3.31 Payment Terms

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

- a. Within 15 days of MPCB issuing the Lol / LoA / Work Order, the Successful Bidder, 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 / Scheduled Bank acceptable to MPCB and shall be valid for 38 months from the date of issuance of LoA.
- **b.** MPCB will release the payment to the Service Provider in 12 equal instalments on quarterly basis in advance. Applicable GST will be paid extra as applicable.
- **c.** All the payments at each stage will be made after deducting penalties for the previous quarter, if any. The penalties are defined as a part of the SLA in this RFP document.
- **d.** All payments will be made vide a crossed cheque payable in Mumbai, within 30 days of submission of invoice, after deducting applicable TDS, if any.

3.32 Intellectual Property Rights (IPR)

All rights, title and interest of MPCB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of MPCB and the service provider shall not be entitled to use the same without the express prior written consent of MPCB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the service provider or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the service provider. Any development and or enhancements to the application software or reporting tools which may be developed as a part of contract, will remain to be property of MPCB and the Service Provider will have no rights whatsoever on the same in terms of royalties or any other fees up on termination of this contract. The Service Provider shall handover all the source code, tools, flow-charts and any other material developed during the contract to MPCB up on termination of the contract. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of the Work Order.

3.33 Indemnification

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

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

3.34 Signature

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

3.35 Conditions under which RFP is issued

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

3.36 Right to the content of proposal

- **a.** All proposals and accompanying documentation of the Technical Proposal will become the property of MPCB and will not be returned after opening of the Technical Proposals.
- **b.** MPCB is not restricted in its rights, to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders.
- **c.** MPCB shall not be bound by any language in the proposal indicating the confidentiality of the proposal, or any other restriction on its use or disclosure.

3.37 Non-Conforming Proposal

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

a. It does not comply with the requirements of this RFP.

b. It does not follow the format requested in this RFP or does not appear to address the requirements as specified by the directorate.

3.38 Correction of errors

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

3.39 Corrections of Arithmetic Errors

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

3.40 Disqualification

The Bid from the bidders is liable to be disqualified in the following cases:

- **a.** Bid not submitted in accordance with the bid document.
- **b.** Technical Proposal contains details related to cost.
- c. The bidder qualifies the bid with its own conditions.
- **d.** During validity of the Bid, or its extended period, if any, the bidder increases his quoted prices.
- e. Bid is received in incomplete form and / or received after due date and time.
- f. Bid is not accompanied by all requisite supporting documents.
- **g.** Information submitted in technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- **h.** Non fulfilment of any condition / term by bidder.

3.41 Acknowledgement of understanding

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

3.42 Site visit by Bidder

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

3.43 Award Criteria

Post the evaluation process indicated in Section above, MPCB will award the Contract to the Selected Agency as defined in this RFP Section 3.24(4).

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

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

3.45 Letter of Intent / Letter of Award

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

3.46 Signing of Contract

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

3.47 Term of Contract Agreement

- **a.** The term of this Contract shall be a period of the period of 3 years from the date of issue of LoA, extension will be subjected to the mutual consent of both the parties and on the basis of the performance of the bidder.
- **b.** In case MPCB is not satisfied with the performance of the selected agency, MPCB reserves the right to terminate the contract with such agency.

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

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

3.49 Non-Disclosure Agreement (NDA)

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

3.50 Performance Bank Guarantee (PBG)

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

- **c.** The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidder on payment of Performance Bank Guarantee in the form of a Bank Guarantee.
- d. The selected bidder shall deposit the Performance Security as follows:
- e. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised Bank / Scheduled Bank, of 10% of Contract value and validity of 38 months, as defined this tender document.
- **f.** The Performance Bank Guarantee should be furnished within 15 Working Days from the date of issue of Letter of Intent / Award.
- **g.** The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- **h.** MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
- i. Any amount imposed as a fine by MPCB for irregularities Committed by the bidder.
- **j.** Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
- **k.** Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- I. Any other outstanding amount.
- m. Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.

3.51 Right to vary the scope of work at the time of award of contract

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

3.52 Governing Laws

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

Section II: Scope of Work

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4. Scope of Work

This section of the RFP document will give the prospective bidders an overview of the Scope of Work to be performed by the Successful Bidder / Service Provider. The term Service Provider will be used for the Successful Bidder, once the contract is signed with MPCB.

The section is further organized in the following sub-sections as follows

- Current IMIS overview: A brief description of the current IMIS infrastructure deployed at various locations of MPCB. Refer Section 4.1
- List of Equipment to be supported: A comprehensive list of equipment with their distribution across MPCB locations and the type of support required. Refer Section 4.2
- List of Locations: A list of locations where the IMIS o&M support needs to be provided during the contract period. Refer Section 4.3
- Scope of Services and Minimum Resource Requirement: Detailed list of the activities of the Service Provider during the contract period along with responsibilities of MPCB. Expected and minimum resource deployment to meet the SLA defined. Refer Section 4.4
- Service Level Agreement (SLA): The SLA will give the expected Service Levels and uptime requirements of MPCB. Penalties for breach of SLA are also defined. Refer Section 4.5
- Contract period: Tenure of the contract is defined. Refer Section 4.6

4.1 Overview of the current IMIS infrastructure



High Level HO Infrastructure Architecture:

Figure 1: Head office Distribution Architecture.

Head office network architecture is connected using three-layer approach

Gateway Firewall

- **a.** Firewall sits at the core of the network and acts as a Gateway for WAN, SD-WAN and LAN.
- **b.** The Firewall is configured in High Availability (HA) mode.
- **c.** All the Access policies are handled by the firewall for SD-WAN, Distribution and Core Switches.

Core Switches

Core switches handle total traffic between firewall and Datacentre components.

Distribution Switches

Distribution switches are connected to Workstations and other end points (Ex: Printers, Scanners and Smart Devices)

Local Area Network (LAN)

LAN is established at each of MPCB location using CAT6 cabling components.



High Level Server-Storage-Virtualisation-Backup Infrastructure Architecture:

Figure 2: MPCB VMware Architecture

MPCB has two different Virtual Architecture implemented.

- **d.** Converged Infrastructure. (CI): The converged architecture (CI) is implemented over 7 (Seven) High-end Server nodes. Which can cater to multiple VM's. A SAN storage connected using Dual SAN Switches in HA service storage requirements for the CI.
- e. Hyper Converged Infrastructure. (HCI): The HCI provides a state of art SDDC (Software driven Datacentre) environment to MPCB. The infrastructure is supported by 4 (four) High performance physical servers with storage as a service using VMware VSAN.

Backup and Archival:

MPCB has a well-defined backup and archival policy which are governed by calendar-based schedules to perform automatic, unattended backups. A tape library is deployed for taking incremental / full back up as per scheduled policies. There is also a provision for storing the tapes off-site.



High Level Security Architecture:

Figure 3: MPCB IT Security Information

MPCB has an elaborate Security Infrastructure. Various components of this infrastructure are depicted in the schematic above and explained in brief below.

Firewall:

Internet Gateway and Security:

Internet gateway is provided through appliance based Integrated IT Security Solution comprising of **Firewalls in HA, Secured Email Gateway, and Sandbox**. Users at all locations access the internet through secured gateway located at each site in a policy-backed framework.

The firewall delivers next generation capabilities. Protects against cyber threats with high performance powered security processor, efficacy, and deep visibility.

Sandboxing:

Every data received over emails are scanned for threats / vulnerabilities by the sandboxing appliance deployed at the MPCB DC.

Sandbox offers a powerful combination of advanced detection, automated mitigation, actionable insight, and flexible deployment to stop targeted attacks and subsequent data loss. It's also a key component of Advanced Threat Protection solution.

Advance Threat Protection (ATP)

ATP is a cloud-based, multi-engine sandbox that revolutionizes advanced threat detection. Real-Time Deep Memory Inspection™ (RTDMI) blocks zero-day and unknown threats at the gateway
- even those that hide via encryption or don't exhibit malicious behaviour are tested and notified in case threat is detected.

Web Application Firewall: (WAF)

MPCB application connectivity is handled by the Gateway firewalls which are configured in HA (High Availability). There are multiple Internet links (Broadband and Lease lines) which service multiple applications hosted by MPCB for various industries.

WAF protects web applications by targeting Hypertext Transfer Protocol (HTTP) traffic. A WAF sits between external users and web applications to analyse all HTTP communication.

WAFserves as the intermediate access and security controller for Applications. Every application access request is scanned by the WAF before it reaches the application servers.

WAF even works as reverse proxy to optimize bandwidth and increase application performance. **Enterprise Antivirus: (EAV)**

EAV is deployed at MPCB to Prevent, Scan, Detect, and Delete Malwares, Trojan's, Viruses and Threats from MPCB Computers and Servers.

The EAV deployed at MPCB looks at data — web pages, files, software, applications — traveling over the network to any devices. It searches for known threats and monitors the behaviour of all programs, flagging suspicious behaviour if any.

Email Gateway Antivirus:

MPCB has deployed a top-rated secure email gateway that stops volume-based and targeted cyber threats, to help secure the dynamic enterprise attack surface. This prevents the loss of sensitive data and helps maintain compliance with regulations. Powerful antispam and antimalware, are complemented by advanced techniques like outbreak protection, content disarm, reconstruction, sandbox analysis, impersonation detection and other smart technologies to stop unwanted bulk email, ransomware, which compromise business network through emails. **Security Information and Event Management (SIEM)**

Logs of MPCB IT components over the network are analysed by SIEM, which is deployed at the Datacentre. SIEM provides pattern based Artificial intelligence to detect threats and provide notifications before occurrence of an actual event.

