



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

**Request for Proposal
for
Inventorization of Biomedical Waste Generators
(Occupiers) in Maharashtra and Implementation of
Intelligent Analytical System**

RFP Reference No: MPCB/PSO/INVENTORIZATION-BMW/2024-25

Date of Issue: 25/07/2024

RFP Price: INR 23,600/-

ISSUED BY:

MEMBER SECRETARY

MAHARASHTRA POLLUTION CONTROL BOARD,
KALPATARU POINT, 3RD FLOOR, OPP. PVR CINEMA,
SION CIRCLE, SION (East),
MUMBAI-400 022

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1. Disclaimer

This Request for Proposal (RFP) for “**Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System**” is issued by Maharashtra Pollution Control Board (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 advisers 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 or make 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 advisers 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 purport to contain all the information that a recipient may require for the purposes for making a decision for participation 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 Bidder 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.

1.1 Abbreviations

Abbreviation	Description
API	Application Programming Interface
BMW	Bio-Medical Waste
CBWTF	Common Bio-medical Waste Treatment Facility
DBA	Data Base Administrator
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
ER Diagram	Entity Relationship Diagram
FRS	Functional Requirement Specification
GCC	General Contract Conditions
GIS	Geographical Information System
GOM	Government of Maharashtra
GPS	Global Positioning System
GST	Goods and Services Tax
HCF	Health Care Facility
H/W	Hardware
ISO	International Organization for Standardization
KPI	Key Performance Indicator
KYC	Know Your Customer
MPCB	Maharashtra Pollution Control Board
NDA	Non-Disclosure Agreement
NEFT	National Electronic Funds Transfer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PQ	Pre-Qualification
RFP	Request for Proposal
RTGS	Real-time gross settlement
SLA	Service Level Agreement
SSP	Selected Service Provider
SRS	System / Software Requirement Specifications
TCS	Tax Collected at Source
TCV	Total Contract Value
TEC	Tender Evaluation Committee
TDS	Tax Deducted at Source
TEC	Tender Evaluation Committee
URL	Uniform Resource Locator
UT	Union Territory
VTs	Vehicle Tracking Solution

1.2 Key Terms- Definition

Term	Definition
Authority/ Corporation	This means Maharashtra Pollution Control Board (MPCB).
Bid / Proposal	This means the documents in their entirety comprising of the pre- qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MPCB.
Bidder(s)/Agency /Supplier	Business Organization/Firm who shall for providing unskilled and skilled Third-Party Human Resources
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).
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
Contract/Agreement	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contract / Project Period	The time period for completion of the entire project scope of work starting from signing of contract till specific duration mentioned defined in the RFP
Contractor/Selected Bidder/Successful Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work mentioned in the RFP.
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 process of selection of Bidder to complete the bid process in MPCB.

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Term	Definition
Employer	This shall mean MPCB and is the party who will employ the Successful Bidder to carry out the Works through contractual engagement.
End of Contract	This refers to the time when the Contract Period has ended.
Health Care Facility	The person having administrative control over the institution and the premises generating bio-medical waste, which includes a hospital, nursing home, clinic, dispensary, veterinary institution, animal house, pathological laboratory, blood bank, health care facility and clinical establishment, is responsible to implement bar code labelling system.
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
Operator of a Common Bio-medical Waste Treatment Facility (CBWTF)	The person who owns or controls a Common Bio-medical Waste Treatment Facility (CBWTF) for the collection, reception, storage, transport, treatment and disposal or any other form of handling of bio-medical waste is also responsible for implementing a Bar coding system.
Non- compliance	Failure / refusal to comply to the terms and conditions of the proposal / Agreement
RFP Portal	The web portal https://mahatenders.gov.in/ that is official portal for all details and submissions related to this RFP process
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
Total Contract Value/ Contract Value	Value (Exclusive of all taxes, levies and duties) finally agreed between MPCB and the Bidder for the delivery of Equipment and Services mentioned in the RFP, which will be the maximum value payable to the Bidder for this Project.

1.3 Tender Notice

TENDER NOTICE

RFP Ref. No: **MPCB/PSO/INVENTORIZATION-BMW/2024-25**

Date: - **25/07/2024**

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **“Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System”**. MPCB intends to solicit technical and commercial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before date mentioned in the RFP.

For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> Tender form fee payment of **INR 23,600/-** (INR 20,000 + 18% GST Applicable and non-refundable) by payment gateway online. No brokers/intermediaries shall be entertained. The MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

DISCLAIMER

1. Detailed timetable for the various activities to be performed in e-tendering process by the renderer for quoting their offer is given in these tender documents under **"Tender Schedule"**. Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
2. Every effort being made to keep the website up to date and running smoothly 24 x 7 by the MPCB and the Bidder. However, MPCB takes no responsibility, and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
3. In the event MPCB will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. The tenders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
5. 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.
6. Bidder must get done all the e-tendering activities well in advance.

1.4 Tender Schedule

Sr. No.	Particulars	Start Date	End Date
1.	RFP Publish	25/07/2024	-
2.	RFP Document Download	25/07/2024	14/08/2024
3.	Submission of Pre- Bid Queries	25/07/2024	31/07/2024
4.	Pre-Bid Meeting	01/08/2024	01/08/2024
5.	Bid Submission	01/08/2024	14/08/2024
6.	Pre-Qualification Bid Opening	16/08/2024	16/08/2024
7.	Technical Qualification Opening	Will be informed later	-
8.	Commercial Bid Opening	Will be informed later	-

Note-

- Earnest Money Deposit: INR 31,00,000/- (Rupees Thirty-One Lakhs only) through online payment mode.
- All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone numbers for any doubts/information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd. Next Tender (India) Pvt. Ltd on 020-3018 7500
- Bidders should submit the document related to tender online. The bidders who wish to submit the payment of EMD by way of RTGS/NEFT should pay the same two working days in advance before the last day of bid preparation.
- Cost of tender form of **INR 23,600/- (INR 20,000 + 18% GST Applicable and non-refundable)**, should be credited in to MPCB by online payment gateway, otherwise Bidders cannot participate in e-tendering.
- Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
- The electronic tendering system for MPCB will be available on separate sub-portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <https://mahatenders.gov.in>.

2 Invitation for Bids

MPCB hereby invites Proposals from reputed, competent, and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the **“Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System”** as detailed in this RFP document.

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

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

Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in> for further details about the e-tendering process.

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

The summary of details with regard to this invitation of bids are listed in the table below: -

Sr. No.	Items	Description
1.	RFP Reference No.	MPCB/PSO/INVENTORIZATION-BMW/2024-25
2.	Name of the Project	RFP for “Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System”
3.	RFP Document Download Start / End Date & Time	Start Date: 25/07/2024 at 11:00 am (IST) End Date: 14/08/2024 up to 5:00 pm (IST) Please visit the below mentioned e-Tendering website https://mahatenders.gov.in

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Sr. No.	Items	Description
4.	Last date to send in requests for clarifications	<p>All the queries should be received on or before 31/07/2024 up to 5:00 pm (IST) through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>”.</p> <p>The queries should be submitted as per the format prescribed in Annexure A.</p> <p>The Pre-Bid queries to be sent to the Email Id: Email ID: psa@mpcb.gov.in</p>
5.	Date, Time, and place of pre-bid meeting	<p>01/08/2024 at 3.00 pm (IST), Address: Maharashtra Pollution Control Board, Kalpataru Point, 4th floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022</p> <p>And through MS Teams link as mentioned below: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjM0NTVmMjU0ZTRkOC00NGQwLWEyM2QlZGY1M2RlNTM1YWVh%40thread.v2/0?context=%7b%22Tid%22%3a%228940ba96-6696-4ae0-9961-6f604093928f%22%2c%22Oid%22%3a%229a2c424d-481a-406d-a7a1-811badb6c22c%22%7d</p>
6.	Tender Fee to be paid via Online Payment Gateway mode only.	INR 23,600/- (Including GST)
7.	Last date (deadline) for submission of bids	14/08/2024 up to 5:00 pm (IST)
8.	Date and Time of opening of prequalification proposals	16/08/2024 at 11:00 am (IST)
9.	Date Time and Place of opening of Technical Proposals	Will be intimated later.
10.	Date Time and Place of opening of Financial Proposals	Will be intimated later.

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Sr. No.	Items	Description
11.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode or DD.	INR 31,00,000 /- (Rupees Thirty-One Lakhs Only)
12.	Security Deposit (PBG)	5% of estimated yearly project value valid up to Six (06) months post end of contract period. PBG should be only from Nationalized banks. To be submitted within 15 days from date of notice/letter of award of the contract or as intimated in the work order issued by MPCB. If the contracts get extended, the validity shall be 6 months beyond extended contract completion date.
13.	Last date for signing contract	Within 30 (thirty) days after Letter of Award/Work Order or as intimated by MPCB. If the agreement is not signed within the time frame, MPCB shall reserve the right to revoke the offer made, at the discretion of Hon'ble Member Secretary, MPCB.
14.	Bid Validity Period	180 days from the date of submission of Bid
15.	Contract Period	5 Years and 8 months from the date of award of contract. Contract may be further extended for a period of 1 year based on service delivery performance with mutual consent.
16.	Contact Person	Dr. Vishwajeet Thakur, Maharashtra Pollution Control Board, 3rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: pso@mpcb.gov.in Website: https://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.

3 Instructions to Bidders

3.1 Introduction of MPCB

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

Some of the important functions of MPCB are:

1. To plan comprehensive program for the prevention, control or abatement of pollution and secure executions thereof,
2. To collect and disseminate information relating to pollution and the prevention, control or abatement thereof,
3. 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,
4. Supporting and encouraging the developments in the fields of pollution control, waste recycle reuse, eco-friendly practices etc.
5. To educate and guide the entrepreneurs in improving environment by suggesting appropriate pollution control technologies and techniques
6. Creation of public awareness about the clean and healthy environment and attending the public complaints regarding pollution

3.2 Purpose

MPCB hereby invites proposals from reputed, competent and professional companies for a period of **Five (05) years and Eight (08) months**, who meet the minimum eligibility criteria as specified in this bidding document for “**Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System**”. This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in this RFP document.

Address for Correspondence & Contact Person:

Dr. Vishwajeet Thakur

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

Tel: 022-2401 4701 / 2402 4068

Email ID: pso@mpcb.gov.in

3.3 Consortium / Sub-contracting

The Bidders are allowed to form Consortium subject to the following conditions:

1. The number of Consortium members cannot exceed two, including the Lead Member.
2. Consortium can comprise of System Integrator and Surveying agency.
3. Bidders not allowed to submit multiple bids.
4. Members of the Consortium shall commit to hold the equity stakes which are in line with the requirements of RFP Document. (In case of Consortium, majority stake of Lead Member should be greater than equal to 51%). The nomination(s) shall be supported by a survey agency only.
5. Lead Member shall be the System Integrator agency in case of consortium. In case of single bidder, it shall be a System Integrator agency.
4. Lead Member shall be responsible to MPCB and for discharging all responsibilities related to the bid process and the Project.
5. Power of Attorney as per **Annexure G**.
6. The members of the Consortium shall enter into a binding Joint Bidding Agreement, for the purpose of making the Bid.
7. The Lead Member will submit the Proposal. The Lead Member and all the members of Consortium will sign the Contract with MPCB.
8. All the members of consortium shall be jointly and severally responsible for the execution of the contract.
9. In case of a Consortium Bid, the Lead Member would need to submit the Consortium Declaration in the format provided in **Annexure H** of the RFP. The Lead Member would also need to submit the Agreement between the Consortium members for the Contract clearly indicating their scope of work and relationship. Such Agreement should be prepared on a stamp paper of requisite value and is required to be submitted along with the Technical Proposal. If the Lead Member does not submit the Agreement, it will be considered as an individual bid.
10. All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director duly authorized by Board resolution of the Companies.
11. Each Consortium member shall execute and submit along with the Technical Proposal, a registered power of attorney in the format provided in **Annexure G** of the RFP in favour of the Lead Member which shall inter-alia, authorize the Lead Member to act for and on behalf of such member of the Consortium and do all acts as may be necessary for the performance under the contract.
12. The Consortium Agreement shall provide the following information in respect of the Consortium members that the Bidder will engage to provide any of the services required under this RFP.
13. Brief description of nature of services to be provided by Consortium member.
14. Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email).
15. Date, form and state of incorporation of Consortium member.
16. Company Principals (Name, title and business address)

17. The Consortium Agreement by the Lead Member and Consortium member(s) should also be addressed to the MPCB clearly stating that the Agreement is applicable to the contract executed out of this RFP and shall be binding on them for the Contract Period. Notwithstanding the Agreement, the responsibility of coordination and smooth execution of job under the contract will be with the Lead Member.
18. The Lead Member shall be solely liable to and responsible for all obligations towards MPCB for performance of works/services including that of its partners/sub-contract or so any other directly or indirectly appointed to or related to the bidder(s) for this bid under the contract.
19. The roles and responsibilities of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills, and trained manpower commensurate with its role and responsibilities during the Agreement Period.

3.4 Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

1. The response to this RFP should be full and complete in all respects. 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 forfeiture of the EMD.

3.5 Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and MPCB shall not be held responsible for any cost incurred by the bidder. 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.
2. All materials submitted by the bidder shall be the absolute property of MPCB and no copyright/patent etc. shall be entertained by MPCB.

3.6 Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the Excel format as mentioned in the Clause 9.1. The response to the queries will be published on <https://mahatenders.gov.in>. No queries will be entertained thereafter. The response of MPCB shall become integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses

3.7 Amendment of RFP Document

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

3.8 Supplementary Information to the RFP

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. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP and shall become part of this RFP.

3.9 MPCB's right to terminate the process

MPCB may terminate the RFP process at any time before the award of contract without assigning any reason. MPCB reserves the right to amend/edit/add/delete any clause of this Bid Document. 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.

3.10 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.

3.11 Earnest Money Deposit (EMD)

1. Bidders shall submit EMD of **INR 31,00,000/- (Rupees Thirty-One lakhs only)** through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder's EMD will be returned **within 30 days** from the date of finalization of the tender. The EMD for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Security Deposit (Performance Bank Guarantee).
3. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to all Bidders (including the successful Bidder) without any accrued interest on it.
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - 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.
 - If, during the bid process, any information is found false/fraudulent/malafide, and then MPCB shall reject the bid and, if necessary, initiate action.
 - The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

3.12 Authentication of Bid

1. The original copy (hard copy) of the RFP Document shall be signed, stamped, scanned, and submitted along with the bid. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. Bid shall be submitted on

official letter head of company. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

2. Notarised / irrevocable Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted.

3.13 Language of Bids

This bid should be submitted in English language only. 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 submitted with the bid, and English translation shall be validated at MPCB's discretion.

3.14 Patent Claim

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

3.15 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

3.16 Bid Submission Instructions

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

Particulars	Instructions
Pre-qualification Proposal	<p>The pre-qualification proposal shall be prepared in accordance with the requirements specified in this RFP and the formats prescribed in the RFP. Each page of the pre-qualification proposal should be signed and stamped by the authorized signatory of the bidder. Pre-qualification proposal should be submitted through online e-tendering website only.</p> <p>Pre-Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> Checklist for Pre-Qualification Proposal Pre-Qualification documents Bidder and Bidding Firm Details Scanned and signed stamped copy of RFP and its corrigendum The payment receipt of Tender Fee & EMD has to attached

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Particulars	Instructions
Technical Proposal	<p>The technical proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP. Each page of the technical proposal should be signed and stamped by the authorized signatory of the bidder. Technical proposal should be submitted through online e-tendering website only.</p> <p>Technical Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> Checklist for Technical-Qualification Proposal Technical Qualification documents Project citation
Financial Proposal	<p>The financial proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP. Each page of the financial proposal should be signed and stamped by the authorized signatory of the bidder. Financial proposal should be submitted through online e-tendering website only.</p> <p>In no way the bidder shall indicate its Financial Offer in Financial Proposal only. In case it is found, MPCB shall summarily reject the proposal of the said bidder.</p>

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

- 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.
- The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
- MPCB may seek clarifications from the Bidder on the Technical proposal. Any of the clarifications by the Bidder on the Technical proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the Technical proposal during the evaluation of the technical offer.
- Financial Proposal shall not contain any technical information. Similarly, technical proposal with any financial cost related information shall be summarily rejected and the bidder shall be disqualified from the tender process.
- It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.
- Proposals sent by fax/post/courier shall be rejected.
- It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are uploaded on the portal well within time and MPCB shall not entertain any re- presentation from any bidder, who fails to upload the

requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

3.17 Late Proposal and Proposal Validity Period

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. The validity of the proposals submitted before deadline shall be till 180 days from the date of opening of commercial bid.

3.18 Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

3.19 Non-conforming Proposals

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

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

3.20 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he/she has carefully read and accepts 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

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
2. MPCB reserves rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in three stages.
4. In the first stage, tender fee, EMD and pre-qualification proposal along with document checklist shall be opened and evaluated as per the criteria mentioned in the RFP.
5. In the second stage, Technical Qualification proposals of those Bidders who qualify Pre-Qualification criteria shall be opened and evaluated.
6. In the third stage, Financial Proposal of those Bidders, whose all pre-proposals (Prequalification and technical qualification) qualify, shall be opened.
7. 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.