High level WAN Architecture:



Figure 4: MPCB SDWAN Architecture

A Software-defined Wide Area Network (SD-WAN) is a virtual WAN architecture which leverage multiple types of WAN links such as MPLS, broadband and 3G/4G LTE to connect central location.

By implementing SD-WAN, MPCB has automated the traffic flow & prioritization of applications sent over the WAN links. This has also managed the failover of WAN links improving user experience in accessing central resources or applications and internet. SD-WAN offers MPCB a Full Mesh performance optimized network.

High Level DC DR Connectivity schematic:



Figure 5: MPCB DR / Business Continuity

DR / Business Continuity:

MPCB has DR environment hosted with one of the Cloud / Datacentre service providers in India. All critical applications are hosted to serve in case the primary DC fails. The DR is a "warm" site and has facility for automated replication and reverse replication through adequate DR tools.

Application Software Overview:

The schematic below gives an high level overview of the Application Software and other support systems deployed at MPCB



Figure 6: Overview of various modules in IMIS

MPCB E-Portal

- Online Registration Provides a platform to industries to register themselves online and verify their registration through mobile verification and document verification thereby eliminating the need of physical verification.
- E-Application Online applications for all services like consent, authorizations. This
 reduces the need of manual submission of applications subsequently reducing the use of
 paper.
- Document Upload & E-payment gateway- A section that has the provision to upload all corresponding documents & Provides platform for making payment online thus reducing the hassle of DD payment.
- Track and Download Application -Enables applicant to track application at every stage and get notified via email & SMS on all updates. Download the e-certificate from the system, once approved.
- View & Download -View & Download the Inspection reports generated for a particular application
- Legal Directions -Track Legal Actions generated against industry and provision to submit compliance against the same
- **Tickets** Provision to raise query to officers/helpline regarding any issue(s)

Integrated Management Information System (IMIS)

- Consent & Authorization Management System -On submission of consent/authorization application by project proponent department officers can view the details of the same from this portal along with documents, payment details.
- **7-day scrutiny & JVS section** -Department officer can send system-generated scrutiny letters for compliance which the project proponent can view and submit compliance reply accordingly. JVS Air & Effluent details are submitted from this section
- **Task Flow** This section is for 'processing of application' through a defined and automated workflow to ultimately generate auto-consent.
- Additional Payment –In case if an additional payment is needed by a department, a request can be generated from this section
- **Generate Agenda** Online generation of agenda, index, and minutes of meeting for placing the application in front of the committee
- File Tracking System A file tracking system is available to track every file at the time of in warding and out warding and also to monitor the movement of the same. A unique tracking number gets generated for each file
- Legal Actions All legal actions be it from a warning letter to Closure directions are issued through this online system. Additionally, task flow is provided for internal processing and issuing of legal notices. Project proponent can view the legal directions issued w.r.t. their unit and submit compliance w.r.t. that
- Visit Scheduler -Randomized inspections are allocated from Central Inspection System to field officers/sub-regional officers/Regional officers based on the inspection framework and provision is made for the officers to upload the respective digitalized inspection report.
- Industry Directory A single folder module that helps in viewing all the details, such as

 consent / authorization / annual reports / environment statement applied along with the
 status for a particular industry. Also, industry-wise visits & legal actions issued are
 available in this section
- Accounts Section This section is provided to accounts for approval of payment done by the project proponent through NEFT/RTGS. Sub-modules like payment reconciliation are also available
- **Complaints Module** This module helps in lodging and tracking complaint(s) received in MPCB by assigning them to concerned officers for redressal.
- **Bank Guarantee** -Submission of details of bank guarantee by the project proponent and verification of same by regional Pollution Control Board office is carried out using this module

Central Inspection System

• This modules integrates various wings of Labor Department and MPCBfor carrying out inspection of business and compliance thereof.

Municipal Solid Waste Portal

- This portal is developed for Municipal Councils, corporations & Nagar Panchayetsfor them to submit solid waste generation and disposal details on a daily basis & monthly basis. Customised comparative reports also can be generated.
- Once Local Body submits the details, the portal would generate comparative reports on various aspects for Board officials; This will ease the process for them to take suitable steps to reduce the solid waste generation.

Helpdesk Portal

- This portal is for internal support team who can view the details of any type of applications and provide telephonic and written support to proponents or department officers.
- Ticketing system has been made available for industries as well as department users.

Environment Clearance Portal

- The portal enables project proponent to apply for environment clearance applications along with online payment.
- The portal provides User roles for SEAC committees & Authorities to incorporate cases in agenda based on per-defined priority.
- Other capabilities of the portal include Online Creation of Agenda & Minutes, Online EC certificate generation, Tracking system and multi-level Dashboard.
- The portal is integrated with Email & SMS servers for automated notifications.

Wetlands of Maharashtra

• This application is developed to detect all the wetlands in State of Maharashtra. The application provides facility to pinpoint all the wetlands on Google Maps and allows a role based dashboard for submission and classifications.

Municipal Sewage Waste Portal

• This portal is available for Municipal Councils, corporations & Nagar Panchayats to submit sewage waste generation & disposal details on a regular basis. The portal can generate comparative reports on various aspects.

Compliance Portal

 Compliance Portal for Industries is deployed which allows industries to submit logbook for all pollution control system on daily basis and enables the department to monitor industry wise logbook submission. It also helps keep track of pollution parameters of all the highly polluting industries at a single place.

MPCB Website

- Fully functional Website is developed keeping all security points & Disability Rights for the Board.
- Content Management System feature is provided to the department to manage the website content thereby eliminating any dependency.

Mobile Application - Visits

 A mobile application is developed for field officers/regional officers for on-field / on-site inspection and filing of the report. Facility of geo tagging is also made available to have authenticity of the reports.

4.2 Equipment Distribution

The following table gives the hardware, software and connectivity infrastructure that needs to be supported along with their current distribution. The type of support services i.e. comprehensive on-site or third party support is also mentioned.

			LOCAT QU				Type of Support	
Category	Make	Model	но	C- La b	RO +R- Lab	SR O	Ot her	COS / TP**
Network Switches								
	Dell	Dell S4048-ON	4	2	0			TP till July 2022; COS after
	Dell	Dell N1548	8	0	6			TP till July 2022; COS after
	Dell	Dell N1524	3	6	9		0	TP till July 2022; COS after
	Cisco	Cisco	1	0	0			ТР
	Digilink Layer 3	Digilink Layer 3	0	0	0	17		ТР
Servers								
Servers								TP till Sep 2023;
Server-1 (Use)	Dell	PowerEdge M630	7	0	0	0		COS after
Server-2 (Use)	Dell	PowerEdge R740 XD Server	4	0	0	0		TP till April 2024; COS after
Server-3 (Use)	Dell	PowerEdge R220	1	0	0	0	0	COS
Server-4 (Use)	Dell	Power Edge R630	1	0	0	0		COS
Server-5 (Use)	Dell	Power Edge R520	1	0	0	0		COS
Server-6 (Use)	IBM	IBM X3650 M3	5	0	0	0		COS
Server-7 (Use)	HP	Proliant DL120 G7	1	0	0	0		COS
LAN Nodes	Dlink	Dlink	408	240	47 8	21 2	0	ТР
SD - WAN / WAN details	Fortinet	Fortinet 400E	2	0	0	0		TP
	Fortinet	60F	0	1	11	0	0	TP
	Fortinet	40F	0	0	0	17		TP
Internet Security								
	Sonicwal I	NSA5650	2	0	0	0		ТР
Hardware Components	Sonicwal I	Security Application Csa 1000	1	0	0	0	0	ТР
	F5	BIG-IP i2600	2	0	0	0		ТР
	Fortinet	FortiMail 400E	1	0	0	0		ТР
				0	0	0		ТР

	Fortinet	Sandbox	1	0	0	0		ТР
	Mcafee	EPO (Version 5.10.0)	1	0	0	0		ТР
Software compoenents	ArcSight	ArcSight SIEM Solution	1	0	0	0		ТР
	Mcafee	McAfee Endpoint Security			627			ТР
Storage (SAN / NAS)	Dell	Dell Storage SC4020	1	0	0	0	0	TP till Sep 2023; COS after
Backup with Software								
	Veritas	Netbackup Appliance	1	0	0	0	0	ТР
	Veritas	DLO Version 9.6	1	0	0	0	0	ТР
	Veritas	Netbackup Version 9.1	1	0	0	0	0	ТР
Packaged Software License		vCenter Server 7						TP till Apr 2022;
VM details	VMware	Std	1	0	0	0	0	COS after
	VMware	vCenter Server 7 Std	1	0	0	0	0	TP till Apr 2024; COS after
MS Exchange	Microsof t	ExchnageSer 2016 Std	1	0	0	0	0	COS
Operating System (Server)	Microsof							
	t	Win Server 2003	2	0	0	0	0	COS
	Microsof t	Win Server 2008 R2 STD (64-bit)	6	0	0	0	0	COS
	Microsof t	Win Server 2008 R2 ENT (64-bit)	6	0	0	0	0	COS
	Microsof t	Win Server 2012 R2 STD (64-bit)	6	0	0	0	0	COS
	Microsof t	Win Server 2016 STD (64-bit)	12 Core	0	0	0	0	COS
	Linux	CentOS 7 Minimal (64-bit)	NA	0	0	0	0	COS
	Linux	SUSE Linux Enterprise 11 (64- bit)	NA	0	0	0	0	COS
	Linux	Ububtu 16.04	NA	0	0	0	0	COS
Other Custom App details								
IMIS and related modules								COS
LIMS Web Portal Thermal/Power Stations								COS
System								COS