8. 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.
9. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MPCB will continue process and open the bids of all bidders.
10. 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 Evaluation Process

1. Tenders will be scrutinized by the committee formed by MPCB. This committee shall act as a Tender Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.
2. TEC shall review the prequalification proposal of the Bidders to determine whether the requirements as mentioned in Section 3.23 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification proposal meets the requirements shall be selected for opening of the technical proposal.
3. TEC shall review the Technical Proposal of the prequalified Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
4. The financial proposals of the qualified Bidders (whose all-technical qualifications criteria are qualified) shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
5. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
6. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.

3.23 Pre-Qualification Criteria

#	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ1	Legal Entity	<p>The bidder (All members in case of consortium) should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR Indian Partnership Act 1932</p> <p>All above as amended time to time.</p>	<p>a) General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.</p> <p>b) Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed</p> <p>c) Copy of PAN Card</p> <p>d) Copy of GST Registration</p> <p>e) Copy of Power of Attorney as per <u>Annexure G</u></p>
PQ2	Turnover	<p>The average annual turnover of the bidder (Lead member in case of consortium) for the last three (03) audited financial years should be more than INR 5.0 Cr. (F.Y 2020-21, FY 2021-22, FY 2022-23)</p>	<p>Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <u>Annexure E</u></p>
PQ3	Net worth	<p>The Bidder (All members in case of consortium) shall have Positive Net Worth in each of the last Three (03) Financial Years. (F.Y 2020-21, FY 2021-22, FY 2022-23)</p>	<p>Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <u>Annexure E</u></p>
PQ4	Compliance	<p>The Bidder (All members in case of consortium) should be registered with appropriate authorities under following:</p> <p>a. Employees Provident Fund AND b. Employees State Insurance Acts</p>	<p>a) Attested copy of the Employee Provident Fund registration letter / certificate</p> <p>b) Attested copy of the Employee State Insurance registration letter / certificate or Attested</p>

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#	Basic Requirement	Eligibility Criteria	Documents to be submitted
		OR Group Insurance Schemes OR Contract Labour (Regulation and Abolition Act), as applicable to the bidder organization.	copy of Group Insurance Schemes letter/ certificate or Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Documents to be submitted, as applicable.
PQ5	Project Experience 1	The Bidder (Non-lead member in case of consortium) must have experience in “*Similar works” during last seven (07) years as on last date of submission of bid as per following details: One (01) project with “*Similar works” costing at least INR. 4.0 Cr. OR Two (02) projects with “*Similar works” each costing at least INR. 2.5 Cr. OR Three (03) projects with “*Similar works” each costing at least INR. 2.0 Cr.	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live / Survey Output Acceptance Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project. c) Project Citation as per format specified in Clause 6.4
PQ6	Project Experience 2	The Bidder (Lead member in case of consortium) must have experience in “**Similar works” during last seven (07) years as on last date of submission of bid as per following details: - One (01) project with “**Similar works” costing at least INR. 8.0 Cr. OR Two (02) projects with “**Similar works” each costing at least INR. 5.0 Cr. OR	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant

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#	Basic Requirement	Eligibility Criteria	Documents to be submitted
		Three (03) projects with “**Similar works” each costing at least INR. 4.0 Cr.	scope of Work, having completed relevant scope c) Project Citation as per format specified in Clause 6.4 and d) Declaration for having experience <u>Annexure F</u>
PQ7	Certification	i) The Bidder (Lead member in case of consortium) shall have: ii) ISO 9001:2015 and iii) CMMI Level 3 or above Certifications for Development and Services as on last date of submission of bid and iv) ISO 27001:2013	Copy of the Valid Certificate issued by CMMI institute partner (for CMMi certificate) / ISO accredited member (for ISO certificate) and renewal stage document in case the certificate has expired, and renewal is in-process. Validity of CMMi certificate shall be ascertained through the below given URL https://cmminstitute.com/pars/
PQ8	Manpower Strength	The Bidder (Lead member in case of consortium) should have at least 50 employees with either permanent PF account or professional tax account on bidder's payroll and should have relevant experience, as on date of bid submission.	Certificate from Bidder's HR authorized representative(s) on original letter head of bidders' organization clearly stating employees working on similar projects as per <u>Annexure J</u>
PQ9	Office in Maharashtra	The Bidder (All member in case of consortium) must have office in Maharashtra as on the date of submission of this bid.	Copy of existing office address proof like 7/12 (satbara)/ lease agreement/utility bill in the name of the bidder
PQ1	Blacklisting	The Bidder (All member in case of consortium) should not be blacklisted by any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a	A self-certified letter signed by the Authorized Signatory of the Bidder as per <u>Annexure A.</u>

#	Basic Requirement	Eligibility Criteria	Documents to be submitted
		particular period of time as on last date of submission of bid.	

“*Similar Works” for “Project Experience 1” means project(s) scope involves:

1. Field survey using GPS and Mobile App capturing multiple fields of the property or an organization
2. The project scope includes survey of property or an organization spreading across urban and rural areas
3. Creation of the vector GIS map (Point, Polygon) of the surveyed property and linking of the collected attributes to the corresponding property
4. Project having above mentioned scope shall be executed for Central Government or State Government or Union Territory (UT) or Urban Local Body (ULB) or PSUs in India

“**Similar Works” for “Project Experience 2” means project(s) scope involves:

1. Design, Development, and Implementation of Enterprise Analytical System involving extended web GIS interface
2. Analytical platform can be open source / licensed
3. Mobile App development (integrated with enterprise project of separate)
4. Deployment of the system on public cloud
5. Operation and maintenance of the complete system
6. Project having above mentioned scope shall be executed for Central Government or State Government or Union Territory (UT) or Urban Local Body (ULB) or PSUs in India

3.24 Evaluation of Pre-Qualification Proposal

TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in Section 3.23 of the RFP are met. Incomplete or partial proposals are liable for disqualification. TEC reserves the right to seek clarification if required. All those bidders, whose all-pre-qualification proposal meets the requirements shall be selected for opening of the technical proposal.

At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

3.25 Technical Bid Evaluation Criteria

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

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
TQ 1	Annual Turnover of Bidder (Lead member in case of consortium) during last 3 Financial years - (FY 2020-21, FY 2021-22, FY 2022-23)	15	>= INR 5.0 Cr. and < INR 10.0 Cr.	10	Audited Profit & Loss Account and Balance Sheet for (FY 2020-21, FY 2021-22, FY 2022-23) & suitable CA Certificate/Audited Profit & Loss Account and Balance Sheet.
			>= INR 10.0 Cr. and < INR 20.0 Cr.	12	
			>= INR 20.0 Cr.	15	
TQ 2	Project Experience 1: The Bidder (Non-lead member in case of consortium) must have experience in “*Similar works” during last seven (07) years as on last date of submission of bid as per following details: - One (01) project with “*Similar works” costing at least INR 4.0 Cr. OR Two (02) projects with “*Similar works” each costing at least INR 2.5 Cr. OR Three (03) projects with “*Similar works” each costing at least INR 2.0 Cr. *Similar works – defined in this RFP.	20	Total Project Value of maximum any three projects submitted meeting the Criteria:		a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live / Survey Output Acceptance Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum
			Total Project Value >= INR 4.0 Cr. and < INR 6.0 Cr.	10	
			Total Project Value >= INR 6.0 Cr. and < INR 8.0 Cr.	15	
			Total Project Value >= INR 8.0 Cr.	20	

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Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
					Project Value' of the partially completed project. Project Citation as per format specified in Clause 7.2
TQ 3	Project Experience 2: The Bidder (Lead member in case of consortium) must have experience in “**Similar works” during last seven (07) years as on last date of submission of bid as per following details: - One (01) project with “**Similar works” costing at least INR 8.0 Cr. OR Two (02) projects with “**Similar works” each costing at least INR 5.0 Cr. OR Three (03) projects with “**Similar works” each costing at least INR 4.0 Cr. **Similar works – defined in this RFP.	20	Total Project Value of maximum any three projects submitted meeting the Criteria:		a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.
			Total Project Value >= INR 8.0 Cr. and < INR 12.0 Cr.	10	b) Completion Certificate from the client OR
			Total Project Value >= INR 12.0 Cr. and < INR 18.0 Cr.	15	c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.
			Total Project Value >= INR 18.0 Cr.	20	Project Citation as per format specified in Clause 7.2

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Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents
TQ 4	Manpower Strength: The Bidder (Lead member in case of consortium) should have minimum 50 full time resources with IT/ITeS and field surveyors on its payroll as on date of submission of the bid.	05	>= 50 and < 100	02	A self-certified letter signed by the Authorized Signatory of the Bidder. (Note: non-availability or less availability of manpower expertise on roll will score Zero (0) marks.
			>= 100 and < 150	03	
			> 150	05	
	Manpower expertise: (Any member in case of consortium)	15	On roll Software full stack developers – Minimum 10 nos. (0.5 marks per resource)	05	
			On roll DBA – Minimum 02 nos. (0.5 marks per resource)	01	
			On roll H/W, Network and System administrators one each type- Minimum 03 nos. (0.5 marks per resource)	1.5	
			On roll GIS Experts – Minimum 05 nos. (0.5 marks per resource)	2.5	
			Field Surveyors – Minimum 20 nos. (0.25 marks per resource)	05	
TQ 5	Certification: The Bidder (Lead member in case of consortium) shall have active SEI CMMi Level 3 or its higher version certification valid as on last date of submission of bid.	05	CMMi Level 3	03	Copy of valid certifications as on last date of submission of bid.
			CMMi Level 4	04	
			CMMi Level 5	05	
	Certification: The Bidder (All members in case of consortium) shall have active ISO 9001:2015 or latest version certification valid as on last date of submission of bid.	02	ISO 9001: 2015	02	Copy of valid certifications as on last date of submission of bid.
	Certification: The Bidder (Lead member in case of consortium) shall have active ISO	03	ISO 27001:2013	03	Copy of valid certifications as on

Sr. No.	Parameters	Max. Marks	Marks	Supporting Documents
	27001:2013 or latest version certification valid as on last date of submission of bid.			last date of submission of bid.
TQ 6	Technical Presentation	15	Technical Presentation and demonstration of the technical capability for system and survey by the bidders and their understanding of the business / functional requirements of MPCBs and proposed solution and implementation approach.	15 Presentation
	Total	100		

Note: The date, time, venue, and mode of the presentation will be separately communicated to eligible bidders.

3.26 Evaluation of Technical Proposal

1. TEC shall review the technical proposal of the pre-qualified bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
2. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for technical qualification evaluation.
3. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points (Refer Section 3.25) based on the technical evaluation criteria detailed in the RFP.
4. Bidders who have scored minimum 70 marks in Technical Evaluation will be considered for Financial Bid Evaluation.
5. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the MAHA e-Tendering system.
6. MPCB reserve the right to accept or reject any or all bids without giving any reasons thereof.
7. MPCB shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.
8. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

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

3.27 Financial Evaluation

1. The commercial envelope of only those bidders who are qualifying in technical qualification evaluation criteria shall be opened.
2. The bidders will be ranked based on their bids as per Financial Format.
3. The bidder shall quote service charge percentage as per the Financial Format. The bidders will be ranked based on their bid value. Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) i.e., whoever quotes the least service charge shall be considered eligible for award of contract.
4. In the event of two or more Bidders quoting the same service charge value, then MPCB reserves the right to declare the bidder whose technical score is highest, among the bidders who have secured the same technical score as preferred bidder
5. MPCB reserves the right to confirm the preferred bidder as successful bidder subject to negotiations and approval of competent authority.
6. In cases of discrepancy between the prices quoted in words and in figures, the lowest of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

3.28 Award of Contract

Final choice of MPCB to award this project to a suitable bidder to execute this project shall be made on the basis of the L1 rate i.e., lowest rate quoted by the bidder.

3.29 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.

3.30 Letter of Intent

MPCB will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Intent will constitute the formation of the contract. MPCB will promptly notify each unsuccessful bidder.

3.31 Letter of Acceptance

The successful Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the Letter of Acceptance (LOA) in acknowledgement thereof. In the event of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the MPCB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered. After LoA, security deposit to be submitted as per LoI by the successful Bidder within the stipulated time mentioned in LoI failing to do so MPCB may take necessary actions.

3.32 Issuance of Work Order

Post submission of security deposit by the Successful Bidder, MPCB will issue the work order which will initiate the Timeline “T” of the project work to be started.

3.33 Signing of Contract

1. The Successful Bidder shall enter into contract agreement with MPCB within Thirty (30) days Letter of Acceptance (LOA) issued to the successful bidder by MPCB. Upon the Successful Bidder’s furnishing of Security Deposit, MPCB will promptly notify each unsuccessful Bidder.
2. Further, INR 2000 penalty will be levied per day if the contract is not signed abovementioned time period.
3. If the signing of contract is not completed within 2 months after receiving LOA, then the offer made to the Successful Bidder shall stand annulled.
4. Any expenses related to registration of Agreement shall be Borne by Successful Bidder.

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

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

3.35 Non-Disclosure Agreement (NDA)

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

3.36 Security Deposit / Performance Bank Guarantee

1. Security Deposit / Performance Bank Guarantee is governed for services as follows:
 - a. The bidder shall carry out the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidder on payment of Performance Bank Guarantee in the form of a Bank Guarantee.
2. The Successful Bidder shall deposit the Performance Bank Security as follows:
 - a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised Bank, of value and valid for Three (03) months after end of the project,
 - b. The Performance Bank Guarantee should be furnished within 7 Working Days from the date of issue of Letter of Intent / Award OR Work Order OR CONTRACT.
 - c. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - a. Any amount imposed as a fine by MPCB for irregularities Committed by the bidder.

- b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d. Any other outstanding amount.
4. Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.

3.37 Bid Prices

The bidder has to quote for “**Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System**” in the format given for financial bid. Validity of Bid shall be of 180 days from date of opening of commercial bids.

3.38 Bid Currency

The rates quoted shall be in Indian Rupees only.

3.39 Signature

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. The same must be uploaded along with the Eligibility documents. All obligations committed by such signatories must be fulfilled.

3.40 Correction of errors

The bidder is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document shall lead to cancellation of Bid.

3.41 Corrections to Arithmetic errors

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

3.42 Disqualification

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

1. Bid not submitted in accordance with the bid document.
2. The bidder submits conditional offer.
3. Bid is received in incomplete form.
4. Bid is received after due date and time.
5. Bid is not accompanied by all requisite supporting documents.

6. Bidder enclosing Commercial Bid in Technical Bid.
7. The successful bidder fails to enter into a contract within period specified by MPCB of the date of notice of award of contract or within such extended period, as fixed by MPCB.
8. Awardee of the contract has given the letter of acceptance of the contract with his conditions.
9. Non - fulfilling of any condition / term by bidder.

3.43 Tendering Under Different Names

1. Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same Contract.
2. If it is found that firms as described in point no. "1." above have tendered separately under different names for the same Contract, all such tender(s) shall stand rejected and tender deposit of each such firm /establishment shall be forfeited. In addition, such firms / establishments shall be liable, at the direction of the Managing Director, for further penal action including blacklisting.
3. If it is found that clearly related persons as in above have submitted separate tender/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such Bidders shall be liable for action as in para above.
4. If after the Award of Contract, it is found that the accepted tender violated for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.

4 Scope of Work

Background:

The Biomedical waste means any waste, which is generated during the diagnosis, treatment or immunization of human beings or animals or research activities pertaining thereto or in the production or testing of biological or in health camps, including the categories mentioned in Schedule I of the Biomedical Waste Management Rules, 2016, as amended. It must be properly managed to avoid the harm for the general public, specifically healthcare and sanitation workers who are continuously uncovered to biomedical waste as an occupational hazard. Appropriate handling, treatment and disposal of wastes are essential elements of health care management programme. Correct method helps protect health care personnel, patients, and the local society.

In order to protect health and environment against any adverse effects from Bio-Medical Waste, regulatory drives have been initiated from national and state level authorities. Ministry of Environment, Forests & Climate Change, Govt. of India has notified Bio-Medical Waste Management Rules, 2016 and amendment Rules 2018, State Pollution Control Board is the prescribed authority for enforcement of the provisions of the Bio-Medical Waste Management Rules, 2016 in respect of States. Bio-Medical Waste being infectious needs proper collection, segregation, transportation, storage, treatment, and disposal as per guidelines of the Bio-Medical Waste Management Rules, 2016, as amended.

To establish a comprehensive monitoring system, Maharashtra Pollution Control Board intends to create an inventory of Bio Medical Waste generators in Maharashtra state through field survey and implement a web-based analysis and monitoring system with extended GIS interface on “Inventory Occupiers in Maharashtra State”. This will cover all Hospitals & Health care Establishments to bring them under the Bio-medical Waste Management Rules, 2016 as amended.

The objectives of the project are as follows:

- i. Conduct a detailed inventorization of occupiers generating biomedical waste, encompassing all bedded and non-bedded healthcare facilities (HCFs) as per CPCB guidelines.
- ii. Profile biomedical waste generation by different types of HCFs, including hospitals, clinics, dispensaries, veterinary centers, and AYUSH facilities, with geo-tagging using a mobile application.
- iii. Develop a mobile application with a barcode system compliant with CPCB guidelines for accurate data collection and inventory management.
- iv. Conduct audits to validate the collected data and ensure compliance with regulatory guidelines.
- v. Conduct a gap analysis study to identify deficiencies in existing waste management infrastructure and practices.
- vi. Implement measures to improve biomedical waste management practices and ensure compliance with regulatory guidelines.

4.1 Detailed Scope of Work

It is envisaged to prepare an Inventory of Occupiers generating Bio-Medical Wastes in the state of Maharashtra. The overall aim of this initiative is to enlist and prepare an inventory of occupiers generating BMW (excluding clinics and dispensaries) and compliance as per BMWM Rules, 2016 in Maharashtra State and establish a monitoring and analytical system.