Paper Waste Management System						COS
Document Management System						ТР
ISO Document Management System						ТР
Payroll Management System						TP
Intelligent Decision Support System						ТР
Database - SQL		MS SQL Server 2012	1	0		cos
Database - SQL		MS SQL Server	1	0		cos
Database - Oracle		Oracle 10g	1	0		COS
IMIS users					700	
DR SITE INFRA						
Servers						
ECMPCB App Server		CentOS 7 Minimal (64-bit)	VM			cos
ECMPCB DB Server		MS Win Serv 2012 R2 STD (64-bit)	VM			COS
Active Directory Domain Server Controller Server		MS Win Server 2012 R2 STD (64- bit)	VM			COS
Exchnage Server 2016		MS Win Server 2012 R2 STD (64- bit)	VM			ТР
DMS Server		MS Win Server 2008 R2 ENT (64- bit)	VM			ТР
Management Software		Perpetuitty				TP
Security		Fortinet				ТР
CONNECTIVITY / LEASED LINES						
Internet LL Primary	Airtel	60 Mbps				ТР
Internet LL Secondary	Airtel	30 Mbps				ТР
Replication with DR (MPLS/ p2P)	Airtel	4 Mbps/10 Mbps				ТР
SD WAN Broadband Connectivity by Synoptics		30 Broadband Conn				ТР

** COS :Comprehensive, On-site: Includes spares but excludes consumables such as batteries, etc

TP :Third Party support. O&M vendor responsibility in case of hardware failure is limited to logging the call with original supplier and follow up till closure. Troubleshooting and configuration / reconfiguration will be responsibility of O&M vendor

4.3 Delivery Locations

The following table gives the list of locations of various MPCB offices where the Operation and Maintenance (O&M) have to be rendered by the Service Provider. Pls note that the list of locations maybe updated by MPCB from time to time and the Service Provider will be required to deliver services at those locations at no extra costs.

Sr	Office	Address					
1	Head Office	KalpataruPoint, 3rd floor, Opp. Cine Planet Cinema, Sion Circle,Sion (E), Mumbai – 400 022					
2	Regional Office Amravati	Maharashtra Pollution Control Board "SahkarSurbhi" Bapatwadi, Near Vivekanand Colony, Amravati- 444606					
i	S.R.O. Amravati I	"SahkarSurbhi" Bapatwadi, Near Vivekanand Colony, Amravati- 444606					
ii	S.R.O. Amravati II	"SahkarSurbhi" Bapatwadi, Near Vivekanand Colony, Amravati- 444606					
iii	S.R.O. Akola	Near,					
		Shashtri Nagar, Akola-444005					
3	Regional Office Aurangabad	ParyavaranBhavan, A - 4/1, MIDC Area , Chikalthana, Near Seth NandlalDhoot Hospital, JalnaRoad, Aurangabad- 431210					
i	Aurangabad I	ParyavaranBhavan, A - 4/1, MIDC Area, Chikalthana, Near Seth NandlalDhoot Hospital, Jalna Road, Aurangabad - 431 210					
ii	Aurangabad II	ParyavaranBhavan, A - 4/1, MIDC Area, Chikalthana, Near Seth NandlalDhoot Hospital, Jalna Road, Aurangabad - 431 210					
iii	Latur	Dev Towers, Opposite Tahsil Office, Latur - 413512					
iv	Nanded	Lahoti Complex, 2nd Floor, Near Shivaji Statue, Vajirabad, Nanded – 431601					
v	Parbhani	Devkripa Building, RangnathMaharaj Nagar, Nandkheda Road, Parbhani – 431401					
4	Regional Office Kalyan	Maharashtra Pollution Control Board, SidhivinayakSankul, 3rd and 4th Floor, Station Road, Kalyan (West)					
i	S.R.O. Kalyan I	Maharashtra Pollution Control Board, SidhivinayakSankul, 3rd and 4th Floor, Station Road, Kalyan (West					
ii	S.R.O. Kalyan II	Maharashtra Pollution Control Board, SidhivinayakSankul, 3rd and 4th Floor, Station Road, Kalyan (West					
iii	S.R.O. Kalyan III	Maharashtra Pollution Control Board, SidhivinayakSankul, 3rd and 4th Floor, Station Road, Kalyan (West					
5	Regional Office Kolhapur	Maharashtra Pollution Control Board, UdyogBhavan Building, Near Collectarate Office, Kolhapur - 416 002					
i	S.R.O. Kolhapur	UdyogBhavan Building, Near Collectarate Office, Kolhapur - 416 002					
ii	S.R.O. Sangli	300/2 , UdyogBhavan , Near Government, Rest House , Vishrambaug , Sangli - 416 416					
iii	S.R.O. Ratnagiri	Revenue Department Employees Co-Op Credit Society Ltd., Office Building, Collectors Office Compound, Zandgaon, Ratnagiri 415639					
iv	S.R.O. Chiplun	ParkarComplex , 1st floor, Behind Nagar Parishad Office, ChiplunTaluka. ChiplunDist .Ratnagiri					
Sr No	Regional Office	Address					

LIST OF LOCATIONS OF MPCB OFFICES WITH RESPECTIVE ADDRESSES

6	Regional Office Mumbai	Shri ChatrapatiShivajiMaharaj Municipal Market Building, 4th floor, Mata RamabaiAmbedkar Road, Mumbai 400 001				
7	Regional Office Nagpur	UdyogBhavan , 6th floor , Near Sales Tax Office, Civil Line , Nagpur - 440 001				
i	S.R.O. Nagpur I	UdyogBhavan, 6th floor, Near Sales Tax Office, Civil Line, Nagpur - 440 001				
ii	S.R.O. Nagpur II	UdyogBhavan, 6th floor, Near Sales Tax Office, Civil Line, Nagpur - 440 001				
iii	S.R.O. Bhandara	Petkar Building, SantTukdoji Ward, Behind LIC Building, Bhnadara, Nagpur - 440 001				
8	Regional Office Nashik	UdyogBhavan, First Floor, Trimbak Road, Near ITI, Satpur, Nashik - 422007				
i	S.R.O.Nashik	UdyogBhavan, First Floor, Trimbak Road, Near ITI, Satpur, Nashik – 422007				
ii	S.R.O. Jalgaon I	Late Shri Bhikamchand Jain Municipal Market Building , Hall No. A , 3rd floor, Jalgaon - 425 001				
iii	S.R.O. Jalgaon II	Late Shri Bhikamchand Jain Municipal Market Building , Hall No. A , 3rd floor, Jalgaon - 425 001				
iv	Ahmednagar	Hall No. 2 & 3, SavitribaiPhule, Vyaparsankul, Near T.V. centre, Savedi, Ahmednagar -441 003				
9	Regional Office Navi Mumbai	Maharashtra Pollution Control Board, RaigadBhavan, 7th floor, Sector - 11, C.B.D Belapur, Navi Mumbai				
i	S.R.O. Navi Mumbai - I	RaigadBavan, 7th floor Sector - 11, C.B.D Belapur, Navi Mumbai				
ii	S.R.O. Navi Mumbai - II	RaigadBavan, 7th floor Sector - 11, C.B.D Belapur, Navi Mumbai				
iii	S.R.O. Taloja	RaigadBavan, 7th floor Sector - 11, C.B.D Belapur, Navi Mumbai				
10	Regional Office Pune	Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003.				
i	S.R.O.Pune I	Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003.				
ii	S.R.O.Pune II	Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003.				
iii	S.R.O.Pimpri- Chichwad	Jog Center, 3rd floor, Mumbai Pune Road, Wakdewadi, Pune - 411003.				
iv	S.R.O.Satara	Manjunath Major Commercial Building, 531, Sadar Bazar, Opp. Science College, DistSatara - 415002.				
v	S.R.O. Solapur	4/B, Bali Block, Civil Lines, Oppsite Government Milk Scheme, Saat Rasta, Solapur – 413003				
Sr No	Regional Office	Address				
11	Regional Office Raigad	Maharashtra Pollution Control Board, RaigadBhavan, 6th floor, Sector - 11, C.B.D Belapur, Navi Mumbai				
i	S.R.O. Raigad I	Maharashtra Pollution Control Board, RaigadBhavan, 6th floor, Sector - 11, C.B.D Belapur, NaviMumba				
ii	S.R.O. Raigad II	Maharashtra Pollution Control Board, RaigadBhavan, 6th floor, Sector - 11, C.B.D Belapur, NaviMumba				

iii	S.R.O. Mahad	SamaikSuvidha Kendra Building, MIDC - Mahad, District Raigad - 402 309
12	Regional Office Thane	Maharashtra Pollution Control Board, Plot No P-30, 5th floor Office Complex Building MulundChecknaka, Thane.
i	SRO Thane I	Plot No. P-30, 5th floor, Office Complex Building MulundChecknaka, Thane
ii	SRO Thane II	Plot No. P - 30, 5th floor, Office Complex MulundChecknaka, Thane
iii	SRO Tarapur I	MIDC Office Building, Boisar Station, Post Taps, Tarapur, Dist. Thane
iv	SRO Tarapur II	MIDC Office Building Boisar Station, Post Taps, Tarapur, Dist Thane
13	Regional Officer Chandrapur	Mahaveer Tower, 2nd floor, Mul Road, Chandrapur, 442 401
i	SRO Chandrapur	Mahaveer Tower, 2nd floor, Mul Road, Chandrapur, 442 401
14	Central Laboratory, Navi Mumbai.	Central Laboratory, Maharashtra Pollution Control Board, "NirmalBhavan", P-3, MIDC Industrial Area, Mahape, Navi Mumbai- 400 701.
15	Regional Laboratory, Pune.	Regional Laboratory, Maharashtra Pollution Control Board, Jog Centre, 3rd Floor,Mumbai Pune Road, Wakdewadi, Pune- 411003.
16	Regional Laboratory, Nagpur	Regional Laboratory, Maharashtra Pollution Control Board, UdyogBhavan, Civil Lines, Nagpur.
17	Regional Laboratory, Aurangabad.	Regional Laboratory, Maharashtra Pollution Control Board, A-4/1, ParyavaranBhavan, Behind Dhoot Hospital, Chikalthana MIDC Aurangabad.
18	Regional Laboratory, Thane.	Regional Laboratory, Maharashtra Pollution Control Board,Office Complex Building, 5th Floor, Wagle Industrial Estate, Thane
19	Regional Laboratory,Chiplun.	Regional Laboratory, Maharashtra Pollution Control Board, Parkar Complex, 1st Floor, Behind Nagar Parishad, Chiplun, Dist. Ratnagiri.
20	Regional Laboratory, Nashik.	Regional Laboratory, Maharashtra Pollution Control Board,UdyogBhavan, Satpur MIDC, Near ITI, Nashik- 422 107.
21	Regional Laboratory, Chandrapur	Block No. 13/14, Ground floor, New Administrative Building, Mul Road, Chandrapur -422401