The broad scope of work for this project is multifaceted and encompasses several critical components. Firstly, the project entails creating a comprehensive inventory through filed survey of all occupiers generating biomedical waste across the state. This involves developing detailed land-use maps of the occupiers and GIS-based inventories of HCFs, capturing essential parameters such as bed strength, waste generation rates, facility for bio-medical waste collection, its segregation, storage, transportation, processing, and disposal as per geographical distribution.

Secondly, it involves establishment of an integrated enterprise web-based analytical system supported by GIS interface. The web-based analytical system aims to have facility to create profiles of different types of biomedical waste generating HCFs, management of lifecycle of biomedical waste from generation to disposal. It should also have functionality to statistically analyse different types of biomedical waste generated by HCFs by comparing actual waste and estimated waste with reference to available data in Consent Management System, Barcode System and Vehicle tracking System.

In addition to integrated enterprise web-based analytical system, there should be a mobile application with advanced data collection capabilities including MIS data, geotagged photos, and barcode scanning facility. Through the development of a user-friendly interface and integration of barcode scanning technology, the application will facilitate efficient data collection, geo-tagging, and compliance with regulatory guidelines.

The successful bidder will be required to undertake various field and off-site activities to complete the broad deliverables within the scope of this RFP.

4.1.1 Inventorization of biomedical waste occupiers through field Survey

A) Field survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zones defined as under:

Group A - The cities covering group A include locations as –

- i. Mumbai City, and
- ii. Mumbai Sub Urban

Group B - The cities / towns / rural area covering group B include locations as –

- i. Thane,
- ii. Palghar,
- iii. Raigad,
- iv. Ratnagiri, and
- v. Sindhudurg

Group C - The cities / towns / rural area covering group C include locations as –

- i. Pune,
- ii. Solapur,
- iii. Satara,
- iv. Sangli,
- v. Kolhapur,

Group D - The cities / towns / rural area covering group D include locations as –

- i. Nashik,
- ii. Ahmednagar,
- iii. Dhule,
- iv. Jalgaon, and
- v. Nandurbar

Group E - The cities / towns / rural area covering group E include locations as –

- i. Nagpur,
- ii. Bhandara,
- iii. Gondia,
- iv. Amravati,
- v. Akola,
- vi. Washim,
- vii. Buldhana,
- viii. Chandrapur,
- ix. Yavatmal,
- x. Wardha, and
- xi. Gadchiroli

Group F - The cities / towns / rural area covering group F include locations as –

- i. Chhatrpati Sambhaji Nagar,
- ii. Jalna,
- iii. Dharashiv,
- iv. Latur,
- v. Nanded,
- vi. Parbhani,
- vii. Hingoli, and
- viii. Beed

Under this scope, the successful bidder has to carry out the field survey and collect minimum data parameters as mentioned below:

- Name, address of the health care facility (HCF)
- Year of establishment of HCF
- Geotagged photos of the HCF
- No. of floors, rooms, etc. of the HCF
- Category of HCF (e.g., Hospital, Nursing home, Clinic, etc.)
- Type of medical services being offered by the HCF
- No. of Beds in HCF and its approx. occupancy % (Monthly, Seasonal, Yearly) for past 5 years based on availability of data
- Availability of facility to collect and segregate the biomedical waste generated from each bed of HFC
- Availability of biomedical waste storage facility until disposal from HFC including colour coded plastic bags, bar code printed on the bags, availability of any own system for waste management, recording register, in-out date, availability of waste weighing tool, etc. Controlled AC room for collected biomedical waste, dedicated staff, gears to protect staff from biomedical waste, etc. as per colour codes biomedical waste management rules 2016 schedule 1. Separate biomedical waste store facility with lock and key arrangement
- Details about Biomedical waste Facility owner contracted with HCF, their collection process and management of biomedical waste information
- Availability of Monitoring mechanism of actual disposal of the handed over biomedical waste to waste facility operator
- Availability of captive (Inhouse) biomedical waste treatment facility viz. STP, ETP etc.? If “Yes” details about the treatment facility
- Availability of bank guarantee with the HFC. If available, a snap of it
- Barcode system for waste management is being followed or not.
- Consent available or not received from MPCB, if available, its validity. If available, a snap of it
- CBWTF membership availability – valid or not. If valid, name and membership no. of the common biomedical waste treatment and disposal facility
- Bombay Nursing home registration – available / valid / not valid (applicable for private hospitals only). For Govt., it is as per GR. If available, a snap of it

To achieve the survey objective, the successful bidder has to deploy adequate no. of survey teams having experienced resources, use its own mobile App, GPS and all necessary infrastructure. The parameters to be captured through the mobile App must be approved by MPCB before initiation of the field survey activity.

The quality checked data has to be submitted to MPCB as per the formats defined under “Deliverables” section of this RFP.

Necessary authorization and administrative support shall be provided by MPCB to the successful bidder to carry out survey activity.

4.1.2 Web GIS enabled Enterprise Bio-medical waste Analytical system

This milestone is the core component of the project. The selected bidder has to thoroughly understand the requirement and accordingly design the system to function it at optimal level.

To achieve the objective, the selected bidder has to:

- a) Gather the requirement and draft it in the form of Functional Requirement Specification (FRS)
- b) Based on the approved FRS, design the system and draft System / Software Requirement Specifications (SRS)
- c) Architect and design the solution using open-source technologies by following below mentioned activities:
 - Preparation of Solution Architecture specifying the Functional, Infrastructure, Data, Deployment, Network and Security Architecture
 - Development of Security Plan
 - Preparation of data integration and data quality design document specifying how data from disparate source systems shall be integrated
 - Preparation of logical data warehouse model
 - Development of Portal and Mobile App
 - Development of Department API Connectors/DB Links
 - Integration with external systems using APIs
 - Dashboard and Analytical Report design
 - Building various analytical and statistical models
 - Exceptions and Business Alerts definitions.

The illustrative deliverables for this activity are mentioned below:

- Solution Design and Architecture Document (including ER Diagram and Data Flow Diagram)
 - High Level Design Document and Low-Level Design Document (including Schema Diagram)
 - Wireframes
 - Use Cases
 - Test Plan
 - All Policy, Plan and Methodology Documents covering aspects mentioned above
- d) Develop the bespoke solution using latest technology and shall have following minimum functionalities and interface:
 - User Management
 - Authentication of user
 - Dashboard displaying data in bar charts, graphs, tables with smooth navigation

- Display of details of HFCs based on selection using multiple parameters like name, type, place name, address, contact details, no. of beds, BMW weight of occupier, its display on GIS map, etc. and its facility to export into .xls and .pdf formats
- Web GIS interface having following functionalities:
 - This should be an extended interface from enterprise analytical system
 - The web GIS interface should have all the map browsing and layers management tools including – Search based on different parameters, Zoom in, Zoom out, Full view (Full Extent), Pan, Identify, Zoom to Previous extents (Back), Zoom to Next extents (Forward), Zoom to Selected Features, Measure distance/area, Refresh Map, Select Feature, Clear selection, Activity indicator, Scale input box, Show/ hide co-ordinates, Print, Descriptive Map Information Tool, Legend, Layer On / Off
 - Base map displaying all the necessary layers withing Maharashtra
 - Display of HFCs in different layer on top of base map
 - Geofence generation for the HFCs and display facility
 - Analytics based selected geofence of the HFC
- Analytical tools with its outcomes including comparative analysis of the biomedical waste generated by the occupier (based on no. of beds or other logic) Vs biomedical waste consented in consent management system (get data through integration) Vs biomedical waste transported (get data through VTS integration) and display in graphs, charts, tables
- KYC module for HFCs
- Profiling of Biomedical Waste Generators including:
 - Profile biomedical waste generation by different types of HCFs, including hospitals, clinics, dispensaries, veterinary centers, and AYUSH facilities.
 - Collect data on waste types, quantities, segregation practices, storage conditions, and disposal methods for each type of facility.
 - Analyze the collected data to identify patterns and trends in biomedical waste generation, facilitating informed decision-making and planning.
- Report on Status of BMW Authorization and Consent under Water/ Air act
- Audit report(s):
 - To validate the accuracy and authenticity of the collected data.
 - Systematic approach to verify data accuracy through on-site inspections, documentation reviews, and stakeholder interviews.
 - Find discrepancies identified during the process and ensure data integrity and reliability.
 - Gap analysis to identify deficiencies in existing biomedical waste management infrastructure and practices based on data analysed through integration.
 - Detailed report highlighting gaps and recommendations for improvement in each district based on the analysed data.
- Other functionalities as suggested by MPCB during requirement gathering
- Bar code generation module complying with CPCB guidelines. Bar code system would help in accounting the quantity of biomedical waste being collected, treated and disposed. This

system would also help the prescribed authorities in monitoring the implementation of BMW Rules, 2016. Refer basic specification extract from guidelines:

a) Health Care Facilities

- i. Health Care Facilities (HCFs) having 30 or more no. of beds shall have to procure their own digital weighing machine and bar code scanner (scanning equipment or app based mobile scanner).

The weighing machine and scanner unit shall have wired or wireless connection and the data pertaining to the weight of the scanned bags should get transferred automatically. Also, the HCF is required to scan all the bar-coded bags containing bio-medical waste. Upon scanning of all the bags by the HCF, the data shall be transmitted to the data base of bar code waste management system, however, the data gets lodged into the data base only after the operator of the facility accepts the waste on his console and generates waste acceptance receipt.

The waste acceptance receipt shall be printed (it should be clearly legible and should not fade at least for a period of five years) on the spot and handed over to the HCF before departure of the transportation vehicle from the premises. Such receipt can also be generated digitally and sent by e-mail to all the concerned.

- ii. Health Care Facilities (HCFs) having < 30 no. of beds as well as all other Occupiers as defined under the BMW Rules, 2016, are not required to scan their bags containing biomedical waste. Same shall be done by the CBWTF operator on arrival at the premises. The CBWTF shall always carry scanning and weighing machines along with portable printer (connected with wired or wireless systems with automatic transfer of data pertaining to weight of scanned bags). The Occupier shall obtain receipt printed by facility operator prior to his departure from HCF premises (the receipt should be clearly legible and should not fade at least for a period of five years). The data gets lodged into the data base once the waste picker (CBWTF Operator) generates waste acceptance receipt.
- iii. Obtain access Login and password for Bar Code Based Waste Management System software from the CBWTF Operator.
- iv. Collect proof (counter signed by the CBWTF Operator) of waste collection or Waste acceptance receipt comprise of date, time, no. of bags, total weight of colour coded bags/containers.

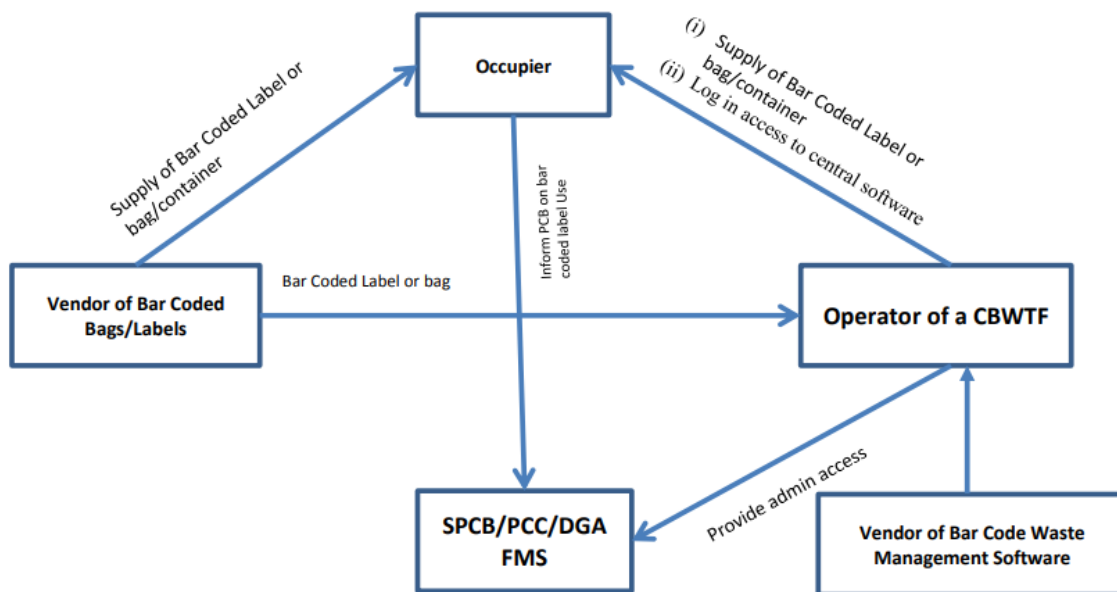
- v. Generate reports from Bar Code Based Waste Management System and maintain records periodically and update on the website.
- vi. In case of non-availability of wireless weighing machine, the scanner system should have an option of manual entry of data pertaining to weight of scanned bags using conventional weighing machine.

b) Operator of CBWTFs

- i. The Operator of a CBWTF should purchase and operate Bar Code Based Waste Management System software. The software should support multiple user logins for each HCF (Occupier), admin login and regulatory login for respective SPCB/PCC/DGAFMS, CPCB, MoEF & CC, Central/State Health Departments. Such logins should be provided to the regulatory authorities voluntarily without any charges. The application software should be loaded at any cloud server or servers of SPCB/PCC as per the discretion of SPCBs/PCCs
- ii. The CBWTF Operator shall procure dedicated bar code scanners or develop suitable app for scanning with mobile phone and integration with central software.
- iii. In case of hospitals i.e., < 30 no. of beds and other HCFs as defined under the BMWM Rules, 2016 and further amendments made thereof, the Operator of a CBWTF providing treatment services to such HCFs shall scan the bar-coded bags/containers containing bio-medical waste.
- iv. The CBWTF Operator shall have to carry scanner along with printer and weighing machine in its transportation vehicle while it is used for collection of waste from member HCFs in accordance with BMWM Rules, 2016 and further amendments made thereof and the CBWTF Operator shall maintain all the records as per BMWM Rules.
- v. Upon completion of scanning and weighing all bags/containers, the scanner system should generate print of a waste receipt automatically which shall be signed and handed over to the HCF immediately. The Operator shall also send the daily waste collection statement or monthly comprehensive statement by email periodically to the Occupier and such data to be maintained in the bar code waste management system.
- vi. Upon receipt of the waste at the facility, each bag shall have to be scanned by the CBWTF Operator prior to its treatment so as to ensure no pilferage during transportation between HCFs and CBWTF premises and updating of data in the bar code waste management

system. For this purpose, the CBWTF operator may explore possibility of installation of automatically scanned verifiers if feasible.

- vii. In case of failure to re-scan of waste at CBWTF for more than 24 hours after collection, an alert should be sent to SPCBs/PCCs.
- viii. The Operator of a CBWTF should have adequate hardware and all necessary provision for maintaining the bar code-based waste management system.
- ix. The CBWTF Operator shall have to maintain all the records for a period of five years as per BMW Rules, 2016.



4.1.3 Integration of proposed enterprise system with external systems

For successful implementation of the enterprise intelligent analytical system for biomedical waste, integration with external systems is imperative.

For consuming data from external systems as well sharing data as per requirement, initially, it is required to integrate the proposed enterprise analytical system with following external systems:

- i) The modules of IMIS system of MPCB including Consent Management system and Manifest system having data about HFCs.
- ii) Vehicle tracking system(s) which manages the tracking of biomedical waste and
- iii) Bar code system which manages the bar code information of the HFCs
- iv) Additional system(s) if any as suggested by MPCB during operation and maintenance

The integration has to be achieved by developing APIs as per requirement complying with all security requirements.

4.1.4 Android and iOS based Mobile App

After Go-Live of the system, updation of the biomedical waste inventory and addition of new waste generators will be an ongoing activity. To address this need, MPCB desires to have mobile based App.

Under this scope, the successful bidder has to design, develop and implement an Android and iOS platform based mobile App with below mentioned functionalities:

- User Management
- Authentication of the user accessing the mobile APP
- Access to this App should be secured
- Facility to create new biomedical waste occupier and update all the information related to this new occupier including capturing geotagged photos
- Facility to update the existing inventory of the biomedical waste occupier
- Bar code scanning functionality to display non-editable information after scanning the bar code on biomedical waste bag. There should be facility to only update weight of the biomedical waste if not available in the bar code.
- The bar code scanning module should comply with below mentioned guidelines / specifications:
 - It should comply with CPCB guidelines
 - The bar code scanner should have the provision of data storage (in case of problem in server connectivity) for its retrieval, as and when required. Once the server system is restored, stored data should be transferred immediately to the server.
 - Bar code Scanner and /or Bar Code Scanner Based Mobile App. should preferably have connectivity (wire or wireless) with the digital weighing machine
 - For each bag scanned by the Bar code scanner and /or Bar Code Scanner Based Mobile App. should automatically transfer the information (which include label information, date, time and weight of each bag/container) to centrally located Bar Code Based Waste Management System software. There should not be any scope for manual intervention of the Occupier/Operator of a CBWTF with respect to the data transfer.
 - If the barcode scanner/app has any breakdown due to problem in network or app or scanner software in transferring the data to the server, in such a case there should be a provision for updating the information through alternate means with prior intimation by the Operator of a CBWTF to SPCB/PCC/DGAFMS.
 - Upon scanning the barcode label, the software system should capture fixed barcode label data (sequence number of label, name of HCF, code of HCF, type of HCF, colour code of waste and location) along with dynamic data pertaining to weight, date, time and GPS coordinates of each bag/container scanned.
 - There should preferably be wire or wireless based connectivity between bar code scanner and weighing machine. The Bar code waste management system should also support manual data entry only in case of weight input, where digital weighing machines could not be provided by CBWTF operator or procured by the Occupier.

- Upon receipt of waste by the CBWTF operator, the system should generate print out of waste receipt at the designated waste collection point or shall send auto-generated receipt by e-mail to the concerned Health Care Facility.
- The interface and navigation should be user-friendly
- It should display the location of the user on GIS map
- It should seamlessly exchange data between the enterprise system
- It should have printing module
- It should be integrated with e-mail server of MPCB
- It should work both online and offline mode. Transfer the offline stored data as and when connected to the central enterprise system

4.1.5 Cloud hosting services for the enterprise system for 5 years

The proposed enterprise system shall be hosted on the public cloud and render services to the users through internet having minimum 10 Mbps bandwidth. The cloud hosting services shall be provided from a MeitY / Government empaneled Cloud Service providers within India.

Within the scope of this cloud hosting services, following major services shall be delivered by the selected bidder:

Following detailed requirement / services shall be delivered within the scope of this RFP with respect to Cloud hosting services:

- End-to-end cloud hosing services for the systems mentioned within the scope of this RFP
- Internet connectivity of minimum 10 Mbps
- Develop, prepare, and provide a Cloud Solution Implementation Plan as per system requirement. The Implementation Plan shall have the detailed design, specifications, drawings, and schedule along with inspection and test plan, risk matrix and risk mitigation strategy, training material and documentation for all deliverables.
- Responsible for the replication of data within the proposed Cloud.
- The storage requirement should be provided as per requirement.
- Provide OS level security as per CSP standard operational procedures as defined in the Information Security Controls for Cloud Managed Services and supporting documentation.
- Necessary support in bringing the machines to login level without losing any data in case of Disaster
- 24 x 7 x 365 support for infrastructure restoration (from self and OEMs used), managed hosting support (including L1, L2, and L3 support), Uptime commitment up to OS levels, managed and monitored backup and backup retention (as per period required by the Purchaser), OS provisioning and management, dedicated security services operations, etc.
- Monitoring and maintenance reports over a monthly basis and as and when required.
- Availability of server logs / records for audits during the contract period.
- Access to monitoring tools for measuring the service levels, application performance, server performance, storage performance and network performance.

- Scaling the server and storage infrastructure up or down based on the needs.
- Cloud platform should provide encryption of all backup files and data and management of encryption keys as a service that can be enabled for the Purchaser that require such a service.
- Monitor and manage backup activity.
- It will be the selected bidder's responsibility to ensure that back up data is in a format that is restorable at Cloud Site or DR Site.
- Selected bidder should offer fine-grained access controls including role-based access control, use of SSL certificates, or authentication with a multi-factor authentication.
- Selected bidder should offer alert services to be configured through email for sharing those events which have crossed utilization threshold limits set for the storage, RAM and processor utilization.

Virtual Machines and Compute

- Virtual Machines (VM) offered should be with the latest generation processor offered by the processor OEM.
- Physical core to vCPU ratio should not be more than 1:2 for all proposed Virtual Machines.
- Ability to automatically increase / scale the number of instances / VMs during demand spikes to maintain performance i.e., 'scale-out'.
- Cloud service architecture should be in such a way that avoids VM outages or downtime when the CSP is performing any kind of hardware or service maintenance at the host level.
- Required Operating System should be offered along with the Virtual Machines and should support both BYOL (Bring Your Own License) as well as PAYG (Pay As You Go). The OS offered should come with continuous updates and upgrades for the entire contract duration.
- The CSP should have capability to provide dedicated hosts in its native Cloud Infrastructure in India, which allows usage of existing third-party software license.
- The CSP Should offer monthly uptime of 99.5% or higher (as published in the CSP's Public Portal).

Storage

- The service shall be available online, on-demand, and dynamically scalable up or down per request for service from the end users
- The service shall be scalable, redundant, dynamic storage
- Bloc Storage with minimum monthly uptime of 99.99% or higher (as published in the CSP's Public Portal)
- Object storage should be replicated across multiple DCs for better resiliency and should be designed for 99.99% availability and 99.99% durability
- Support complete eradication of data such that it is no longer readable or accessible by unauthorized users and / or third parties
- Offer server-side encryption of data 'at-rest', i.e. , data stored on volumes and snapshots

- Offer object storage tiering capability, i.e., the ability to recommend transitioning an object between object storage classes based on its frequency of access
- Scale up and down of storage as per requirements

Cloud monitoring and management services

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

Cloud provisioning:

- The selected bidder shall be responsible for hosting of applications on Cloud and provisioning of required software, infrastructure, bandwidth, licenses and management of services deployment and hosting of the applications, including the underlying application / system software necessary to run the applications.
- It will be required to adequately and optimally size during operation the necessary compute, memory, and storage required, build the minimum sufficient redundancy into the architecture (including storage) and load balancing to meet the service levels always mentioned in the RFP.
- The hosting solution must be designed for rapid elasticity and handle instance failures without downtime beyond the specified threshold.
- The selected bidder needs to carry out the capacity planning to identify and provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.

4.1.6 Security audit of the enterprise system from CERT-IN empaneled agency

It is the responsibility of the selected bidder to get the Security audit, Application Audit & Vulnerability Audit and Penetrating testing of the enterprise web application/website/portal done by a Government CERT-In empaneled security auditor. The selected bidder would be required to share the complete details of the audits along with copies of all communication and bug reports / removal and acceptance by the audit agency, written or otherwise.

All expenses towards security audits shall be borne by the selected bidder initially and to be paid by MPCB after getting the compliance certificate from the audit agency.

The security audit shall be conducted once before GO-Live of the system and annually once during annual maintenance.

4.1.7 Training and capacity building

Under this scope, the selected bidder has to impart training to the MPCB employees / System users before Go-Live and need based refresher trainings after GO-Live by the onsite team.

The training content should include:

- Overview of the production system, software, and overall system architecture to MPCB users.
- A detailed technical demonstration to the MPCB users and other system users.
- A user manual should be provided accessible through portal which should be used as a ready reference guide by the users. The user manual shall be provided in editable format (MS Word) besides providing a hard bound copy.
- The bidder shall provide application training and handholding to new users or refresher training to old users.
- Training material / kits to be used in trainings should be arranged by the selected bidder during training sessions
- Training delivery will be conducted at offices / sites as per the convenience of MPCB. This will happen in logically made groups of attendees and will be finalized by the Agency in consultation with the MPCB.
- Training shall be conducted as specified below:

Sr. No.	Particulars	Description
1.	Training	Training for employees and system users as informed by MPCB Prior to Go- Live and after successful Go-Live as refresher training
2.	Refresher Training	Refresher training shall be imparted by onsite resources as per requirement after Go-Live.

- During trainings, selected bidder should maintain the attendance of the trainees and seek feedback on the effectiveness of the training. In case, overall feedback demands training repetition, it should be arranged without any cost to MPCB. These documents will be verified by MPCB during payment clearance of this milestone.

4.1.8 Operation and maintenance of the proposed system for 5 years

Operation and maintenance of the proposed enterprise system is very important component of this project.

The selected bidder has to manage end-to-end operations of the system through offshore-onsite model. The operation and maintenance of the system includes:

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- Operation and maintenance of the cloud resources
- Operation and maintenance of internet and network
- Operation and maintenance of enterprise system including database, web application, GIS and mobile App
- All the maintenance of the system for 5 years has to be taken care by offshore team without additional cost to MPCB
- All the modifications and changes suggested by the users must be incorporated in the system within mutually agreed timelines. Any deviation in agreed timeline will attract penalty

For operation and maintenance of the system through onsite mode, the selected bidder has to deploy minimum two resources onsite as mentioned below:

1. Project Coordinator / Business Analyst and
2. Data Analyst / GIS expert

Education qualifications and their roles and responsibilities are mentioned below:

a) Educational qualification of onsite Project coordinator/Business Analyst

Sr. No.	Role	Minimum Qualification	Experience
1.	Project Coordinator / Business Analyst	B.E./ B.Tech./ MCA	<ul style="list-style-type: none"> • Minimum 10 Years of IT Project Management experience • Any Project Management Professional certification • Administration and coordination of the project activities onsite • Business Analysis • Project documentation viz. FRS, SRS, Architecture design, UAT, Deployment, etc. • Project experience involving Web technologies, mobile technologies, enterprise web application, business analysis software solutions • Operation and maintenance of the systems • Participation in all release planning and relevant internal testing meetings to ensure critical SDLC/Agile deliverables, testing deliverables and project risks are proactively managed and communicated to key stakeholder • Experience of quality assurance practice and execution methodology in projects Experience in manual and automated testing tools for projects in web and mobile technologies

b) Responsibilities of onsite Project coordinator/Business Analyst

The Project Coordinator / Business Analyst shall be full-time deployed onsite during the operation and maintenance period and shall perform following minimum responsibilities:

- Act as onsite single point of contact for all operation and maintenance related requirements, escalations, communication, and coordination with MPCB
- Requirement gathering from MPCB for all enhancement requirement and ad-hoc requirements and establish, monitor, test, and review all project deliverables
- Get the development / integration done from offshore team, compilation, get it deployed in test and production environments
- Carry out regression testing every time when changes are made to the code to fix defects and additional functionalities
- Plan and manage the onsite project team's activities including work allocation, status monitoring and attendance
- Get design documents, test cases, test scenarios, prioritize testing activities and perform testing accordingly. Communicate the defects with the offshore team for implementation
- Deployment of SSL, management of source code and data centrally without any loss of source code and data
- Evaluate risks and recommend / implement mitigation(s), contingency plans
- Manage quality assurance and ensure compliance with policies and procedures defined by MPCB
- Establish appropriate metrics for measuring key project criteria during operation and maintenance
- Responsible for all project reviews and submission of minutes of the meeting as per requirement
- Review, perform, document the Root Cause Analysis (RCAs) of the reported issues, and share the same to MPCB
- Submission of regular reporting and documentation related to this project
- Must possess knowledge and awareness about the latest IT offerings, tools, and techniques with reference to the project
- Assess the refresh training needs of the MPCB employees about the system, impart trainings and evaluate training effectiveness
- Problem management, continuous system improvement, version control and version validation, risk management, etc.
- Conduct IT security audit, comply with the IT audit recommendations and submit the certificate to MPCB
- Coordinate with stakeholders including system vendors of MPCB
- Ensure smooth data sharing mechanism with integrated system(s)

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- Be reachable during office hours and beyond as per requirement of the project in exceptional cases and assist through online virtual conference, phone call or in person to MPCB officers for system related requirement and tasks
- Fully responsible for end-to-end delivery of required solutions to MPCB during operation and maintenance
- Make presentations and demos as per requirement of the department
- During unplanned system downtime, analyze the issue immediately, offer resolution for the same and inform all the stakeholders complying with SLAs

c) Educational qualification of onsite Data Analyst / GIS expert

Sr. No.	Role	Minimum Qualification	Experience
1.	Data Analyst / GIS expert	Any Graduate	<ul style="list-style-type: none"> • Minimum 5 Years of IT / Database / GIS Project delivery experience • Project documentation viz. FRS, SRS, Architecture design, UAT, Deployment, etc. • Project experience involving Data Analysis, Web technologies, mobile technologies, enterprise web application, • GIS data solution / management • Knowledge of RDBMS used in the project • Operation and maintenance of the systems involving data analysis / GIS • Experience of quality assurance practice and execution methodology in projects Experience in manual and automated testing tools for projects in web and mobile technologies • Handling customer engagements • Self-driven, reaching out to stakeholders • Good communication skill

d) Responsibilities of onsite Data Analyst / GIS expert

- The Data Analyst / GIS expert shall be full-time deployed onsite during the operation and maintenance period and shall perform following minimum responsibilities:
- Provide onsite technical support for the implemented system
- Incorporate the changes in the solution as per requirement of MPCB
- Provide reports, build, and run analysis, etc. from the system as per the requirement of the department
- Be reachable anytime and provide help through online virtual conference, phone call or in person to MPCB users for usage of the system
- Monitor the security aspects of the enterprise system and report to stakeholders and offsite team
- Proactively monitor and note the vulnerabilities in the system and report it to all stakeholders along with resolution
- Debug the solution and offer quick resolution to MPCB within stipulated time to the satisfaction of the user
- As per issues reported by MPCB, carry out root cause analysis (RCA) and submit report
- Actively participate in all the meetings convened by MPCB
- With expert knowledge, resolve the queries and offer support to users related to web, mobile applications, integrations, data and GIS
- In the form of document, maintain complete trail of the requirement along with its implementation
- I coordination with offshore team, maintain and support application according to changing business requirements
- Make presentations and demos as per requirement of the MPCB
- Develop system problem reports and offer recommendations
- Design and develop ad-hoc data analytical reports suggested by MPCB
- Incorporate changes in GIS data as per requirement
- Carry out Unit Testing of enhancements, new analytics / modules / functions of the application
- Support users by developing documentation
- Impart training to the users
- Coordinate with stakeholders

4.2 Implementation Schedule and Project Timelines

Selected bidder/agency should ensure the implementation as per below timeline, inability to follow will attract the penalty as mentioned below in the SLA's defined. There will be 1 month's SLA holiday period given to vendor to stabilize the system after operational acceptance. SLA will be applicable after this 1-month period.

Sr. No.	Milestones	Description	Timelines
1.	Day of receipt of Letter of Acceptance		T0
2.	Submission of detailed project plan and detailed SRS, and mobilization of survey resources to collect inventory of biomedical waste generators		T0+ 2 Weeks
Inventorization of biomedical waste generators through field survey			
3.	Digital data (inventory) delivery for group A zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group A.	T0+ 6 Months
4.	Digital data (inventory) delivery for group B zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group B.	T0+ 6 Months
5.	Digital data (inventory) delivery for group C zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group C.	T0+ 6 Months
6.	Digital data (inventory) delivery for group D zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group D.	T0+ 6 Months
7.	Digital data (inventory) delivery for group E zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group E.	T0+ 6 Months
8.	Digital data (inventory) delivery for group F zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group F.	T0+ 6 Months
Enterprise Integrated Analytical System			
9.	GIS map service	Implementation of GIS map service covering Maharashtra having rich basemap information	T0+ 7 Months

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10.	System supporting database	RDBMS (open source) supporting the proposed system	T0+ 7 Months
11.	Integration with systems implemented by MPCB	Integration of the proposed Enterprise Integrated Analytical System with system implemented by MCB including Consent Management System, Bar code system and VTMS	T0+ 7 Months
12.	Web GIS enabled, integrated Enterprise Bio-medical waste Analytical system	Bespoke development, testing, installation, and commissioning / GO-Live of Web GIS enabled, integrated Enterprise Bio-medical waste Analytical system as per scope of work mentioned under scope of work.	T0+ 7 Months
13.	Mobile App	Design, development and implementation of Android and iOS based mobile App for inventory update by the generators including Bar code generation, printing and scanning.	T0+ 7 Months
14.	Stabilization of the Web GIS enabled integrated Enterprise Bio-medical waste Analytical system	Stabilization of the Web GIS enabled integrated Enterprise Bio-medical waste Analytical system for 1 month after GO-LIVE involving bug fixing, feedback incorporation and streamlining system before start of Annual Maintenance	T0+ 8 Months
15.	Hosting of the Enterprise Integrated Analytical System on public cloud	Cloud hosting services for the Enterprise Analytical system considering 3 Servers + storage for 5 years. Including minimum 10 Mbps internet	(T0+ 8 months) + 5 years
Other Components			
16.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and annually once during O&M / Annual Maintenance Contract (AMC).	1 st certification – before GO-Live. 2 nd , 3 rd , 4 th and 5 th audit at the start of corresponding AMC year.
17.	Training and Handholding	Impart training to the MPCB employees before Go-Live and submission of training documents.	Before GO-Live
18.	Operation and Maintenance of the enterprise system	End-to-end Operation and Maintenance of the Enterprise Integrated Analytical System for 5 years including cloud hosting through offshore model	5 years after GO-Live
19.	Operation and Maintenance of the enterprise system by deploying 2 resources onsite	Operation and Maintenance of the enterprise system by deploying 2 resources onsite post Go-Live during annual maintenance contract of 5 years as under: ✓ Project Coordinator/Business Analyst/Sr. Data Analyst ✓ Data Analyst / GIS expert	5 years after GO-Live

4.3 Deliverables

Within the scope of this RFP, the selected bidder has to deliver following:

Sr. No.	Milestones	Description	Deliverables
1.	Submission of detailed project plan and detailed SRS, and mobilization of survey resources to collect inventory of biomedical waste generators		<ul style="list-style-type: none"> Detailed Project Plan in .pdf format and printed form Requirement document as FRS and SRS in .pdf format and printed form Resources Mobilization report.pdf format and printed form
Inventorization of biomedical waste generators through field survey			
2.	Digital data (inventory) delivery for group A zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group A.	<ul style="list-style-type: none"> Surveyed (MIS) data in tabular format (.xls) Vector GIS data in OGC format with the MIS data linked to corresponding HCF Scanned copy data as .JPEG/.pdf Geotagged photos in.JPEG / .tiff format
3.	Digital data (inventory) delivery for group B zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group B.	<ul style="list-style-type: none"> Surveyed (MIS) data in tabular format (.xls) Vector GIS data in OGC format with the MIS data linked to corresponding HCF Scanned copy data as .JPEG/.pdf Geotagged photos in.JPEG / .tiff format
4.	Digital data (inventory) delivery for group C zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group C.	<ul style="list-style-type: none"> Surveyed (MIS) data in tabular format (.xls) Vector GIS data in OGC format with the MIS data linked to corresponding HCF Scanned copy data as .JPEG/.pdf Geotagged photos in.JPEG / .tiff format
5.	Digital data (inventory) delivery for group D zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including	<ul style="list-style-type: none"> Surveyed (MIS) data in tabular format (.xls) Vector GIS data in OGC