4.4 Scope of Services and Minimum Resource requirement

a. EQUIPMENT/PRODUCTS TO BE SUPPORTED

The SERVICE PROVIDER will give the Operation and Maintenance (O & M) Services to MPCB for IMIS. The IMIS and its components have been elaborated in the sections above and broadly includes -

- a) Purpose built, customized e-governance application hosted centrally at HO and being accessed by users across all MPCB locations in Maharashtra
- b) Laboratory Information Management System (LIMS) at the laboratories
- c) Data Centre facility at HO consisting of Servers with OS and Virtualisation, Network switches, Back up and Storage infrastructure.
- d) IT Security infrastructure
- e) Server infrastructure (along with OS and Virtualisation) at RO
- f) LAN infrastructure at HO and all offices
- g) WAN connectivity to all offices (Includes SD WAN, Internet Leased Lines, P2P Leased Lines, VPN and Broadband links, etc)
- h) IT Security infrastructure along with IT security policy for compliance to ISO 27001
- i) SAN based Storage, Backup infrastructure including Autoloader and automated backup software for policy based backup
- j) Un-interrupted Power Supply (UPS) at various locations
- k) DR Related services, such as DR Drill, failover and rollback between DC and DR, manage operations in case of DR

The duration of Operation and Maintenance Services have to be provided by the Service Provider for a period of 36 calendar months, unless terminated or extended by MPCB. The support services will be provided under ITIL framework and will be strictly governed by the SLA.

b. STATEMENT OF WORK

The broad responsibilities of the Service Provider (SP) and MPCB are listed hereunder.

SERVICE PROVIDER's Responsibilities

a) Understanding the IMIS: The successful bidder would be required to take a comprehensive handover from the incumbent Service Provider. It will be responsibility of the successful bidder to take complete knowledge transfer about the status of the IMIS within first 15 days from the start of the contract. The same will include but not be limited to study of the source code and functioning of the IMIS, inventorying the equipment to be covered under Operation and Maintenance and pointing out the discrepancies from the lists given in the RFP / Contract to MPCB.

- b) Application Software support: Give operational support for the operational software. Help MPCB staff for resolving operational difficulties encountered while using the software.
- c) The type of maintenance will be Comprehensive (inclusive of spares, wherever necessary) On-site and Third Party support as mentioned against the respective IMIS component in Section 4.2
- d) Break-Fix Support Services
 - i) The services include repair / replacement of parts or entire equipment, in case if not repairable, with same or better configuration and technical specifications. The repair /replacement of spares will be applicable only in cases where the equipment is under comprehensive on-site maintenance contract. In all the other cases the SP will be required to diagnose the fault and forward the incidence to the OEM / respective contractor for further action. The SP will then ensure that the incidence is resolved by the concerned vendor in a defined time frame.
 - ii) Diagnosis and resolution of all hardware / software / middleware issues
 - iii) On-site resolution in case remote management is not able to provide solution.
- e) Preventive Maintenance Services
 - i) Quarterly Preventive Maintenance (PM) for all the equipment covered under the scope
 - ii) Coordinate and ensure PM by vendor for third party equipments under warranty or as per respective contracts signed by MPCB with these third party vendors.
- f) Help Desk Services
 - i) Help Desk Services based on ITIL frame work and adopting industry's best practices including Service Incidence management, Problem Management, Change Management, Inventory Management and Service Level management.
 - ii) Registering Service Incidences, response and resolution times along with sign-off (manual or electronic) from end-users.
- g) Spares Management
 - Assess requirement of spares required to meet the SLA compliance and stock the same on-site and off-site, with information to MPCB. Quarterly health check of all the spares, stocked on-site.
- h) Review and Update, if needed, the following policies, once every six months in consultation with MPCB
 - i) IT Governance Policy Management to ensure compliance to MPCB's ISO 27001 certification status
 - ii) Backup and recovery
 - iii) IP addressing
 - iv) IT Security and access control
 - v) User Profiles
- i) Reporting and Documentation
 - i) The SERVICE PROVIDER will generate periodic reports, which MPCB will check to assess performance of the SERVICE PROVIDER w.r.t. the SLA defined.
 - ii) To ensure that all documentation is maintained up-to-date
- j) Service Level Management

- i) Meet and better the SLA, by deployment of necessary staff at various locations to reduce the response time
- ii) Review staff and spares requirement, whenever required.
- iii) Co-ordination and follow up with 3rd party vendors to monitor respective SLA
- k) DR related services as elaborated further in the document
- I) ISO 27001 related activities as elaborated further in the document
- m) Additional Services
 - i) Whenever there is a requirement for addition in the infrastructure, required services are seamlessly provided along with required service levels
 - ii) Conduct periodic refresher's training program for MPCB's staff

MPCB's Responsibilities:

- Provide access to designated representative of the SP, to premises of MPCB, for purposes of problem diagnosis and repair;
- b) Provide table space for the designated representatives of the SP, along with a PC, Un-interrupted Power Supply, network printers, Internet connectivity, telephone / fax access, etc.
- c) Provide secured storage area to stock on-site spares inventory
- d) Share with Service Provider the current policies, procedures and other details as may be required for the SP to execute their responsibilities
 - c. APPLICATION SOFTWARE SUPPORT

The application software is hosted at the Data Centre in MPCB HO. The same is accessed by the MPCB users across all its locations. Details of the same are given in Section 4.1 of this RFP

SERVICE PROVIDER's Responsibilities:

The key activities to be covered under the application software support are as follows

- a) Bug Fixing: Fixing of bugs in the software. This should be an ongoing activity throughout the tenure of the contract. Additionally the bugs should be remedied as and when they are encountered. A patch for the bug fixes in a period should be released on a regular basis.
- b) Administrative Support: As a part of administration support the successful bidder would be required to manage and update various user IDs of the MPCB users. This will include deleting duplicate or unwanted user IDs, shifting the User IDs, etc.
- c) Operational support: Address and resolve any run time errors or operational issues faced by the users while operating / using the application software.
- d) Minor development / enhancements: During the tenure of the agreement there can be changes in the information flow / work flow due to statutory / regulatory / procedural requirements from MPCB. This will necessitate modification in the application software though minor development. The SP shall understand the needs of MPCB and incorporate the necessary changes by developing the necessary patches / changes. SP will roll out the patches across MPCB in a controlled manner.

- e) Version Control: Service Provider will ensure that a uniform version is available across all MPCB users at any given point through necessary version control measures. The SP will also maintain all the copies of versions and the patches released along with appropriate notes so that the versions can be referred to in case of roll-back scenarios.
- f) Customised report generation: MPCB may require customized report for specific information through the application software. The SP will ensure that the same are generated upon MPCB request.
- g) Integration support: During the tenure of the agreement, MPCB may procure additional third party software for specific functional requirements. The SP shall work closely with such vendors to seamlessly integrate such applications / software with the MPCB application software.
- LIMS support: In addition to the application software support, SP is required to provide operational support to the MPCB Laboratory users for LIMS at the Labs where the same is installed. The support activities will include following
 - a. Operational support
 - b. Customization of parameters and units used in testing SOP, as per the changes suggested by MPCB
 - c. Generation of customized reports through LIMS as per MPCB's requirements
- i) Training : SP will provide training to users during the roll out of any changes in the application software. The same has to be conducted at respective ROs. Additionally, a six monthly refresher training shall be given by the Service Provider to the user highlighting and recapping major changes in the application software.

The support has to be provided through the O & M resources deputed at various locations and on call basis at all the other locations

MPCB's Responsibilities:

- a) Inform the SP about the changes required in application software through proper documentation.
- b) In case of third party integration, facilitate a dialogue with the respective vendor and ensure all necessary information required for seamless integration is given to the SP.
- c) Nominate users for training

d. HELP DESK MANAGEMENT

Any need or query or request for service, of any kind, initiated by a user of MPCB which may arise during the term of the agreement is termed as "incidence".

All the users of MPCB will register their incidences to the Help Desk, via telephone numbers, emails and internet. Incidences will be received by the Help Desk Staff and registered. The incidences will then be attended and closed, with a feedback to its' originator.

The Help Desk should manage processes inclusive of - Help Desk Management, Change Management, Asset & Inventory Management, Service Level Management, Call Process Flow and Organization Management.

4.1 Help Desk Operations

SERVICE PROVIDER's Responsibilities:

- a) SP will develop, document & implement the processes to, respond to and resolve the registered incidences.
- b) SP will depute Project Manager & required number of O & M Engineers and help desk coordinator at the Help Desk.
- c) Incidences, registered at the Help Desk will be forwarded to the SP's respective O & M engineers depending on the type of call and location of the call.
- d) SP's Project Manager with the help of O & M Engineers will ensure response to and resolution of the incidences, that adheres to the service levels defined.