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		geo-tagged photos, snaps, etc. and associated report from the zone defined under group D.	<p>format with the MIS data linked to corresponding HCF</p> <ul style="list-style-type: none"> Scanned copy data as .JPEG/.pdf Geotagged photos in .JPEG / .tiff format
6.	Digital data (inventory) delivery for group E zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group E.	<ul style="list-style-type: none"> Surveyed (MIS) data in tabular format (.xls) Vector GIS data in OGC format with the MIS data linked to corresponding HCF Scanned copy data as .JPEG/.pdf Geotagged photos in .JPEG / .tiff format
7.	Digital data (inventory) delivery for group F zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group F.	<ul style="list-style-type: none"> Surveyed (MIS) data in tabular format (.xls) Vector GIS data in OGC format with the MIS data linked to corresponding HCF Scanned copy data as .JPEG/.pdf Geotagged photos in .JPEG / .tiff format
Enterprise Integrated Analytical System			
8.	GIS map service	Implementation of GIS map service covering Maharashtra having rich basemap information	Base Map service to be consumed in the application
9.	System supporting database	RDBMS (open source) supporting the proposed system	RDBMS (open source) compatible with the proposed system
10.	Integration with systems implemented by MPCB	Integration of the proposed Enterprise Integrated Analytical System with system implemented by MCB including Consent Management System, Bar code system and VTMS	API based integration and implementation of functionalities in the system. (API source code)
11.	Web GIS enabled, integrated Enterprise Bio-medical waste Analytical system	Bespoke development, testing, installation, and commissioning / GO-Live of Web GIS enabled, integrated Enterprise Bio-medical waste Analytical system as per scope of work mentioned under scope of work.	<ul style="list-style-type: none"> Production application Source code of the production application Data dictionary in .pdf format Metadata in .pdf format User manual in .pdf format Database design in standard

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			<p>format</p> <ul style="list-style-type: none"> Database in export format
12.	Mobile App	Design, development and implementation of Android and iOS based mobile App for inventory update by the generators including Bar code generation, printing and scanning.	<ul style="list-style-type: none"> Production App Source code of the production App Metadata in .pdf format User manual in .pdf format
13.	Stabilization of the Web GIS enabled integrated Enterprise Bio-medical waste Analytical system	Stabilization of the Web GIS enabled integrated Enterprise Bio-medical waste Analytical system for 1 month after GO-LIVE involving bug fixing, feedback incorporation and streamlining system before start of Annual Maintenance	<ul style="list-style-type: none"> Production application Source code of the production application Data dictionary in .pdf format Metadata in .pdf format User manual in .pdf format Database design in standard format Database in export format
14.	Hosting of the Enterprise Integrated Analytical System on public cloud	Cloud hosting services for the Enterprise Analytical system considering 3 Servers + storage for 5 years. Including minimum 10 Mbps internet	<ul style="list-style-type: none"> Cloud hosting service for the enterprise system Weekly/Monthly service reports
Other Components			
15.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and annually once during O&M / Annual Maintenance Contract (AMC).	<ul style="list-style-type: none"> Audit compliance certificate Compliance report
16.	Training and Handholding	Impart training to the MPCB employees before Go-Live and submission of training documents.	<ul style="list-style-type: none"> User level training Training manual Training feedback forms
17.	Operation and Maintenance of the enterprise system	End-to-end Operation and Maintenance of the Enterprise Integrated Analytical System for 5 years including cloud hosting through offshore model	<ul style="list-style-type: none"> O&M service complying with the requirements Weekly / Monthly reports Incorporation changes in the system as per requirement
18.	Operation and Maintenance of the enterprise system by deploying 2 resources onsite	<p>Operation and Maintenance of the enterprise system by deploying 2 resources onsite post Go- Live during annual maintenance contract of 5 years as under:</p> <ul style="list-style-type: none"> ✓ Project Coordinator/Business Analyst/Sr. Data Analyst ✓ Data Analyst / GIS expert 	<ul style="list-style-type: none"> O&M service complying with the requirements Weekly / Monthly reports Incorporation changes in the system as per requirement Attendance report of the onsite resources

4.4 Payment Terms

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

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

Sr. No.	Milestones	Description	Timelines	Payment Terms
1.	Day of receipt of Letter of Acceptance		T0	NA
2.	Submission of detailed project plan and detailed SRS, and mobilization of survey resources to collect inventory of biomedical waste generators		T0+ 2 Weeks	NA
Inventorization of biomedical waste generators through field survey				
3.	Digital data (inventory) delivery for group A zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group A.	T0+ 6 Months	80% against successful Quality Acceptance of the inventory data in digital form by MPCB on randomly selected 15% of the delivered data including accuracy of spatial and non-spatial data accuracy specified in this RFP. Remaining 20% after 3 months post stabilization of the system. Along with the bill, successful bidder has to submit digital data, corresponding documents, metadata and data acceptance signoff by MPCB.

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Sr. No.	Milestones	Description	Timelines	Payment Terms
4.	Digital data (inventory) delivery for group B zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group B.	T0+ 6 Months	80% against successful Quality Acceptance of the inventory data in digital form by MPCB on randomly selected 15% of the delivered data including accuracy of spatial and non-spatial data accuracy specified in this RFP. Remaining 20% after 3 months post stabilization of the system. Along with the bill, successful bidder has to submit digital data, corresponding documents, metadata and data acceptance signoff by MPCB.
5.	Digital data (inventory) delivery for group C zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group C.	T0+ 6 Months	80% against successful Quality Acceptance of the inventory data in digital form by MPCB on randomly selected 15% of the delivered data including accuracy of spatial and non-spatial data accuracy specified in this RFP. Remaining 20% after 3 months post stabilization of the system. Along with the bill, successful bidder has to submit digital data, corresponding documents, metadata and data acceptance signoff by MPCB.
6.	Digital data (inventory) delivery for group D zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group D.	T0+ 6 Months	80% against successful Quality Acceptance of the inventory data in digital form by MPCB on randomly selected 15% of the delivered data including accuracy of spatial and non-spatial data accuracy specified in this RFP. Remaining 20% after 3 months post stabilization of the system. Along with the bill, successful bidder has to submit digital

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Sr. No.	Milestones	Description	Timelines	Payment Terms
				data, corresponding documents, metadata and data acceptance signoff by MPCB.
7.	Digital data (inventory) delivery for group E zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group E.	T0+ 6 Months	80% against successful Quality Acceptance of the inventory data in digital form by MPCB on randomly selected 15% of the delivered data including accuracy of spatial and non-spatial data accuracy specified in this RFP. Remaining 20% after 3 months post stabilization of the system. Along with the bill, successful bidder has to submit digital data, corresponding documents, metadata and data acceptance signoff by MPCB.
8.	Digital data (inventory) delivery for group F zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group F.	T0+ 6 Months	80% against successful Quality Acceptance of the inventory data in digital form by MPCB on randomly selected 15% of the delivered data including accuracy of spatial and non-spatial data accuracy specified in this RFP. Remaining 20% after 3 months post stabilization of the system. Along with the bill, successful bidder has to submit digital data, corresponding documents, metadata and data acceptance signoff by MPCB.
Enterprise Integrated Analytical System				
9.	GIS map service	Implementation of GIS map service covering Maharashtra having rich basemap information	T0+ 7 Months	90% against successful GO-Live and remaining 10% after acceptance of stabilization. Along with the bill, successful bidder has to submit
10.	System supporting database	RDBMS (open source) supporting the proposed system	T0+ 7 Months	documents SRS, User Manual, UAT signoff, Test

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Sr. No.	Milestones	Description	Timelines	Payment Terms
11.	Integration with systems implemented by MPCB	Integration of the proposed Enterprise Integrated Analytical System with system implemented by MCB including Consent Management System, Bar code system and VTMS	T0+ 7 Months	cases, System and Database design document, Stabilization acceptance by the MPCB.
12.	Web GIS enabled, integrated Enterprise Bio-medical waste Analytical system	Bespoke development, testing, installation, and commissioning / GO-Live of Web GIS enabled, integrated Enterprise Bio-medical waste Analytical system as per scope of work mentioned under scope of work.	T0+ 7 Months	
13.	Mobile App	Design, development and implementation of Android and iOS based mobile App for inventory update by the generators including Bar code generation, printing and scanning.	T0+ 7 Months	90% against successful GO-Live and remaining 10% after acceptance of stabilization. Along with the bill, successful bidder has to submit documents SRS, User Manual, UAT signoff, Test cases, System and Database design document, acceptance by the MPCB.
14.	Stabilization of the Web GIS enabled integrated Enterprise Bio-medical waste Analytical system	Stabilization of the Web GIS enabled integrated Enterprise Bio-medical waste Analytical system for 1 month after GO-LIVE involving bug fixing, feedback incorporation and streamlining system before start of Annual Maintenance	T0+ 8 Months	10% that was remaining for payment after GO-Live after completion of stabilization period. Successful bidder has to submit documents about incorporation of all the suggestions by MPCB, identified bugs if any, changes if any which are approved by MPCB.
15.	Hosting of the Enterprise Integrated Analytical System on public cloud	Cloud hosting services for the Enterprise Analytical system considering 3 Servers + storage for 5 years. Including minimum 10 Mbps internet	(T0+ 8 months) + 5 years	NA. The payment terms are defined below under Sr. No. 17.
Other Components				
16.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and annually once during	1 st certification – before GO-Live.	100% against submission of the Security audit certificate issued by CERT-IN empaneled agency.

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Sr. No.	Milestones	Description	Timelines	Payment Terms
		O&M / Annual Maintenance Contract (AMC).	2 nd , 3 rd , 4 th and 5 th audit at the start of corresponding AMC year.	Along with the bill, successful bidder has to submit documents including Certificate, audit observations by the CERT-IN empaneled agency and closure of the audit observations.
17.	Training and Handholding	Impart training to the MPCB employees before Go-Live and submission of training documents.	Before GO-Live	100% against completion of training to MPCB users. Along with the bill, successful bidder has to submit documents including training material, training attendance, training assessment form signed by individual trainee.
18.	Operation and Maintenance of the enterprise system	End-to-end Operation and Maintenance of the Enterprise Integrated Analytical System for 5 years including cloud hosting through offshore model	5 years after GO-Live	100% on quarterly basis after completion of the quarter. Along with bill, successful bidder has to submit documents including Monthly system activity report about system, system performance report as per defined schedule and monthly report on queries resolution
19.	Operation and Maintenance of the enterprise system by deploying 2 resources onsite	Operation and Maintenance of the enterprise system by deploying 2 resources onsite post Go- Live during annual maintenance contract of 5 years as under: <ul style="list-style-type: none"> ✓ Project Coordinator/Business Analyst/Sr. Data Analyst ✓ Data Analyst / GIS expert 	5 years after GO-Live	100% on quarterly basis after completion of the quarter. Along with bill, successful bidder has to submit documents including Monthly activity report, attendance sheet of the onsite resources and monthly report on queries resolution / incorporation of changes.

4.5 Regulation and Licensing

The Successful Bidder shall arrange for all the necessary legal, regulatory, and licensing clearances for the trouble free/hassle free operations. All Licenses/accounts procured shall be in name of MPCB.

4.6 Penalties/ SLAs

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

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

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

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

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

- Pre-implementation SLA**

Definition	Timely Delivery of Deliverable Items would comprise of all type of deliverables including Application Software and Survey
Service Level Requirement	All the deliverables defined in the contract has to be submitted on time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in number of weeks of delay from the date of submission as defined in the project contract.
Penalty for non-achievement of SLA Requirement	Delay of services by every week would attract a penalty per week as explained below: For all types of deliverables: 2 X Per Week Penalty For system Software = 2 X Per Week Penalty For survey related deliverables = Per week Penalty For non-deployment / change of onsite deployed resource during maintenance period = Per Week Penalty after one month of penalty holiday

Definition	Timely Delivery of Deliverable Items would comprise of all type of deliverables including Application Software and Survey
	<p>The total penalty would be generated by the product of the above and the number of weeks delay.</p> <ul style="list-style-type: none"> The Penalty per week for delay in any Software component is Rs. 5,000/- The Penalty per week for delay in all types of deliverables is Rs. 5,000/- The Penalty per week for delay in deliverables related survey is Rs. 5,000/- The Penalty per week for non-deployment / change of onsite deployed resource during maintenance period after one month of penalty holiday is Rs. 5,000/- per resource. If the concerned qualified and experienced resources are not deployed even after continuous 8 weeks post one month holiday, MPCB may terminate the contract. The final decision for termination will be Hon'ble Member Secretary, MPCB. <p>Non availability of any input from MPCB side will not be considered as SLA breach, however the same has to be substantiated.</p>

• **Post-implementation SLA**

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

• **System Uptime**

The selected bidder shall ensure that the enterprise system is up and functional 24x7 both in terms of hardware as well as application software. For the purpose of service level assurance, the downtime shall be calculated on quarterly basis. The overall up time of enterprise system should maintain a minimum of 96% or more on quarterly basis. The table below shows the calculation for the down time and applicable penalty in term of percentage (%).

Sr. No.	Uptime of System	Per Month Penalty
1.	96% or more	NIL
2.	>=94% & < 96%	2% of the total quarterly payment (on quarterly basis)
3.	>=92% & < 94%	4% of the total quarterly payment (on quarterly basis)
4.	>=91% & < 92%	6% of the total quarterly payment (on quarterly basis)
5.	>=90% & < 91%	8% of the total quarterly payment (on quarterly basis)
6.	< 90%	10% of the total quarterly payment (on quarterly basis)

• **Resolution Time**

<p>Service Level Requirement</p>	<p>Any query after being given a response should be classified for resolution in following three categories.</p> <p>(i) Resolution Level 1 (R1): Queries regarding issues which has the greatest impact wherein the user is not able to perform his/her regular work; For example, unable to access the system, unable to login into the system due to errors in software, etc.</p> <p>(ii) Resolution Level 2 (R2): Queries regarding issues which has medium impact wherein the user is partially able to perform his/her regular work; For example, user is able to login and perform most of his normal work but can't export a certain document.</p> <p>(iii) Resolution Level 3 (R3): Queries regarding issues which have the least/no impact involving cosmetic changes. For example, required object is not visible on the map etc.</p> <p>The Bidder should provide service as per the following standards –</p> <table border="1" data-bbox="565 947 1144 1121"> <thead> <tr> <th>Type of query</th><th>Resolution time</th></tr> </thead> <tbody> <tr> <td>R1</td><td>2 Day</td></tr> <tr> <td>R2</td><td>3 Days</td></tr> <tr> <td>R3</td><td>4 Days</td></tr> </tbody> </table> <p>(R1, R2, R3 will be decided with Successful bidder afterwards).</p>	Type of query	Resolution time	R1	2 Day	R2	3 Days	R3	4 Days
Type of query	Resolution time								
R1	2 Day								
R2	3 Days								
R3	4 Days								
<p>Measurement of Service Level Parameter</p>	<p>The service level would be defined in the number of days calculated from the date of logging the call/raising the request with the Contractor including holidays.</p>								
<p>Penalty for non-achievement of SLA requirement</p>	<p>Delay of every day would attract a penalty per day as per the following: For R1 = Rs. 1000/- Per day Penalty For R2 = Rs. 500/- Per day Penalty For R3 = Rs. 250/- Per day Penalty</p> <p>The software / tool / regular reports shall be provided by the bidder for calculating the down time of system.</p>								

4.7 Compliance with Standards

The selected bidder shall build the system along with integrations by following the best industry standards while designing and developing.

Language Support: The application to be developed during implementation should support English and Marathi languages with the option to select it as per user's choice.

Access and Interface: The access and interface of the application should be user-friendly, intuitive and equipped with help / support facilities.

Browser Compatibility: The application should support latest versions of all popular browsers primarily Microsoft Edge, Google Chrome, and Mozilla Firefox. It should also be multi-channel, compatible to web as well as mobile devices. The application shall work on various platforms, and resolution. Below mentioned components should be taken care of while selecting the technology for the application:

a. Platform Flexibility

- i. Web-centric and compliance with Service Oriented Architecture (SOA) and Web-services
- ii. Open Standards and Interoperability must be the consideration while designing
- iii. Extensible Mark-up Language (XML) based standard shall be used wherever applicable

b. Interoperability

- i. Usage of standard Application Programming Interface (API)
- ii. Service-oriented architecture (SOA) based
- iii. Support for multiple industry standard databases and Unicode compliance

c. Adherence to various standards

The selected bidder shall ensure that the application being developed within the scope of this RFP should comply with IT standards and guidelines published by the department of Electronics and Information Technology, Government of India (www.meity.gov.in) and other applicable standards as listed below as well as the Meta Data and Data Standards (MDDS).