MPCB's Responsibilities:

- Advice & help the SP to define incidence prioritization guidelines (as a one-time activity or if necessitated during periodic reviews and/or on change in requirements), severity codes and escalation procedures;
- b) Provide updated contact list of the users.
- c) Inform all the users of the incidence registration & resolution processes and the services offered by the Help Desk;
- d) Assist the SP, in the resolution of incidences, outside the scope defined
- e) Assist the SP, in the resolution of recurring incidences , which are the result of End User error;
- f) Assist SP in ensuring that MPCB's 3rd party vendors report, incidence status and resolution back to the Help Desk,
- g) Provide system level authority to all Hardware and Software, for which the SP has incidence resolution responsibility.
- h) Provide to the SP, communications access
- Allow the SP to utilize remote access capability to remotely diagnose problems if required

4.2 Incidence Management Services

- Provide "ownership-to-resolution" of all the incidences, monitor and report on the progress of resolution, confirm resolution with the End User, and log the final resolution;
- b) Record, analyze and report on incidences received by the Help Desk, including but not limited to
 - i) Volumes and duration,
 - ii) Incidence & Request trends,
 - iii) Request resolution time.
- c) Assign priorities to incidences based on the guidelines / SLA
- d) Monitor and report to MPCB on SLAs with various 3rd party vendors
- e) Provide input to MPCB, on user training requirements based on, incidence tracking and analysis;
- f) Periodically update contact list of users

4.3 User Oriented Services

- a) Provide an interface for user requests, such as new user IDs, address changes, routing requests, and password changes.
- b) Advise the user to take reasonable steps to backup information,
- c) Guide and direct users to relevant desk / department / individuals in case if incidence is not under scope of deliverables by the Service Provider.

4.4 Asset/ Inventory Management

Service Provider should provide Asset Tracking and Management Services and ensure regular updation of inventory database for software and hardware.

SERVICE PROVIDER's Responsibilities:

- a) Record installation of all new machines, movement within site / locations, changes in configuration / upgrade of machines.
- b) Asset tagging (Labeling / Bar coding).
- c) Verification & reconciliation reports of assets to be submitted once every six months to MPCB.
- d) Maintain software library as part of software inventory and issue software media on request as per MPCB's policy.

MPCB's Responsibilities:

- a) Be responsible for advising Service Provider of hardware and software procurements, transfers or terminations which affect warranty and license registrations; and Notify Service Provider of any Hardware and Software procured and of any changes made to such Hardware and Software;
- b) Be responsible for user compliance with the terms and conditions of the software licenses and manufacturers' warranty specifications.
- c) Be responsible for resolving any reconciliation discrepancies with the help of Service Provider;
- d) Work with Service Provider to develop and coordinate a schedule to allow Service Provider free and sufficient access to all assets when performing a physical inventory.

4.5 Third Party Contract Management Services

MPCB has various vendors (Product support / OEM / AMC) for the IT / ICT infrastructure (Software and hardware). **Service Provider** will be required to provide vendor management services to ensure proper coordination and seamless operations.

SERVICE PROVIDER's responsibilities:

As part of this activity the Service Provider's team will

- a) Coordinate with these vendors for support services
- b) Register incidences and co-ordination with vendors for resolution of the same
- c) Vendors' SLA tracking and monitoring with alerts and escalations
- d) Providing necessary and advance information for entering into / renewal of AMC
- e) Maintain database of various vendors with details like contact person, Tel. Nos., escalation matrix, and response time and resolution time commitments.
- f) Keep MPCB updated on the services and performance of these third party vendors

MPCB's responsibilities:

- a) MPCB will provide list of all the vendors with details like contact person, Tel. Nos., escalation matrix
- b) MPCB will provide SLA signed with individual vendors.

e. DATA NETWORK SERVICES

Services listed hereunder are pertaining to Data Cabling at various locations and network switches along with VLAN support where required

SERVICE PROVIDER's Responsibilities

- a) Provide this service at various offices as listed in Section 4.3
- b) LAN troubleshooting activities such as fault diagnosis, troubleshooting, and monitoring, only when connected edge device malfunctions.
- c) Provide support as required to hardware and software problem isolation and resolution in the LAN environment
- d) Maintain LAN configuration data;
- e) Advice / Co-ordinate with MPCB for laying of any additional LAN cable/points.
- f) Configuring / re-configuring the network switches as and when required

MPCB's Responsibilities

a) Share current documentation and records with SP

f. WAN SUPPORT SERVICES

Following are the services to be provided for Wide Area Network (WAN) support

SERVICE PROVIDER's Responsibilities

- a) Provide L1 support regarding any WAN related incidences and report the exact situation to the Internet / Broadband service provider in case of link related issues.
- b) Work closely with the SD WAN services provider for resolving the WAN related incidences.
- c) Help SD WAN service provider to make configurations / changes in configurations.
- d) Resolve any other connectivity issues not in the perview / scope of SD WAN service provider
- e) Monitor bandwidth utilization patterns and advice MPCB about the corrective measures, if any.
- f) Monitor the uptime and performance of various Internet Leased Lines terminating at MPCB, escalate the matter to respective Service provider in case of any outages / issues and follow-up up to completion
- g) Monitor P2P link and other VPN connects, if any, for their performance and uptime. Report to MPCB and respective Service Provider in case of outages / issues and follow-up up to completion

MPCB's Responsibilities

a) Share current documentation and records with SP along with under-pinning contracts mentioning SLA

g. IT SECURITY SERVICES

Following are the services to be provided for IT security

SERVICE PROVIDER's Responsibilities

- a) Ensure compliance to the current IT security policy (includes virus protection, content filtering, patch management) as defined by MPCB and ensure compliance to ISO 27001
- b) Periodically review and modify the MPCB security policies
- c) Make the necessary configuration changes in the security appliance
- d) In case of any support issues, raise the ticket with the equipment provider and followup till resolution during Third Party (TP) support period
- e) Assist external security auditors to conduct security audits and ensure compliance to the audit observations
- f) Regular updates / upgrades of the patches and software / firmware
- g) Regular monitoring and maintenance of the logs to ensure possible alerts are tracked and acted upon. Initiate pro-active actions wherever necessary
- h) Extend support in case of cyber-attacks to resolve and restore the functionality
- i) Third party support for the appliance in case of appliance hardware / firmware / Software failure
- j) Support for IS Auditors during IT Security audit and implementing corrective actions as per the audit observations / remarks.
- k) Document, maintain and update configuration history

MPCB's Responsibilities

 a) Share current documentation and records with SP along with under-pinning contracts mentioning SLA

h. STORAGE AND BACKUP SERVICES

Following are the services to be provided Storage and Backup

SERVICE PROVIDER's Responsibilities

- a) Ensure compliance to the current backup policies defined by MPCB
- b) Periodically review and modify the MPCB backup policies
- c) Ensure periodic cleaning of data to avoid duplicate / unused files / data
- d) Ensure regular backup as per the policy
- e) Conduct periodic restore drills
- f) Ensure safe custody of the backup media at primary and off-site location
- g) Ensure regular maintenance of data on the primary storage

- h) Regular inventorisation of tapes and proactive alert MPCB about additional tape requirement
- i) Third party support for the appliance in case of appliance hardware / firmware failure

MPCB's Responsibilities

- a) Share current policies with SP
 - i. VIRTUALISATION SERVICES

Following are the Services to be provided under this category

SERVICE PROVIDER's Responsibilities

- a) Create / Delete VMs as required by MPCB / as per situation demands
- b) Periodically review the VMs and remove redundant VMs
- c) VM administration and resource management

MPCB's Responsibilities

a) Share current VM configuration details with SP

j. DR RELATED SERVICES

Following are the Services to be provided under this category

SERVICE PROVIDER's Responsibilities

- a) Conducting periodic DR Drill (once in SIX months) and ensure readiness of systems and processes are current and tested
- b) Be the nodal agency in case of Disaster situations to ensure the Business continuity is maintained by adhering to RTO and RPO defined
- c) Coordinate with all the stakeholders including the Service Provider for DR, to ensure periodic health-checks of the DR infrastructure
- d) In case of any issues, update the same to MPCB to seek the performance parameters are not compromised

MPCB's Responsibilities

- a) Share current DR infrastructure details and configuration details with SP along with SLA
- b) Share RTO and RPO requirements with SP
- c) Share any other information that may be required by the SP to maintain the SLA

k. ISO 27001 RELATED SERVICES

Following are the Services to be provided under this category

SERVICE PROVIDER's Responsibilities

- a) Ensure all policies and procedures are followed and there is no violation
- b) Maintain logs and files as required for ISO 27001 compliance
- c) Lead any mid-term or other ISO 27001 compliance audits at MPCB

MPCB's Responsibilities

a) Share current policy and procedures with the SP

I. POWER BACKUP AND CONDITIONING EQUIPMENT

Following are the services to be provided UPS at various locations

SERVICE PROVIDER's Responsibilities

- a) Third Party support for the equipment
- b) Monitoring the UPS efficiency and ensure minimum backup availability
- c) It may be noted that the batteries of the UPS are not covered under the scope of comprehensive maintenance

MPCB's Responsibilities

a) Ensure replacement of batteries, if suggested by SP

m. PACKAGED SOFTWARE SUPPORT SERVICES

Following are the services to be provided Storage and Backup

SERVICE PROVIDER's Responsibilities

- a) Maintain inventory of the licenses of the OS and Database under scope of O & M. This includes server and Client licenses
- b) Ensure regular updates of the software through patches as and when the same are available
- c) Advise MPCB in case of excess / shortage of licenses

n. DOCUMENTATION AND REPORTING

Documentation regarding various configuration changes, asset movement, network layouts (physical and logical) will be recorded immediately after respective change.

Service Provider will arrange to send alerts based on critical incidences, through mails to designated officers of MPCB.