The website/Portal shall be fully compliant as per the following Guidelines:

1. e-Governance Standards of GoI
2. Framework for Mobile governance issued by GOI- Jan 2012
3. e-Governance Policies of GoI and GoM / DIT
4. GoI Guidelines of Websites
5. W3C Standards
6. WCAG standards like 2.0 AA, xHTML1.0
7. Website Guidelines by DIT, GOM

4.8 Handling of Bidder Grievances/Dispute Resolution

1. To look after the grievances of the Bidder, MPCB shall form a three-tier Committee comprising of:
 - Tier 1 Committee – Regional Officer, Sub-Regional Officer, AAO/Head Accountant
 - Tier 2 Committee – Administrative Officer, Chief Accounts Officers, Law Officer/Office Superintendent
 - Tier 3 Committee - The Member Secretary, MPCB
2. All grievances, clarifications shall be addressed to Tier 1 Committee first. In case of no satisfactory resolution, it shall be passed on to Tier 2 Committee.
3. In case no satisfactory resolution is received by the Successful Bidder through the two-Tier Committee, the matter shall be taken up with Hon'ble MS, MPCB. The decision of Hon'ble MS in this regard shall be final and binding.

5 General Conditions of Contract

5.1 General Guidelines

1. It is presumed that the Bidder has carefully studied all condition before quoting.
2. If the Bidder has any doubts, whatsoever, as to the contents of the contract he is deemed to have in good time i.e., before submitting his tender, get his doubts clarified authoritatively from the Contact Person in writing. Once the tender is submitted by Bidder, the matter will be decided according to the tender conditions.
3. No extra claims shall be accepted as regards specifications, infrastructure, royalties etc.

5.2 Interpretation

In this Contract unless a contrary intention is evident:

1. The clause headings are for convenient reference only and do not form part of this Contract.
2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses.
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time.
4. A word in the singular includes the plural and a word in the plural includes the singular.
5. A word importing a gender includes any other gender.
6. A reference to a person includes a partnership and a body corporate.
7. A reference to legislation includes legislation repealing, replacing or amending that legislation.
8. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
9. In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

5.3 Key Performance Measurements

1. Unless specified by the Employer to the contrary, the Successful Bidder shall for providing unskilled and skilled Third-Party Human Resources, perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, and the Service Specifications as laid down under Service Level Agreement.
2. If the Contract / Service Specification include more than one document, then unless the Employer specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3. The Employer reserves the right to amend any of the terms and conditions in relation to the Contract / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

5.4 Commencement & Progress

The Successful Bidder shall commence the performance of its obligations in a manner as specified in the Scope of Work.

1. The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
2. The Bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and that the Bidder's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
3. The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence and efficiency. The Successful Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Employer and shall, at all times, support and safeguard the Employer's legitimate interests in any dealings with Third parties.

5.5 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Neither Party shall publish nor permit to publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration, or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party.

5.6 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MPCB in relation to, or matters arising out of, or concerning the bidding process. MPCB will treat all information submitted as part of the bid in confidence and will require all those who have access to such material to treat the same in confidence. MPCB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MPCB or as may be required by law or in connection with any legal process.

5.7 Ethics

Successful Bidder represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or Board, or its nominated agencies in connection with this RFP and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Employer standard policies and may result in cancellation of this Agreement.

5.8 Work Timing

Successful Bidder shall ensure onsite support and services for minimum Eight (8.5) hours [MPCB's working hours] on all MPCB's working days during operation and maintenance of systems, backup and restoration, security monitoring, reporting services, etc. or up to resolution of the problem.

In addition to regular working hours, the Successful Bidder should ensure onsite support or over telephone / virtual meeting or any other communication medium anytime as and when needed after working hrs. or on holidays.

The deployed onsite staff of selected System Integrator must comply with all the guidelines issue by the department time-to-time.

5.9 MPCB's Obligations

1. MPCB nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
2. MPCB shall ensure that timely approval is provided to the Successful Bidder as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
3. MPCB's representative shall interface with the Successful Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. MPCB shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Employer is proper and necessary.
4. MPCB may provide on Successful Bidder's request, particulars/information/ or documentation that may be required by the Successful Bidder for proper planning and execution of work and for providing services covered under this contract and for which the Successful Bidder may have to coordinate with respective vendors.
5. MPCB may provide to the Successful Bidder, sitting space and basic infrastructure at their office location.

5.10 Events of default by the Successful Bidder

The failure on the part of the Successful Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Successful Bidder. The events of default as mentioned above may include inter-alia the following:

1. The Successful Bidder or its team has failed to perform any instructions or directives issued by the Employer which it deems proper and necessary to execute the scope of work or provide services under the Contract, or.
2. The Successful Bidder or its team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Successful Bidder has fallen short of matching such standards / benchmarks / targets as the Employer may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the Successful Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements, or any other criteria as defined by the Employer.
3. The Successful Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Employer, despite being served with a default

- notice which laid down the specific deviance on the part of the Successful Bidder's team to comply with any stipulations or standards as laid down by the Employer; or
4. The Successful Bidder's team has failed to adhere to any amended direction, instruction, modification, or clarification as issued by the Employer during the term of this Contract and which the Employer deems proper and necessary for the execution of the scope of work under this Contract.
 5. The Successful Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender, and this Contract.
 6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Successful Bidder.
 7. The Successful Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
 8. The Successful Bidder's team are involved in fraud/wilful misconduct.
 9. Where there has been an occurrence of such defaults inter alia as stated above, the Employer shall issue a notice of default to the Successful Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
 10. Where despite the issuance of a default notice to the Successful Bidder by the Employer the Successful Bidder fails to remedy the default to the satisfaction of the Successful Bidder, the Employer may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Employer.

5.11 Consequences of Default

Where an Event of Default subsists or remains uncured, the Employer shall be entitled to:

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Successful Bidder. The Successful Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Successful Bidder under the Contract by a written notice of suspension to the Successful Bidder, provided that such notice of suspension:
 - a. Shall specify the nature of the failure; and
 - b. Shall request the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Successful Bidder.

Any decision taken by Hon'ble Member Secretary, MPCB shall be final and binding on the Successful Bidder.

5.12 Audit, Access, and Reporting

1. Purpose

- a) This section details the audit, access and reporting rights of Employer and the respective obligations of Successful Bidder under the contractual terms of Project Implementation, Operation and SLA Management.
- b) Employer may engage a suitable, neutral, and technically competent third-party agency or agencies for conducting audit and certification, upon intimation by the Successful Bidder that the system implementation is complete.
- c) The Bidder being notified of any deviations from the agencies nominated by Employer regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.
- d) All the cost for third party agencies will be borne by the Successful Bidder.

2. Notice and Timing

- a) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase in accordance with such agreed timetable and shall not be required to give the Successful Bidder any further notice of carrying out such audits. The cost of third-party audits has to be borne by the Successful Bidder.
- b) The Employer or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Bidder, a security violation, or breach of confidentiality obligations by the Bidder, provided that the requirement for such an audit is notified in writing to the Bidder a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Bidder considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure.
- c) The frequency of audits shall be decided by the Employer
- d) In addition to the above, there will be audits conducted by statutory bodies (e.g., CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the Bidder will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by Employer, in writing.
- e) The audit and access rights contained shall survive the termination or expiration of the Agreement.

3. Access

- a) The Successful Bidder shall provide Employer access to documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.

- b) Employer shall have the right to copy and retain copies of any relevant records. The Successful Bidder shall co- operate with Employer in effecting the audits and providing necessary information.

5.13 Other Conditions

5.13.1 Indemnity

The Successful Bidder shall indemnify the MPCB against the all actions, suits, claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Successful Bidder in the execution of or in the connection with the work of this Contract and against lose or damage to the MPCB in consequences of any action or suit being brought against the contractor anything done or omitted to be done in execution of the work of this contract.

5.13.2 Corrupt or Fraudulent Practices

MPCB requires that Successful Bidders/Suppliers/Contractors under contracts, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of this policy MPCB.

Defines, for the purposes of this provision, the terms set forth below as follows

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract.
- Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

5.13.3 Jurisdiction of Courts

In case of any claim, dispute or difference rising in respect of the contract, the case of action there of shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in the city of Mumbai only.

5.13.4 License

The Successful Bidder shall have to bear software license cost, if any for fulfilment of the contract.

5.13.5 Risk & Cost

- In case the Bidder fails to deliver the quantity of resources as mentioned in the RFP, MPCB reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of the contractor.

- If it is observed that the Contractors carrying out the work fails to comply with instructions given by the MPCB authorities during execution of work twice, the work will be carried out at the risk and cost of the contract & penal action will be taken against them. The above condition will be in addition to the relevant condition in General Conditions of the Contract regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the contractors relating to any matter arising out of the Contract.

5.13.6 Conflict of Interest

Successful Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Applicant or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with MPCB. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Successful Bidder to complete the requirements as given in the application document.

5.13.7 Confidentiality

- The Successful Bidder will be exposed, by virtue of the agreed activities as per the application document, to internal business information of MPCB and other Government Departments. The Bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The Successful Bidder must safeguard the confidentiality of the MPCB's and Government Department's business information, applications, and data. For this, Bidder is required to sign non-disclosure agreement with MPCB and Government Department (for the respective project).
- Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the Empanelment. The MPCB may apart from blacklisting the Successful Bidder, initiate legal action against the Successful Bidder for breach of trust. The Successful Bidder shall also not make any news release, public announcements or any other reference on application document or empanelment agreement without obtaining prior written consent from the MPCB.
- Bidder shall use reasonable care to protect confidential information from unauthorised disclosure and use.

5.13.8 Arbitration

If, due to unforeseen reasons, problems arise during the progress of the empanelment/project execution leading to disagreement between the MPCB and the Successful Bidder, the latter shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute through the two-Tier Committee formed by MPCB, the dispute/claim etc. relating to the contract/engagement shall be referred to the Hon'ble member secretary of MPCB whose decision shall be final and binding on both the parties.

5.13.9 Governing law and Jurisdiction

This Empanelment Award and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of Mumbai, India.

5.13.10 Limitation of Liability

1. The liability of Successful Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value (contract with the Government Department). The liability cap given under this Clause shall not be applicable to the indemnification obligations.
2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
3. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Empanelment Award by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

5.13.11 Variation in Agreement Quantity & its Payment

1. Modification to Contract to be in writing: In the event of any of the provisions of the Contract requiring to be modified after the contract documents have been signed, modifications shall be made in writing and signed by MPCB.
2. Powers of Modification to contract: MPCB shall be entitled by order in writing to enlarge or extend, diminish or reduce scope.

5.13.12 Extension of timelines

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by Contractor to the employer. If failure, on the part of contractor, to complete scope of work in proper time shall have arisen from any cause which the MPCB may admit as reasonable ground for an extension of the time, MPCB may allow such additional time as it considers to be justified by circumstances.

5.13.13 Relationships

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “MPCB” and the “Successful Bidder”. No partnership shall be constituted between MPCB and the Bidder by virtue of this empanelment nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has

any such power. The Successful Bidder shall be fully responsible for the services performed by them or on their behalf.

Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party's prior written approval.

5.13.14 Termination

1. MPCB may, without prejudice to any other remedy for breach of Contract, terminate the Contract in case of the occurrence of any of the events specified in paragraphs (2) through (9) of this GCC Clause 5.12.15 In such an occurrence, MPCB shall give not less than 15 days' written notice of termination to the Successful Bidder.
2. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as MPCB may have subsequently approved in writing.
3. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If the Successful Bidder, in the judgment of MPCB, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If the Successful Bidder submits to the MPCB a false statement which has a material effect on the rights, obligations or interests of MPCB.
6. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MPCB.
7. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, MPCB may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MPCB may decide to give one chance to the Successful Bidder to improve the quality of the services.
8. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
9. In the event MPCB terminates the Contract in whole or in part, pursuant to GCC Clause, MPCB may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to MPCB for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
10. The Successful Bidder may also raise request for termination of contract by giving three (3) months written notice citing valid/appropriate reasons. The termination request shall be subject to review by Hon'ble MS, MPCB before accepting and granting the same.

5.13.15 Assignment

The Successful Bidder shall not assign, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the other party.

5.13.16 Force Majeure

A Force Majeure event shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and /or Political Event.

1. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Employer will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
3. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
4. The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Bidder's fault or negligence and not foreseeable.
6. Such events may include, but are not limited to:

i. Non-Political Events:

A Non-Political Event shall mean one or more of the following acts or events:

- a. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external).
- b. strikes or boycotts (other than those involving the Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of [24 (twenty-four)] hours and an aggregate period exceeding [7 (seven)] days in an Accounting Year
- c. any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the selected bidder by or on behalf of such Contractor.

- d. any delay or failure of an overseas Contractor to deliver rolling stock or equipment in India if such delay or failure is caused outside India by any event specified in Sub clause (a) above and which does not result in any offsetting compensation being payable to or on behalf of such Contractor.
- e. any judgement or order of any court of competent jurisdiction or statutory authority made against the successful Bidder in any proceedings for reasons other than (i) failure of the successful Bidder to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights by the Authority; the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection;

ii. Indirect Political Event.

An Indirect Political Event shall mean one or more of the following acts or events:

- a. an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage.
- b. any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible.
- c. industry-wide or State-wide strikes or industrial action for a continuous period of [24(twenty-four)] hours and exceeding an aggregate period of [7 (seven)] days in an Accounting Year.
- d. any civil commotion, boycott or political agitation which prevents for providing unskilled and skilled Third-Party Human Resources or fulfilment of Maintenance Obligations by the Successful Bidder for an aggregate period exceeding [15 (fifteen)] days in an Accounting Year.
- e. failure of the Authority to permit the successful Bidder to continue its construction works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason.
- f. any Indirect Political Event that causes a Non-Political Event; or
- g. Any event or circumstances of a nature analogous to any of the foregoing.

iii. Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- a. Change in Law, wherein the provisions mentioned in the RFP cannot be applied.
- b. compulsory acquisition in national interest or expropriation of any Project Assets or rights of the entire scheme

- c. unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by successful Bidder to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the successful Bidder inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;
 - d. Any event or circumstance of a nature analogous to any of the foregoing.
 - e. Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lockouts and freight embargoes.
7. If a Force Majeure situation arises, the Successful Bidder shall promptly notify the MPCB in writing of such conditions and the cause thereof within twenty calendar days.
 8. Unless otherwise directed by the MPCB in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
 9. If the duration of delay continues beyond a period of three months, Board and the Successful Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MPCB, shall be final and binding on the Successful Bidder.

5.13.17 Non-Fulfillment of Conditions Precedent

1. In the event that any of the obligations of the Successful Bidder has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Employer fully or partially, this Agreement shall cease to have any effect as of that date.
2. In the event that the Agreement fails to come into effect on account of nonfulfillment of the Successful Bidder's obligations with regards to implementation schedule, Employer shall not be liable in any manner whatsoever to the Successful Bidder and Employer shall forthwith invoke the Performance Security Deposit (Bank Guarantee) and forfeit the guaranteed amount.
3. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Bidder prior to the fulfilment in full of the obligations, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to Employer free and clear from any encumbrances or claims.
4. Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the obligations and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Successful Bidder linked to the delay in fulfilling the Conditions Precedent.

5.13.18 Governance Schedule

1. The Successful Bidder shall document the agreed structures in a procedural manual under the guidance and supervision of Employer.
2. The agenda for each project review meeting shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement of the Parties or at the request of either Party.
3. Copies of the agenda for review meetings along with relevant pre-reading material, shall be distributed.
4. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
5. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

6 Guidelines for Pre-Qualification Bid

6.1 Pre-Qualification 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

Subject: Submission of Pre-Qualification proposal in response to the Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System.

Tender Reference No: ST/

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System”**.

We attach hereto our responses to Pre-Qualification proposal 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, 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 MPCB in its short-listing 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 agree to abide by this tender response for a period of 180 days from the date of opening of

commercial Bid and ready to extend the validity of the bid for further period as informed by MPCB. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

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.

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Mandatory Enclosure:

1. Format to share Bidder's and Bidding Firm's Particulars (Section 5.3)
2. Check list for the documents to be included in the Pre-Qualification with appropriate page numbers.
3. Format of Project Citation

6.2 Checklist for documents to be included in the Pre-Qualification Envelope

Bidder should refer pre-qualification criteria mentioned below:

#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Yes/No)	Page no.
PQ1	Legal Entity	The bidder (All members in case of consortium) should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR Indian Partnership Act 1932 All above as amended time to time.	a) General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.		
			b) Copy of Certificate of Incorporation/ Registration/ Partnership deed of Bidder/ LLP deed		
			c) Copy of PAN Card		
			d) Copy of GST Registration		
			e) Copy of Power of Attorney as per <u>Annexure G</u>		
PQ2	Turnover	The average annual turnover of the bidder (Lead member in case of consortium) for the last three (03) audited financial years should be more than INR 5.0 Cr. (F.Y 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <u>Annexure E</u>		

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#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Yes/No)	Page no.
PQ3	Net worth	The Bidder (All members in case of consortium) shall have Positive Net Worth in each of the last Three (03) Financial Years. (F.Y 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <u>Annexure E</u>		
PQ4	Compliance	The Bidder (All members in case of consortium) should be registered with appropriate authorities under following: a. Employees Provident Fund AND b. Employees State Insurance Acts OR Group Insurance Schemes OR Contract Labour (Regulation and Abolition Act), as applicable to the bidder organization.	a) Attested copy of the Employee Provident Fund registration letter / certificate b) Attested copy of the Employee State Insurance registration letter / certificate or Attested copy of Group Insurance Schemes letter/ certificate or Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Documents to be submitted, as applicable.		
PQ5	Project Experience 1	The Bidder (Non-lead member in case of consortium) must	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.		