Periodical Status Reports

- a) Monthly report with the following information:
 - i) Summary SLA Compliance for the month
 - ii) Summary of Uptime and Downtime for the month
 - iii) Outages reports for the month
 - iv) Preventive maintenance performed
 - v) Suggestions received at help desk
 - vi) Issues Requiring Client intervention
- b) Quarterly report with the following information
 - i) Summary of SLA compliance for the quarter
 - ii) Payment due to the Service Provider for the quarter as per the credits and debits of the SLA.
 - iii) Summary of Uptime, Downtime and Outages
 - iv) Preventive Maintenance performed
 - vii) Action items on help desk services to be implemented
 - viii) Services added during the month
 - ix) New users & services in the network
 - x) Manpower Attendance during the quarter
 - xi) Summary of equipment inventory

Service Level Management Reports

a) Service Level Agreement (SLA) Performance

Track monthly SLA performance for both availability and response service level objectives. Key data indicators are average availability performance, average response performance, and average overall performance.

b) 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 month, number of configuration items (CIs) affected by the breaches, and average response time for each objective. It should be possible to filter this report on a particular SLO.

c) Service Level Outages (SLOs)

Determine the monthly availability performance of SLOs in place for a specified SLA. A key data point is the number of times an availability objective is breached over a period of one month. Average availability statistics are listed in comparison to the expected availability statistics. If the expected availability is not met, a potential issue flag should be indicated next to the SLO.

- d) Service Level Reports to analyze & display service level information for an enterprise, region, department or business process.
 - o. TRAINING

SERVICE PROVIDER's Responsibilities:

- a) SP will be responsible for re-training whenever changes are made in the Hardware / Software / Procedures to bring in improvement in performance or new technology
- b) SP will provide necessary soft and hard copies of course material to all the participants.

MPCB's Responsibilities:

- a) MPCB will nominate its staff for the training programs
- b) MPCB will make available to the SP conference room with projector, for planned training
 - **p.** HANDOVER OF INTEGRATED MIS AND PREMISES

On the expiry or termination of Agreement Period, the Service Provider shall:

- a) Handover the IMIS to MPCB in good operating condition and facilitate smooth transition to the new vendor
- b) Hand over to MPCB all documents, manuals and records, which will allow the a seamless knowledge to MPCB or their nominated party.
- c) Handover any source codes that have been generated as a part of IMIS augmentation

q. STAFFING REQUIREMENTS

For the SP to deliver the contracted O & M Services as per the defined SLA, it is important that, the SP must depute Project Manager and O&M Engineers for infrastructure and application software support across various locations of MPCB. Help desk coordinators also should be deployed. Following are the general guidelines to be followed:

- a) Service Provider must depute one Project Manager at HO on full time basis. Project Manager must have following credentials :
 - i) Should be on the roll of the SP
 - ii) Should be graduate engineer (preferably Computer Science, or Electronics & Telecommunications) from a recognized institute/university.
 - iii) Should be either PMP or ITIL Service Manager certified
 - iv) Experience of more than 5 years in supporting a multi-location IT/ICT infrastructure that has more than 500 users.
 - v) Experience of working for 1 year on processes based on ITIL framework.
 - vi) Experience of minimum 1 year of using the Enterprise Management System (EMS) tool
- b) The SP must depute O & M Engineers as indicated in the table hereunder, that must have following experience levels & credentials :

Expected Support Level	Experience in the respective area
L1	1-2 years
L2	2-5 years
L3	5+ years

- i) Deployed O & M Engineers must be graduate engineers or MCA or having equivalent qualification from any recognized institute/university.
- ii) Must have a minimum of, 2 years of work experience
- iii) MPCB at its sole discretion may interview the O & M Engineers the SP proposes to depute, to ascertain their suitability for the job.
- iv) The SP if in case, withdraws / terminates services of any of its deputed O & M Engineer/s, to ensure smooth hand over, a minimum of 60 days of notice periods should be given by the SP to MPCB. All such changes must be done in consultation with MPCB.
- v) The SP will maintain & report to MPCB on daily basis, the attendance of all the O & M Engineers across different location of MPCB.
- vi) In case of disaster at MPCB's Data Centre, the SP will move/provide key staff members at HO to give necessary end-user equipment level support. The expenditure towards to & fro journey of the key staff members of the Service Provider for the said purpose and stay arrangement will be borne by the Service Provider.
- vii) Staff members deployed by the SP will be subjected to the disciplines, office decorum, etiquettes as applicable to any other staff member of MPCB.
- viii) Provision of accommodation, lunch/snacks/breakfast, conveyance, travel, provision & usage mobile telephones etc. for the Project manager, O & M Engineers, helpdesk coordinator will be made the SP and at his own cost, expenses & risk.
- c) The SP must deploy O & M engineers as per the minimum requirement, in the table given below :

Location	Purpose	Minimum Number Required	Experience Level
	Project Manager	1	L3
	Helpdesk Coordinator	2	L2
HO Sion Mumbai	Equipment Support • Server and Network Support • VMWare Support • Database Support • Antivirus Support, Mail mgmt • Emergency Admin & Support • Backup & Recovery, policy mgmt. • Internet Security and ISO 27001 policy management	4	L2
	 Application support Trouble shooting Bug fixing, User support Minor development Mobile App development & Support (Android and IOS) 	Support – 2; Development -3	

Location	Purpose	Minimum Number Required	Experience Level
RO – Pune, Aurangabad, Nagpur	Full time Resident O & M Support and support to other nearby locations	1 for each RO	L2
Locations other than HO & RO mentioned above	O & M Support	On call	L1

Notes:

The number of O&M Engineers to be deputed as mentioned in the table above is minimum & indicative. It will be sole responsibility of the SP to assess & depute O&M Engineers at various locations, to ensure that the services delivery meets the SLA.

The O&M Services will be normally required between 10 AM and 6 PM on every working day of MPCB but may also be occasionally required on Saturdays /Sundays /Holidays and during the quarterly/half yearly/annual closing period of MPCB. The SP must provide such occasional services without any additional cost.

4.5 Service Level Agreement (SLA) and Penalties

Service Level requirements will be monitored by the SP. Service Provider will make this information available to authorised personnel of MPCB, by email and by submission of hard copy of the report/s as per requirement.

- a) SERVICE PROVIDER will monitor Service Levels of MPCB's contracts with 3rd party vendors.
- b) The severity of the incidences is divided into 3 (THREE) categories as defined in the following table.

Severity Level	Severity Type	Impact
S1	Critical Problems	Outage / performance degradation of one or more of application software module Outage / performance degradation for infrastructure at datacenter Outage of OR performance degradation of number of equipment on Data Network of 25% of the installed equipment, whichever is more, for more than 1 business day, either at HO / Central Laboratory / RO.
S2	Major Problems	Outage of OR performance degradation of server at RO Outage of OR performance degradation of number of equipment on Data Network of 15% of the installed equipment for more than 2 business days at any of the ROs, SROs and other remote locations.
S3	Minor Problem	Outage of OR performance degradation affecting 5% of the users or more than 5 users, whichever is more, for more than 4 business days either at any of the ROs, SROs and other remote locations.

c) Other definitions pertaining to measurement of SLA are given hereunder:

- i) **Response Time:** The time lapsed between, the times of registering the incidence to the Help Desk, to the time when the O & M Engineer starts resolving the incidence.
- ii) Resolution Time: The time lapsed between the, times of registering the incidence to the Help Desk to the time when normal operation is fully restored. Provision of standby equipment of similar or higher configuration will be deemed as operations fully restored.
- iii) On-Site: Any incidence responded to & resolved at any locations, by the SP's O & M Engineer, who is stationed at that particular location, is termed as On-Site call. In this case travel time of the O & M Engineer in calculating the Response Time and Resolution Time will be NIL.
- iv) On-Call: Any incidence, responded to & resolved at any location, where the SP's O & M Engineer is not stationed at that particular location, and hence has travels to that particular location from some other location, is termed as On-Call. In this case, in calculation of the Response Time and Resolution Time, the time required for travel of the O & M Engineer, will be considered as time lapsed.
- v) Calculation Window: Frequency of calculation of SLA compliance.
- vi) Service window: refers to 'Hours per day' X 'Days per week'.

Measurement Metrics for Services

Response time (%) =	Calls attended within stipulated response time	X 100
	Total number of calls received in the month	
Resolution time (%) =	Calls closed within stipulated resolution time	X 100
	Total number of calls received in the month	

1. SERVICE CALLS: Severity / Priority wise Service Levels

		_	Resolutio	on Time	
Severity Level	Y Service Response Type Time		No Spares Required	Spares Required	
0	On-site	30 min	2 hrs	Within 3	
S3	On-call	2 hrs	8 hrs	Business Day	
S2	On-site	30 min	1 hrs	8 hrs	
	On-call	2 Hrs	4 hrs	01115	
S1	On-site	15 min	1 hrs	4 hrs	
	Third Party	30 min			

• The resolution time for 3rd party incidence depends on the SLAs, agreed & signed with the respective 3rd party the vendors. The SP will regularly follow up with the respective 3rd party vendors to ensure for quick resolution of the incidences. The SP will keep MPCB informed, of the service level compliances of the 3rd party on a fortnightly basis.

• Specific development assignments will be handled by the SP after assessing the effort estimates and having a mutual sign-off with MPCB.

2. COMPLIANCE TO SERVICE LEVELS:

Severity	Required Compliance Level			
Level	Quarter-1 Quarte			onwards
	Response Resolution Response Resol		Resolution	
	time	time	time	time
S1	96%	97%	98%	98%
S2	95%	96%	96%	97%
S3	93%	95%	95%	96%

3. PENALTIES FOR NON-COMPLIANCE TO SERVICE LEVELS:

Compliance of service level requirements towards respective services category will be measured separately for every category, every month. Service Provider will make all the information available to MPCB. Shortfall in achieving SLA compliance level across all the severity levels under respective service areas will be aggregated separately for each month. A penalty as a % of the amount payable per quarter will be charged every quarter.

Shortfall in SLA target/compliance by	Penalty as % of quarterly payable amount
Meeting SLA	0
≤ 1 %	2
> 1% and ≤ 2 %	3
> 2% and ≤ 3 %	4
> 3% and ≤ 5 %	8

Attendance of Engineers:

- a. Resident engineers will be deployed by the service provider as mentioned in the RFP and this contract. It is important that these resources are available on premises during the working hours of MPCB. In case a resource is on a planned leave, the Service Provider needs to provide a suitable temporary resource having same or better skill set.
- b. Penalty: Penalty will be levied as per the following table.

Type of absentee of resource	Penalty as a % of
	monthly contract value
Single engineer absent at a location for two consecutive days	1.00
More than THREE (3) engineers absent for single day across	1.00
all locations	
Total absentee of 10 man days in a calendar month across	5.00
all locations	

In case it is observed that the absentees are more than 3 man days across all locations for two consecutive calendar months, MPCB reserves the right to terminate the contract.

4.6 Project Period

The Service Provider will be contracted for a period of THREE (3) years from the date of issue of LoA or signing the contract whichever is later. However, the Board can terminate the contract any time during the tenure of the contract, on account of Service Provider's poor performance.

Annexures

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

5. Annexure -1: Documents for Eligibility Criteria

Document No.	Description	Submitted (Yes/No)	Pg No.
Document 1	Format for Bid Submission Covering Letter		
Document 2	Format for Bidder Details		
Document 3	Certificate of Incorporation / Partnership Deed		
Document 4	Copy of PAN Card		
Document 5	Copy of GST Certificate with GST Number		
Document 6	Power of Attorney in the name of Signatory		
Document 7	Format for CA Letter about Profitability and Networth		
Document 8	Format Manufacturer's Authorisation Letter		
Document 9	Valid ISO 9001:2015 Certification		
Document 10	Format to Project Citation		
Document 11	Self-Declaration about at least ONE (1) office in Maharashtra		
Document 12	Format for Non-Blacklisting		
Document 13	Copy of Online Tender Fee payment receipt		
Document 14	Copy of Online EMD Payment acknowledgement from Maharashtra eTender portal		
Document 15	Consortium Agreement on non-judicial stamp paper of appropriate value		
Document 16	Technical Proposal comprising of Company profile, Capabilities, Strengths Proposed Resource Management / Spares Management Proposed Operation and Maintenance (O&M) Strategy		

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

5.1 Format for Bid Submission Covering Letter

(To be submitted on the letterhead of the bidder)

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

Subject: Bid Submission Cover Letter for- Request for Proposal for Selection of Service Provider for Operation and Maintenance of IMIS at MPCB

RFP Reference No: MPCB/

Dear Sir,

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

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

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

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

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

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

Dated this _____ Day of _____ 202

Thanking you, Yours faithfully

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

(Name)

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

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

5.2 Format for Bidder Details.

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

TO WHOMSOEVER IT MAY CONCERN

Bidder Information (In case of Consortium, Separate sheet for each Bidder should be <u>attached</u>)

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

Thanking you,

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

Name:

Designation:

Seal:

Date:

Place:

Business Address:

5.3 Format for Turnover details and Profitability

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

{Place, Date}

To,

Member Secretary

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

Subject: Turnover details for Request for Proposal for Selection of Service Provider for Operation and Maintenance of IMIS at MPCB

RFP Reference No: MPCB/

Dear Sir,

Please find below Annual Turnover and profitability status of <Bidder's Name>. Also please find the Networth of <Bidder's Name>

Sr.	Financial Year	Annual Turnover	Profitable (YES / NO)
	2018-19		
	2019-20		
	2020-21		

We also declare that M/s <Bidder's Name> has a Networth of Rs._____ (Amount in Words) as on 31st March 2021.

Thanking you,

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

5.4 Manufacturer's Authorization Form (MAF)

<To be printed on the letterhead of the OEM mentioned in the clause 3.24 (ED-3) and duly signing and sealing it from the Authorised Signatory of the OEM>

Date: Place:

To,

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

Sub: Selection of Service Provider for Operation and Maintenance of IMIS at MPCB.

RFP Ref <RFP reference No.>

Dear Sir,

WHEREAS <Name and address of the Manufacturer> who are official producers of < Name of the product with description (pls use Annexure, if required)and product code > do hereby authorize <name of the Bidder> located at <Address of the Bidder> (hereinafter, the "Bidder") to submit a bid for providing maintenance services for <Product Category: such as servers / switches / firewall, etc.> of the <Barand Name> associated with the above Invitation for Bids. These products are subject to our applicable standard end- user warranty terms.

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

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

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

5.5 Format for Project Citation

Project Title:		
(Attach separate sheet for each Order)		
Orderdate		
NameofClient		
Address		
Order Value in INR		
Type of Client		
(Government (State or		
Central) or Semi		
Government or Corporation		
or PSU or ULB)		
BriefDescriptionofWork:		
Work Start Date		
Work Completion Date		
Referrals (Client side): Provi	de one referral only.	
Name		
Designation		
Role in the Project:		
Contact Number		

Note:

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

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

Designation:
Seal:
Date:
Place:
Business Address:
5.6 Format for Undertaking of "Non-Blacklisting"

(To be submitted on the letterhead of the Bidder)

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

Subject: Undertaking of Non-Blacklisting for– Submission of proposal in response Request for Proposal for Selection of Service Provider for Operation and Maintenance of IMIS at MPCB

RFP Reference No: MPCB/

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

We hereby declare that

- **a.** We have examined and have no reservations to the Bidding Documents, including Addenda issued, if any, in accordance with Instructions to Bidders.
- **b.** Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
- **c.** If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.

We hereby also declare that

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

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

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

Full Name and Designation

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

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

6. Annexure-2: Documents for Financial Proposal

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

6.1 Commercial Proposal Cover Letter

(To be submitted on the letterhead of the bidder)

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

Subject: Commercial Proposal Cover Letter for-Request for Proposal for Selection of Service Provider for Operation and Maintenance of IMIS at MPCB

RFP Reference No:

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of **Request for Proposal for Selection of Service Provider for Operation and Maintenance of IMIS at MPCB** do hereby propose to provide Services as specified in the bidding documents.

- **a.** Price and Validity: All the prices mentioned in our Bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of 120 days from the last date of submission of the Bids. The prices we have offered, will remain fixed and subject to price escalation mention in the RFP during the period of Contract.
- b. Taxes: We are an entity registered in India and do hereby confirm that our bid price is exclusive of all applicable taxes (i.e. GST). All relevant/ applicable taxes would be considered for reimbursement on actuals as per MPCB's discretion and prevailing Government laws
- **c.** Deviations: We hereby declare that all terms and conditions mentioned in the RFP (all volumes, annexures and corrigendum's) are acceptable to us without any deviations and all the services shall be performed strictly in accordance with the bid documents
- **d.** Unit Rates: We have indicated in the relevant Annexures enclosed, the unit rates for the purpose of an account of payment as well as for price adjustment, in case of any increase / decrease from the scope of work under the contract.
- e. Bid Price: We declare that our Bid Prices, exclusive of all applicable taxes, duties, and GST are for the entire scope of the work and requirements as specified in the

Bid documents. We understand that only the basic price i.e. Prices without GST will be considered for Price Bid Evaluation. However, in case any bidder quotes the taxes as NIL / ZERO, the said bid of the Bidder will be considered as non-responsive and will not be processed further.

- f. We understand and agree that the price bids will be evaluated only on the basis of PART-A of the Commercial Bid format and the prices quoted in the PART-B of the Commercial Bid will not be considered in the price bid evaluation. We agree to provide any additional manpower resources as per the price quoted during the tenure of the contract.
- **g.** Contract Performance Bank Guarantee: We hereby declare that in case the Contract / Order is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed in the RFP.
- h. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief. We also understand that if our bid is conditional in any way, it shall be summarily rejected.
- i. We understand that our Bid is binding on us and that you are not bound to accept a bid you receive.
- **j.** We confirm that no Technical information or deviations are attached here with this Commercial offer.