#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Yes/No)	Page no.
		<p>have experience in “*Similar works” during last seven (07) years as on last date of submission of bid as per following details:</p> <p>One (01) project with “*Similar works” costing at least INR. 4.0 Cr.</p> <p>OR</p> <p>Two (02) projects with “*Similar works” each costing at least INR. 2.5 Cr.</p> <p>OR</p> <p>Three (03) projects with “*Similar works” each costing at least INR. 2.0 Cr.</p>	<p>b) Completion Certificate from the client</p> <p>OR</p> <p>In case of on-going project, a Go-Live / Survey Output Acceptance Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project.</p> <p>c) Project Citation as per format specified in Clause 6.4</p>		
PQ6	Project Experience 2	<p>The Bidder (Lead member in case of consortium) must have experience in “**Similar works” during last seven (07) years as on last date of submission of bid as per following details: -</p> <p>One (01) project with “**Similar</p>	<p>a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.</p> <p>b) Completion Certificate from the client</p> <p>OR</p> <p>In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having completed relevant scope</p>		

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#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Yes/No)	Page no.
		works” costing at least INR. 8.0 Cr. OR Two (02) projects with “**Similar works” each costing at least INR. 5.0 Cr. OR Three (03) projects with “**Similar works” each costing at least INR. 4.0 Cr.	c) Project Citation as per format specified in Clause 6.4 and d) Declaration for having experience <u>Annexure F</u>		
PQ7	Certification	i) The Bidder (Lead member in case of consortium) shall have: ii) ISO 9001:2015 and iii) CMMI Level 3 or above Certifications for Development and Services as on last date of submission of bid and iv) ISO 27001:2013	Copy of the Valid Certificate issued by CMMI institute partner (for CMMi certificate) / ISO accredited member (for ISO certificate) and renewal stage document in case the certificate has expired, and renewal is in-process. Validity of CMMi certificate shall be ascertained through the below given URL https://cmminstitute.com/pars/		
PQ8	Manpower Strength	The Bidder (Lead member in case of consortium) should	Certificate from Bidder’s HR authorized representative(s) on original letter head of bidders’		

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#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Yes/No)	Page no.
		have at least 50 employees with either permanent PF account or professional tax account on bidder's payroll and should have relevant experience, as on date of bid submission.	organization clearly stating employees working on similar projects as per <u>Annexure J</u>		
PQ9	Office in Maharashtra	The Bidder (All member in case of consortium) must have office in Maharashtra as on the date of submission of this bid.	Copy of existing office address proof like 7/12 (satbara)/ lease agreement/utility bill in the name of the bidder		
PQ10	Blacklisting	The Bidder (All member in case of consortium) should not be blacklisted by any Central Government / State Government / Union Territory (UT) / Urban Local Body (ULB) / PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either	A self-certified letter signed by the Authorized Signatory of the Bidder as per <u>Annexure A.</u>		

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#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Documents Submitted (Yes/No)	Page no.
		indefinitely or for a particular period of time as on last date of submission of bid.			
A	Tender Fee, EMD		Scanned and signed stamped copy of receipt of Tender fee & EMD		
B	RFP & Corrigendum		Scanned and signed stamped copy of RFP and its corrigendum		

6.3 Format to share Bidder's and Bidding Firms Particulars

Bidders Profile

The Table below provides the format in which general information about the bidder must be furnished.

Sr. No	Description	Details/Information
1.	Name of the firm	
2.	Address	
3.	Email	
4.	Contact number/s (Tel / Mobile)	
5.	Office address of Maharashtra	
6.	Presence in how many towns in Maharashtra, India. (Provide Address)	
7.	Year of establishment	
8.	No. of completed years for practicing in India as on bid submission date	
9.	Name/s of partners (Membership certificates issued by authorized body should be enclosed)	
10.	Name of Office In charge of Mumbai	
11.	CA Employees proposed to be assigned for the services and his / their profiles	
12.	Name, address and account number of the firm's banker(s)	
13.	PAN of the firm	
14.	GST registration number of the firm	
15.	Number of Employees	
16.	Number of C.A. Employees in the firm (out of above)	
17.	Average Turnover during last three financial years (FY 20-21, FY 21-22, FY 22-23)	
20.	Details of major assignments	
21.	Any other information considered relevant.	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

6.4 Format for Project Citation (Pre-Qualification)

Details of past assignments / experience

Sr. No.	Client Name	Handling		Work related to
		From	To	
1.				

Sr. No.	Item	Details	Attachment Pg. no.
1.	Name of The Project		
2.	Date of Work Order		
3.	Client Details with Address and Contact Numbers		
4.	Scope of Work		
5.	Contract Value		
6.	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the pre-qualification criteria.

7 Guidelines for Technical Proposal

7.1 Technical Proposal Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

Member Secretary

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor,

Opp. PVR Cinema, Sion Circle, Sion,

Mumbai-400 022

Sub: Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System.

Ref: RFP Notification number:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System”**.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **“Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System”**. Put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MPCB or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Security Deposit (Bank Guarantee) issued by a nationalized bank in India, as mentioned in the Contract, 3% of contract value.

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 180 days from date of opening commercial Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MPCB.

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We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MPCB is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MPCB as to any material fact.

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.

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the Company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

7.2 Format to Project Citation

(To be submitted on the Letterhead of the responding company)

7.3 List of Projects

Sr. No.	Name of Project	Client Name	Page Nos (From-To)
1.			
2.			
3.			

7.4 Individual Project Citation Format

Sr. No.	Item	Details
General Information		
1.	Customer Name	
2.	Name of the Contact person and details for the client of the assignment	
Project Details		
3.	Project Title	
4.	Client Name	
5.	Client Type	
6.	_____	
7.	Start Date	
8.	End Date	
9.	Duration of the project (In Months)	
10.	Current Status (Work in progress, Completed)	
11.	Number of staff deployed on the assignment	
12.	Work Order	Document/ Attachment Ref. Number along with page number

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Sr. No.	Item	Details
13.	Copy of Agreement	Document/ Attachment Ref. Number along with page number
14.	Satisfaction Certificate/ Completion Certificate	Document/ Attachment Ref. Number along with page number
Size of the Project		
15.	Contract value of the project (in INR. Crores)	
16.	Contract Start Date – End Date	
17.	Scheduled Milestone	
18.	Monetary Penalty/ Blacklisted/ Penalized Amount	
Narrative description of project describing the scope of work		
Progress of the project (Description)		
Payment Received till Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the technical bid evaluation.

7.5 Checklist for the documents for Technical Proposal

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Documents submits (Yes/No)	Page No.
TQ 1	Annual Turnover of Bidder (Lead member in case of consortium) during last 3 Financial years - (FY 2020-21, FY 2021-22, FY 2022-23)	15	>= INR 5.0 Cr. and < INR 10.0 Cr.	10	Audited Profit & Loss		
			>= INR 10.0 Cr. and < INR 20.0 Cr.	12	Account and Balance Sheet for (FY 2020-21, FY 2021-22, FY 2022-23) & suitable CA		
			>= INR 20.0 Cr.	15	Certificate/Audited Profit & Loss Account and Balance Sheet.		
TQ 2	Project Experience 1: The Bidder (Non-lead member in case of consortium) must have experience in “*Similar works” during last seven (07) years as on last date of submission of bid as per following details: - One (01) project with “*Similar works” costing at least INR 4.0 Cr. OR Two (02) projects with “*Similar works” each costing at least INR 2.5 Cr. OR Three (03) projects with “*Similar works” each costing at least INR 2.0 Cr. *Similar works – defined in this RFP.	20	Total Project Value of maximum any three projects submitted meeting the Criteria:		d) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.	g)	h)
			Total Project Value >= INR 4.0 Cr. and < INR 6.0 Cr.	10	e) Completion Certificate from the client OR		
			Total Project Value >= INR 6.0 Cr. and < INR 8.0 Cr.	15	f) In case of on-going project, a Go-Live / Survey Output Acceptance Certificate along with partial completion certificate from the client on		
			Total Project Value >= INR 8.0 Cr.	20			

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Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Documents submits (Yes/No)	Page No.
					client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project. Project Citation as per format specified in Clause 7.2		
TQ 3	Project Experience 2: The Bidder (Lead member in case of consortium) must have experience in "***Similar works" during last seven (07) years as on last date of submission of bid as per following details: - One (01) project with "***Similar works" costing at least INR 8.0 Cr. OR Two (02) projects with "***Similar works" each costing at least INR 5.0 Cr. OR Three (03) projects with "***Similar works" each costing at least INR 4.0 Cr.	20	Total Project Value of maximum any three projects submitted meeting the Criteria:		d) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.	g)	h)
			Total Project Value >= INR 8.0 Cr. and < INR 12.0 Cr.	10	e) Completion Certificate from the client OR		
			Total Project Value >= INR 12.0 Cr. and < INR 18.0 Cr.	15	f) In case of on-going project, a Go-Live Certificate along with partial completion certificate		
			Total Project Value >= INR 18.0 Cr.	20			

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Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Documents submits (Yes/No)	Page No.
	**Similar works defined in this RFP. –				from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project. Project Citation as per format specified in <u>Clause 7.2</u>		
TQ 4	Manpower Strength: The Bidder (Lead member in case of consortium) should have minimum 50 full time resources with IT/ITeS and field surveyors on its payroll as on date of submission of the bid.	05	>= 50 and < 100	02	A self-certified letter signed by the Authorized Signatory of the Bidder. (Note: non-availability or less availability of manpower expertise on roll will score Zero (0) marks.		
			>= 100 and < 150	03			
			> 150	05			
	Manpower expertise: (Any member in case of consortium)	15	On roll Software full stack developers – Minimum 10 nos. (0.5 marks per resource)	05			
			On roll DBA – Minimum 02 nos. (0.5 marks per resource)	01			

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Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Documents submits (Yes/No)	Page No.
			On roll H/W, Network and System administrators one each type- Minimum 03 nos. (0.5 marks per resource)	1.5			
			On roll GIS Experts – Minimum 05 nos. (0.5 marks per resource)	2.5			
			Field Surveyors – Minimum 20 nos. (0.25 marks per resource)	05			
TQ 5	Certification: The Bidder (Lead member in case of consortium) shall have active SEI CMMi Level 3 or its higher version certification valid as on last date of submission of bid.	05	CMMi Level 3	03	Copy of valid certifications as on last date of submission of bid.		
			CMMi Level 4	04			
			CMMi Level 5	05			
	Certification: The Bidder (All members in case of consortium) shall have active ISO 9001:2015 or latest version certification valid as on last date of submission of bid.	02	ISO 9001: 2015	02	Copy of valid certifications as on last date of submission of bid.		
	Certification: The Bidder (Lead member in case of consortium) shall have active ISO 27001:2013 or latest version certification valid	03	ISO 27001:2013	03	Copy of valid certifications as on last date of submission of bid.		

RFP for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and
Implementation of Intelligent Analytical System

Sr. No.	Parameters	Max. Marks	Marks		Supporting Documents	Documents submits (Yes/No)	Page No.
	as on last date of submission of bid.						
TQ 6	Technical Presentation	15	Technical Presentation and demonstration of the technical capability for system and survey by the bidders and their understanding of the business / functional requirements of MPCBs and proposed solution and implementation approach.	15	Presentation		
	Total	100					

8 Guidelines for Financial Proposal

8.1 Financial Proposal Cover Letter

(Not to be enclosed along with Technical Cover)

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

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

Subject: Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System.

Ref: MPCB RFP No:

Dear Sir,

We, the undersigned, offer to provide the services for “**Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System.**” In accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [*Insert amount(s) in words and figures*]. We are aware that any conditional financial offer will be outright rejected by MPCB. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal 180 days from the date of opening of commercial bid.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no technical deviations are attached here with this commercial offer. We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

8.2 Financial Proposal Instructions

1. MPCB shall award the entire scope, as mentioned in [Section 4.0](#) of the RFP.
2. All factor/services/components need to be taken into consideration before filling rate in the Financial Proposal Format. No changes will be entertained once the bid has been submitted. MPCB does not guarantee work order for the bids submitted.
3. All the prices are to be entered in Indian Rupees ONLY.
4. 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.
5. The PRICE BID has to be submitted in the online in the BOQ format.
6. Bids not conforming to the formats and instructions given below, the Bids will be considered as invalid / non-responsive. MPCB's decision will be final in such case.
7. The payment of GST shall be paid separately as per prevailing market rates.
8. The percentage 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.
9. Rate quoted shall remain valid for the entire duration of the contract.
10. Bidders are requested to submit online commercial bid format.

8.3 Format for Financial Bid / Commercial Bid

Ref: MPCB RFP No:

Sr. No.	Milestones	Description	Quantity (A)	Unit Cost Excluding Taxes (INR) (B)	Total Cost Excluding Taxes (INR) (C=A x B)	Total Cost (Inclusive of GST)
1.	Digital data (inventory) delivery for group A zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group A.	3000			
2.	Digital data (inventory) delivery for group B zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group B.	5200			
3.	Digital data (inventory) delivery for group C zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group C.	5000			
4.	Digital data (inventory) delivery for group D zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group D.	5000			
5.	Digital data (inventory) delivery for group E zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including geo-tagged photos, snaps, etc. and associated report from the zone defined under group E.	4000			
6.	Digital data (inventory) delivery for group F zone	Survey and delivery of surveyed inventory in the form of digital data as GIS map linked with collected inventory including	7000			

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Sr. No.	Milestones	Description	Quantity (A)	Unit Cost Excluding Taxes (INR) (B)	Total Cost Excluding Taxes (INR) (C=A x B)	Total Cost (Inclusive of GST)
		geo-tagged photos, snaps, etc. and associated report from the zone defined under group F.				
7.	GIS map service	Implementation of GIS map service covering Maharashtra having rich basemap information	Lump Sum			
8.	System supporting database	RDBMS (open source) supporting the proposed system	Lump Sum			
9.	Integration with systems implemented by MPCB	Integration of the proposed Enterprise Integrated Analytical System with system implemented by MCB including Consent Management System, Bar code system and VTMS	Lump Sum			
10.	Web GIS enabled, integrated Enterprise Bio-medical waste Analytical system	Bespoke development, testing, installation, and commissioning / GO-Live of Web GIS enabled, integrated Enterprise Bio-medical waste Analytical system as per scope of work mentioned under scope of work.	Lump Sum			
11.	Mobile App	Design, development and implementation of Android and iOS based mobile App for inventory update by the generators including Bar code generation, printing and scanning.	Lump Sum			
12.	Stabilization of the Web GIS enabled integrated Enterprise Bio-medical waste Analytical system	Stabilization of the Web GIS enabled integrated Enterprise Bio-medical waste Analytical system for 1 month after GO-LIVE involving bug fixing, feedback incorporation and streamlining system before start of Annual Maintenance	Lump Sum			
13.	Hosting of the Enterprise Integrated Analytical	Cloud hosting services for the Enterprise Analytical system considering 3 Servers + storage for 5 years. Including minimum	Lump Sum			

RFP for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and
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Sr. No.	Milestones	Description	Quantity (A)	Unit Cost Excluding Taxes (INR) (B)	Total Cost Excluding Taxes (INR) (C=A x B)	Total Cost (Inclusive of GST)
	System on public cloud	10 Mbps internet				
14.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and annually once during O&M / Annual Maintenance Contract (AMC).	5			
15.	Training and Handholding	Impart training to the MPCB employees before Go-Live and submission of training documents.	Lump Sum			
16.	Operation and Maintenance of the enterprise system	End-to-end Operation and Maintenance of the Enterprise Integrated Analytical System for 5 years including cloud hosting through offshore model	60 Months			
17.	Operation and Maintenance of the enterprise system by deploying 2 resources onsite	Operation and Maintenance of the enterprise system by deploying Project Coordinator/ Business Analyst/Sr. Data Analyst onsite post Go- Live during annual maintenance contract of 5 years	60 Months			
		Operation and Maintenance of the enterprise system by deploying Data Analyst GIS Expert onsite post Go- Live during annual maintenance contract of 5 years	60 Months			

Note: The no. of HCF units may increase / decrease during the survey activity. Bidders shall be paid for the survey count on pro-rata basis based on the unit rate quoted Group / Zone wise in the above table.

9 Annexures

9.1 Annexure A: Format of sending pre-bid queries

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy **(editable excel format) and hard copy**) as mentioned in section “*Invitation for Bids*”

Ref: RFP Notification number:

Bidder's Request for Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1.				
2.				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

9.2 Annexure B: Format for Declaration by the Bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

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

Subject: Declaration for not being debarred / black-listed by Central / any Government or PSU in India as on the date of submission of the bid

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred /blacklisted by any Government or PSU for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MPCB, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Performance Security.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone &Fax:

E-mail address:

9.3 Annexure C: Performance Security - Bank Guarantee Format

Form of Bid Security (Bank Guarantee)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

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

Whereas <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for **Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System.** to Employer (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the Bidder shall furnish a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs. <Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>).

Notwithstanding anything contained herein:

RFP for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System

- Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- This bank guarantee shall be valid up to <Insert Expiry Date>)
- It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Dated _____ Day of _____ 2021

For _____

(Indicate the name of the Bank)

9.4 Annexure D: Non-Disclosure Agreement

[Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, Maharashtra Pollution Control Board on the one, (hereinafter called the “MPCB”) and, on the other hand, [Name of the Bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

1. The “MPCB” has issued a public notice inviting various organizations for provision of **Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System** (hereinafter called the “Project”) of the MPCB;

2. The Bidder, having represented to the “MPCB” that it is interested to bid for the proposed Project,

3. The MPCB and the Bidder agree as follows:

- a) In connection with the “Project”, the MPCB agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MPCB operations that are considered confidential.
- b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
 - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information.
 - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information.
 - iii. use the information only as needed for the purpose of bidding for the Project.
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - v. undertake to document the number of copies it makes
 - vi. on completion of the bidding process and in case unsuccessful, promptly return to the MPCB, all information in a tangible form or destroy such information

4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:

- was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
- is or becomes publicly known through no wrongful act of the Bidder; or
- is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.

5. The Agreement shall apply to all information relating to the Project disclosed by the MPCB to the bidder.
6. MPCB will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. MPCB reserves the right to share the information received from the bidder under the ambit of RTI Act.
8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the MPCB to the Bidder, the MPCB shall retain title and all intellectual property and proprietary rights in the information including the application source code, data (all forms) and all documents associated with this project. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the MPCB is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the MPCB on any copy of the information and shall reproduce any such mark or notice on all copies of such information.
9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
10. Upon written demand of the MPCB, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the MPCB forthwith after receipt of notice, and (iii) upon request of the MPCB, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the MPCB and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. Confidential information is provided “As-Is”. In no event shall the MPCB be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the MPCB and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address

9.5 Annexure E: Financial Declaration of Bidder

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

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

- Financial Declaration of Bidder

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

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

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

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Notes:

1. Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.)
1. The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
2. Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and Other Member in case of Consortium) for each of the last 3 audited financial years FY 2017-18, FY 2018-19 and FY 2019-20 shall submitted as supporting evidence.

9.6 Annexure F: Format for Self-Declaration

(To be submitted on the Letterhead of the responding company)

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

Sub: Declaration for having experience _____

Tender Reference No:

Dear Sir,
I, authorized representative of _____, hereby confirm that the Company
_____ has the experience _____ for _____ in
one or more Project/s in India in last seven (07) years as on last date of submission of bid.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

9.7 Annexure G: Power of Attorney

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **“Request for Proposal for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System”** including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

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

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

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

9.8 Annexure H: Consortium Declaration

(On Stamp Paper of requisite value)

THIS JOINT CONSORTIUM AGREEMENT is entered into on this the day of
20...

AMONGST

1. Limited, a company incorporated under the Companies Act,
1956/2013, registered on < dd/mm/yyyy> and having its registered office at (Herein
after referred to as the “First Part” which expression shall, unless repugnant to the context include its
successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013, registered on
..... < dd/mm/yyyy> and having its registered office at (Herein after referred to as
the “Second Part” which expression shall, unless repugnant to the context include its successors
and permitted assigns)

WHEREAS,

Maharashtra Pollution Control Board having its office at 3rd and 4th Floor, Kalpa Taru Point, Opp Cine
Planet, Sion Circle (East), Mumbai, Maharashtra 400022. (Hereinafter referred to as the “Authority”
which expression shall, unless repugnant to the context or meaning thereof, include its administrators,
successors and assigns) has invited applications (the Applications”) by its Request for Proposal for
**Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of
Intelligent Analytical System.**

The Parties are interested in jointly bidding for the Project as members of a Consortium and in
accordance with the terms and conditions of the RFP document and other bid documents in respect of
the Project, and It is a necessary condition under the RFP document that the members of the Consortium
shall enter into a Joint Consortium Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning
ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes
of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium
and not individually and/ or through any other consortium constituted for this Project, either directly or
indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

Party of the First Part shall be the sample courier agency and shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date

Party of the Second Part shall be the IT System Integrator of the Consortium.

Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP

4. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- a. require any consent or approval not already obtained;
- b. violate any Applicable Law presently in effect and having
- c. applicability to it;
- d. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- e. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- f. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- g. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- h. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

5. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

6. Miscellaneous

- This Joint Consortium Agreement shall be governed by laws of India.
- The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.
- Further it is hereby declared that the Roles, Responsibilities and other relevant details of the Consortium members are:

Sr. No.	Member	Role	Responsibilities	Description of nature of service	Head and Branch offices (Provide mailing addresses, phone, fax and email)
1					
2					

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED
AND DELIVERED

SIGNED, SEALED
AND DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SECOND PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

-
-

Notes:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

9.9 Annexure I: Format for Proposed Resource Deployment

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

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

Dear Sir,

Subject: Proposed Resource Deployment - _____

RFP Reference No: MPCB/

With reference to the subject RFP, we hereby declare that we will deploy the following Team Members as our project team, if awarded the contract. We understand that MPCB has already mentioned the minimum resource requirement as per RFP. However, we have done our internal assessment and propose the Team structure, which is in line with Team Structure given by MPCB and meets the minimum resource requirement in terms of No. of resources, Qualifications and Experience.

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/ HR Head
(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

9.10 Annexure J: Format for Declaration from HR department of the Bidder

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

To,

Member Secretary

Maharashtra Pollution Control Board,

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

Sion Circle, Sion, Mumbai-400 022

Dear Sir,

Subject: HR Department Declaration - _____

RFP Reference No: MPCB/

With reference to the subject RFP, we hereby declare that we have ____ employees working on our payroll or associated with us through proper binding agreement having minimum qualification as graduate in any stream and having minimum experience in the domains required to execute this assignment as per the requirements of the RFP as per the table mentioned below:

Sr. No.	Expertise Type	Desired Minimum Qualification	Desired Minimum Experience	Employee Name	Actual Qualification	Actual Experience	Certification (If any)
1.	Full Stack Developer	B.E. / MCA	3 Years				
.	-	-	-				
11.	DBA	B.E. / MCA	5 Years				
.	-	-	-				
13.	H/W, Network and System Administrator	B.E. / MCA	3 Years				
.	-	-	-				
15.	GIS Experts	Any Graduate	3 Years				
.	-	-	-				

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20.	Field Surveyors	Any Graduate	Minimum 1 Year				
.		-	-				

We are attaching herewith the Bio Data of each of the proposed team member highlighting their Educational Qualification, Relevant Experience and major assignments handled in relevant field.

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/ HR Head

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

Encl: Bio Data of Key members of the Proposed team

9.11 Annexure K: Important Guidelines issued by CPCB

Specifications of Bar-code or QR Code label:

The Bar code label for use on the colour coded bags or containers for handling bio-medical waste should have following specifications:

a) Colour mark on the label: A colour mark or text is required on bar code label for easy identification of the bar code (by the workers handling bio-medical waste) with designated colour coded bag or container. The bar code should have a colour mark (in Yellow/Red/White/Blue) in the form of block of size at least 7 mm X 7 mm or Text of font size 12 specifying the colour of the BMW in the bags or containers. The colour mark or Text shall be placed at the top left corner of the bar code label.



In case of cytotoxic drugs, the alphabet 'C' should be printed on yellow colour block. In case of B/W label, colour mark can be specified in the form of 'Text' specifying the colour of BMW waste as "YELLOW" / "RED" / "WHITE" / "BLUE" printed on top left side of the bar code label.



b) Unique Number of the HCF and its specification: Unique number to each HCF shall be developed and provided by concerned SPCB/PCC/DGAFMS. Unique number can be produced based on following criteria:

- i. **Name of the Health Care Facility (HCF):** The name of the HCF shall be indicated by first five alphabets in the name of the by the HCF. In case the name of HCF is less than 5 letters, the rest of spaces may be filled with
*. (E.g., All India Institute of Medical Sciences-ALLIN). Followed by;
- ii. **Name of the Place where HCF is located:** Name of the place where HCF is located shall be indicated by 6-digit local Pin code provided by Postal department. Followed by.
- iii. **Name of the State/UT:** Name of the State/UT should be in the form of two-digit alphabetical number. Followed by.
- iv. **Type of HCF:** Type of HCF should be in the form of alphabetical number in capital but not more than two letter i.e., first two letters of a type of HCF/first letter in two words of a HCF) as given below:

BH	-	Bedded Hospital
CL	-	Clinic
DI	-	Dispensary
HO	-	Homeopathy
MH	-	Mobile Hospital
SI	-	Siddha
UN	-	Unani
VH	-	Veterinary Hospital
YO	-	Yoga
AH	-	Animal House
BB	-	Blood Bank,
DH	-	Dental Hospital
NH	-	Nursing Home,
PL	-	Pathological Laboratory
FA	-	Institutions/Schools/Companies etc. with First Aid facilities
HC	-	Health Camp

and followed by:

- v. **Numerical Number of the HCF:** Numerical number of the health care facility shall not be more than five numerical numbers to be assigned to the HCF in between i.e., 00001 to 99999.
- vi. **Concerned SPCB/PCC** shall upload a list of HCFs along with their unique number of HCF at their website. In case of long list, SPCBs may provide search option on their website for retrieving unique code vis-à-vis name of HCF.

c) Label sequence Number: CBWTFs should use central software to generate unique label sequential number. The operator of CBWTF should provide range of such sequence numbers to label vendors to produce labels or produce labels by themselves. The records of label sequence numbers and to whom allotted should be maintained for verification of SPCBs/PCCs.

Eg. For handling of yellow colour bio-medical waste bag by a bedded hospital viz., All India Institute of Medical Sciences (ALLIN) located at New Delhi, Delhi State (DH) and having unique number (say 00578), in such a case, the bar code or QR code label shall be as given in **Figure 1** below



Figure 1. Typical Bar code or QR Code label

(i) App based Mobile bar code scanner

In this system, app based mobile bar code scanner automatically synchronizes with Android phone and the user can capture bar code or QR code data and weight automatically. There can also be a provision for manual entry of weight data. App based mobile bar code scanner is given in Figure 2. Also, the app based mobile bar code scanner should require following hardware:

- 1 GB and above internal memory or minimum memory should be able to retrieve the 2 to 3 months data
- 5+ MP camera
- AGPS or GPS supported
- Internet 2G and GPRS
- Bluetooth 2.0

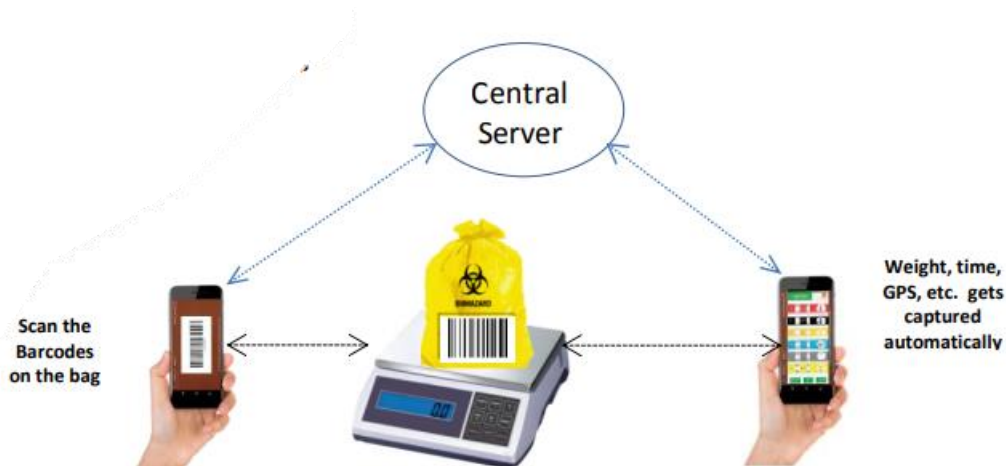


Figure.2 Dedicated App based Mobile barcode scanner

(ii) Dedicated bar code scanner

In this system, the bag is kept on weighing scale and scanned by scanner device by the person collecting waste. Weight of bio-medical waste is automatically transferred from weighing scale to device along with bar code or QR code information. There can also be a provision of manual entry of weight data. A dedicated bar code scanner is given in Figure 3. Also, the bar code scanner should require following hardware:

- 1 GB and above internal memory or minimum memory should be able to retrieve the 2 to 3 months data
- 2G and GPRS
- AGPS or GPS supported

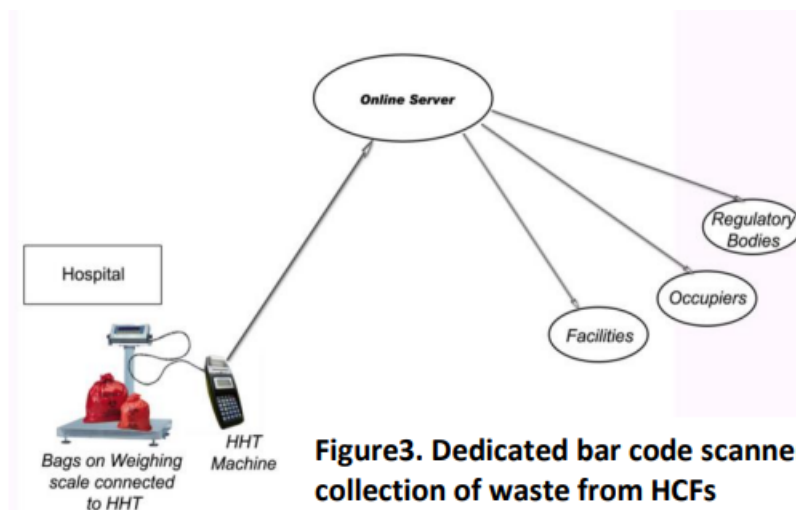


Figure3. Dedicated bar code scanner used for collection of waste from HCFs

(iii) Digital Printer

Dedicated bar code scanner can have a provision of in-built printer, or it can have wired or wireless connectivity to printer. App based bar code scanner if used by facility operator should also have provision of printing receipts.

(iv) Weighing machine

Weighing machine should be able to weigh about 25 Kg (max.), with 0.05 Kg accuracy and have provision for connectivity with bar-code scanner

9.12 Annexure L: Name of the State/UT and the respective Code

S.No	Name of the State/UT	State/UT Code
(1)	Andhra Pradesh	AP
(2)	Arunachal Pradesh	AR
(3)	Assam	AS
(4)	Bihar	BR
(5)	Chhattisgarh	CG
(6)	Goa	GA
(7)	Gujarat	GJ
(8)	Haryana	HR
(9)	Himachal Pradesh	HP
(10)	Jammu and Kashmir	JK
(11)	Jharkhand	JH
(12)	Karnataka	KA
(13)	Kerala	KL
(14)	Madhya Pradesh	MP
(15)	Maharashtra	MH
(16)	Manipur	MN
(17)	Meghalaya	ML
(18)	Mizoram	MZ
(19)	Nagaland	NL
(20)	Odisha	OD
(21)	Punjab	PB
(22)	Rajasthan	RJ
(23)	Sikkim	SK
(24)	Tamil Nadu	TN
(25)	Telangana	TS
(26)	Tripura	TR
(27)	Uttar Pradesh	UP
(28)	Uttarakhand	UK
(29)	West Bengal	WB
(30)	Andaman and Nicobar Islands	AN
(31)	Chandigarh	CH
(32)	Dadra and Nagar Haveli	DN
(33)	Daman and Diu	DD
(34)	Delhi	DL
(35)	Lakshadweep	LD
(36)	Puducherry	PY

9.13 Annexure M: Draft Conditions of Contract

This AGREEMENT is made at _____, Maharashtra, on this ____ day of, ____ 2024,

BETWEEN

<<Insert Designation of Authorized Signatory>> Maharashtra Pollution Control Board, Government of Maharashtra, having its office at Kalpataru Point, 3rd Floor, opposite PVR Cinema, Sion Circle, Sion, Mumbai -400022, Maharashtra India hereinafter referred to as ‘MPCB’ or “First Part” which expression shall, unless the context otherwise requires, include its permitted successors and assigns

And

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

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

Whereas:

Whereas MPCB has envisaged _____ (hereinafter referred to as the “said Project”).

And whereas MPCB has published the RFP to seek services of a reputed Agency for _____.

And whereas M/s. ----- has submitted its proposal for _____.

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

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

The Agreement shall consist of this Contract Form and the following documents, hereinafter referred to as the ‘Contract Documents’, all of which by this reference are incorporated herein and made part hereof:

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

This Agreement sets forth the entire contract and agreement between the parties pertaining to “_____” and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the Agency as hereinafter mentioned, the Agency hereby covenants with the MPCB to provide services with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

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

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

and notice to the agency shall be properly addressed to:

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

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

Signed, sealed and delivered

By -----

Member Secretary

For and on behalf of MPCB

Signed, sealed and delivered

By -----

For and on behalf of the “Agency”,

Witnesses:

(1)

(2)

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

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

Note:

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

9.14 Annexure N: CV Format for onsite Manpower to be deployed during Operation and Maintenance

1.	Name of the Staff				
2.	Current Designation in the Organization				
3.	Proposed Role in the Project				
4.	Proposed Responsibilities in the Project				
5.	Date of Birth				
6.	Education	<ul style="list-style-type: none"> ▪ Degree / Diploma, College, University, Year of Passing ▪ Degree / Diploma, College, University, Year of Passing 			
7.	Summary of Key Training and Certifications	<ul style="list-style-type: none"> ▪ ▪ 			
8.	Language Proficiency	Language	Reading	Writing	Speaking
9.	Employment Record (For the total relevant experience)	From / To:			
		Employer:			
		Position Held:			
		From / To:			
		Employer:			
		Position Held:			
		From / To:			
		Employer:			
		Position Held:			
10.	Total No. of Years of Work Experience				
11.	Total No. of Years of Experience for the Role proposed				
12.	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)	Name of assignment or project:			
		Month/Year:			

RFP for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and
Implementation of Intelligent Analytical System

		From / To:	
		Location:	
		Client:	
		Main project features:	
		Positions held:	
		Activities performed:	