Yours faithfully,

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

6.2 Format for Commercial Bid

PART - A

Sr. No.	Description	Basic Price (Rs.)	Taxes (Rs.)	Total Price (Rs.)
	Cost of Operations and Maintenance as per the scope defined in Annexure II (4.4) of this RFP for the components mentioned in Annexure II (4.2) for the services to be provided at all the MPCB locations mentioned in Annex II (4.3)			
	For 1 st year of O&M (A)			
	For 2 nd year of O&M (B)			
	For 3 rd year of O&M (C)			
	GRAND TOTAL AMOUNT without GST	D = A + B + C	BLANK	BLANK

Grand Total Amount without GST in Words Rs.: _____

Note:

- **a.** The prices quoted are for the scope and SLA as mentioned in Section II and for a period of 3 years
- **b.** The Bidder shall provision for all costs required for the entire duration of the contract. MPCB shall not be liable to pay any additional costs, apart from that mentioned in the table above.
- **c.** The rate quoted by bidder shall include all costs associated with fulfilling the project deliverables, Out of Pocket Expenses including but not limited to Travelling, Lodging, Food, insurance, etc. MPCB shall not pay any additional cost to bidder.
- d. All costs shall remain valid for the entire duration of the contract
- e. The prices are valid for 120 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:

ONLY PART A WILL BE CONSIDERED FOR PRICE BID EVALUATION

BIDDERS ARE REQUESTED TO SUBMIT ONLINE COMMERCIAL BID FORMAT A COPY OF COMMERCIAL BID PRINTED ON LETTERHEAD TO BE UPLOADED AS PART OF ENVELOPE 2

COMMERCIAL BID PART –B

(Bidders are requested to quote the rates per month for various additional resources mentioned below. It may be noted that these costs are being asked for future purposes only and will not be part of the Commercial Bid Evaluation process. This should be printed on Bidder's letterhead, signed and sealed by the Bidder and submitted along with the Bid in a scanned copy format along with PART-B)

Sr. No	Job title	Job description	Min Qualification and Experience	Skills	Rate per Manmonth exclusive of Taxes
1	Project Manager	Responsible for planning and overseeing projects to ensure they are completed in a timely fashion and within budget.	Engineering Graduate with 7+ years	Effective Communication. From project kick-offs to stakeholder meetings, project managers are constantly communicating Negotiation Scheduling and Time Management Leadership Technical Expertise Risk Management Critical Thinking and Problem Solving.	
2	Business Analyst	Will work with organisations to help them improve their processes and systems. They conduct research and analysis in order to come up with solutions to business problems and help to introduce these systems to businesses and their clients.	Engineering Graduate / Postgraduate in any stream with 7+ years	Commercial awareness. Communication and interpersonal skills. Time management and organisational skills. Problem-solving skills. Analytical skills. Leadership and management skills. An interest in, and understanding of, project management techniques and computing systems.	
3	PHP Developer	Responsible for creating and implementing an array of Web-based products using PHP, MySQL, Ajax, and JavaScript. Will develop back-end components, connect the application with other web services, and assist front-end developers by ensuring their work	Graduate / postgraduate with 5+ years	Knowledge of other programming languages & MVC platforms,Get to grips with PHP best practices and design patterns,Be comfortable with Composer, PSR, PHPUnit,Problem Solving,Good Communication,Adaptability	

		integrates with the application.			
		IOS developers design and build	Engineer /	The Swift 3.0 programming language,Apple's Xcode IDE,Spatial Reasoning,Design	
4	IOS Developer	applications for mobile devices running Apple's iOS operating software.	MCA / equivalent with 5+ years	Guidelines,UI and UX design experience,Apple Human Interface Guidelines,Knowledge of Networking Expertise in Java, Kotlin or Both.	
5	Android Developer	Responsible for developing applications for devices powered by the Android operating system	Bachelor / Masters degree with Programming background and 5+ years	Vital Android SDK concepts Decent Experience with SQL Knowledge of Git XML Basics Understanding of Material Design Guidelines Android Studio Backend Programming Skills.	
6	Graphic Designer	Defining the entire process of requirements, visualizing and creating graphics including illustrations, logos, layouts and photos. Shaping the visual aspects of websites,applicatio ns.	Graduate with 5+ years	Mastery of adobe design software some Coding skills Website design A Good Understanding of user experience (UX) Print design Continuous learning & experimentation Creative problem-solving Patience and professionalism.	
7	HTML Designer	HTML designers will plan, create and code internet sites and web pages, many of which combine text with sounds, pictures, graphics and video clips. Will be responsible for creating design and layout of a website or web pages. Working on a brand new website or	Graduate with 5+ years	Visual design. Visual design focus on digital products that determine how a website looks and feels Using Design software HTML CSS JavaScript Time management skills Communication skills Problem-solving skills.	

		updating an already existing site.			
8	Tester	To conduct both manual and automated tests of software products. No matter what company they work for, their ongoing goal is to reduce the number of bugs in software and identify as many mistakes as possible.	3+ years	Creating documentation Preparing software tests Understanding the testing process Composing defect reports Following sign-off procedures Analytical and logical reasoning. Business mapping	
9	Help Desk	Providing technical assistance and support related to computer systems, hardware, and software. Responsible for answering queries and addressing system and user issues in a timely and professional manner.	Graduate with 2+ years	Customer service. Communication skills. Ability to learn quickly. Troubleshooting/problem-solving skills. Ability to work under pressure. Adaptability. Teamwork skills. Interpersonal skills.	
10	Junior Infrastructure Engineer	Providing technical support to a complex IT environment to improve reliability, availability, security and performance across all aspects of the IT landscape. Provide L2 Support	Graduate with 3+ years	Proficiency with network hardware and technologies. Proficiency with shared storage technologies. Proficiency with Microsoft operating systems. Extensive knowledge of data privacy laws. Ability to prioritize tasks.	

11	Senior Infrastructure Engineer	Providing technical support to a complex IT environment to improve reliability, availability, security and performance across all aspects of the IT landscape. Provide L3 Support	Graduate with 5+ years	Proficiency with network hardware and technologies. Proficiency with shared storage technologies. Proficiency with Microsoft operating systems. Extensive knowledge of data privacy laws. Precise attention to detail. Ability to prioritize tasks. Advanced organizational skills. Analytical skills.
12	Security Auditor	Perform Security audit of developed application	Graduate with 3+ years and security related certification	Extensive knowledge of data management and information security principles. Highly efficient at designing, developing and testing information security systems. Ability to design and monitor secured data management systems.
13	Coordinator	Coordination of dedicated or general activities, Minuting meetings, organising meetings, following up for deliverables	Graduate with 2+ years	Good communication skills, Organisation skills, command over MS Office and other office efficiency tools

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person: Designation: Date:

7. Annexure-3: Other Documents/Formats

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

7.1 Format for Pre-Bid Queries

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

Member Secretary

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

Dear Sir,

Subject: Pre-bid queries for- Request for Proposal for Selection of Service Provider for Operation and Maintenance of IMIS at MPCB

RFP Reference No: MPCB/

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

Clarification Requested by:

Name	
Designation	
Company	
Address	
Contact Number	
e-mail ID	
Date	

Clarifications Requested:

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

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

Thanking you,

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

Name:

Designation:

Seal:

Date:

Place:

Business Address:

7.2 Format for Bank Guarantee

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

- **f.** Performance Bank Guarantee (PBG)
- g.

Date: _____

Bank Guarantee No.: _____

No.

To,

Ref:

Date:

Member Secretary

Maharashtra Pollution Control Board, Kalpataru Point, 3rd floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: Mail id:

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

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

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

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

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

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

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

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

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

18. ANNEXURE-3

INSTRUCTIONS TO BIDDERS FOR e-Tendering

GENERAL INSTRUCTIONS:

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

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

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

The Contractors participating first time for e-Tenders on Maha e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new bidders are as follows.

https://mahatenders.gov.in/nicgep/app;jsessionid=CA1444774BB4186D0E04B4178D5CA 501.mhg eps2?page=BiddersManualKit&service=page

Empanelment: The Contractors interested in participating in the Tenders of Maharashtra Pollution Control Board processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain Login ID and password. The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk support team or enrolled directly on Web site www.mahatenders.gov.in.

7.2.1.1 *e*-Tendering Tool Kit for Bidders

(detailed Help documents, designed for bidders) has been provided on Mahaetender website

https://mahatenders.gov.in/nicgep/app;jsessionid=CA1444774BB4186D0E04B4178D5CA 501.mhg eps2?page=BiddersManualKit&service=page order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

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

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

7.2.2 For any assistance on the use of Electronic Tendering System, the Users may call the below

numbers: 24 X 7 Help Desk Toll Free No.1800 3070 2232 Mobile No. 7878007972, 7878007973,

7878007974.

7.2.2.1 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

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

7.2.2.2.1 TENDER DOCUMENT PURCHASE AND DOWNLOAD:

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

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder 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. 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.

7.2.2.2.2 PREPARATION & SUBMISSION OF BIDS

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

Online Bid Preparation Price BID

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

Online Bid Submission

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

7.2.2.2.3 INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION

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

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

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

During the activity of **Bid Preparation**, bidders are required to upload all the documents of the technical bid by scanning the documents and uploading those in the PDF format. This apart, bidders will have to quote commercial offer for the work / item

as per the format given, for which bids are invited, in an online form made available to them in Commercial Envelope. This activity of **Bid Preparation** should be completed within the pre-scribed schedule given for bid preparation.

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

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

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

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

7.2.2.2.4 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 its duly authorised representatives. The bidder representatives who are present shall sign a register evidencing theirattendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

TECHNICAL BID ENVELOPE

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

The technical bid consist of following Documents

Document No.	Description	Submitted (Yes/No)	Pg No.
Document 1	Format for Bid Submission Covering Letter		
Document 2	Format for Bidder Details		
Document 3	Certificate of Incorporation / Partnership Deed		
Document 4	Copy of PAN Card		
Document 5	Copy of GST Certificate with GST Number		
Document 6	Power of Attorney in the name of Signatory		
Document 7	Format for CA Letter about Profitability and Net worth		
Document 8	Format Manufacturer's Authorization Letter		
Document 9	Valid ISO 9001:2015 Certification		
Document 10	Format to Project Citation		
Document 11	Self-Declaration about at least ONE (1) office in Maharashtra		
Document 12	Format for Non-Blacklisting		
Document 13	Copy of Online Tender Fee payment receipt		
Document 14	Copy of Online EMD Payment acknowledgement from Maharashtra e-tender portal		
Document 15	Consortium Agreement on non-judicial stamp paper of appropriate value		
Document 16	Technical Proposal comprising of Company profile, Capabilities, Strengths Proposed Resource Management / Spares Management Proposed Operation and Maintenance (O&M) Strategy		

Price Bid ENVELOPE:

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

Sr No Description Documents status	
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1	BoQ as per given excel Format	Compulsory
2	Price Bid Format Annexure – 1B	Compulsory
3	FORMAT FOR COVERING LETTER SUBMISSION- WITH PRICE BID Annexure – 1A	Compulsory