

Inviting Tender for Selection of Service Provider for "Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra"



Maharashtra Pollution Control Board

महाराष्ट्र प्रदूषण नियंत्रण मंडळ

Tender Document
For

**Inventorization of Occupiers generating Bio Medical Waste
in State of Maharashtra**

Tender Reference No: MPCB/PSO/01_22

Date of Issue: 28.09.22

Tender Price: INR 10,000/-

Issued By:

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

Email ID: psa@mpcb.gov.in

CONTENTS

1.	DISCLAIMER.....	3
2.	LIST OF ABBREVIATIONS.....	4
3.	DEFINITIONS.....	4
4.	PROJECT CONCEPT & STRUCTURE	7
	4.2.1 Bio-Medical Wastes and associated environmental and health issues	7
	4.2.2 Need for study and Inventorization	7
	4.2.3 OBJECTIVE OF THE STUDY	8
5.	DESCRIPTION OF THE SELECTION PROCESS	9
6.	PROCEDURES TO BE FOLLOWED	11
7.	SUBMISSION OF TECHNICAL TENDER: COVER - 1	16
8.	EVALUATION OF PRICE TENDER: COVER 2	20
9.	PAYMENT TERMS.....	21
10.	INDEMNIFICATION	22
11.	ASSIGNABILITY	22
12.	CONFIDENTIALITY	23
13.	CORRUPT & FRAUDULENT PRACTICES.....	23
14.	TERMINATION OF CONTRACT	23
15.	ARBITRATION.....	24
16.	LEGAL JURISDICTION	24
17.	EXHIBIT – 1	25
18.	EXHIBIT – 2.....	26
19.	EXHIBIT – 3.....	27
20.	EXHIBIT – 4.....	28
21.	EXHIBIT – 5.....	29
22.	ANNEXURE – 1	31
23.	ANNEXURE – 2.....	32
24.	ANNEXURE - 3.....	33
25.	ANNEXURE – 4	36
26.	ANNEXURE – 5.....	37

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

1. DISCLAIMER

- 1.1 Though adequate care has been taken in the preparation of this *Tender* Document, the Tenderer should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office latest by the date mentioned in Sec.5.7 and Annexure - 5. If this office receives no intimation by the date mentioned in Section 5.7 and Annexure - 5, it shall be deemed that the Tenderer is satisfied that the *Tender* Document is complete in all respects.

**Principal Scientific Officer
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle
Sion (E), MUMBAI – 22
Ph: 022-24014701
Email : psso@mpcb.gov.in**

- 1.2 Neither **MPCB**, nor their employees or consultants make any representation or warranty as to the accuracy, reliability, or completeness of the information in this Tender nor is it possible for **MPCB** to consider the financial situation and particular needs of each party who reads or uses this Tender. **MPCB** recognizes the fact that certain prospective Tenderers may have a better knowledge of the Project than others and thus encourages all prospective Tenderers to conduct their own investigations and analysis and check the accuracy, reliability, and completeness of the information in this Tender and obtain independent advice from appropriate sources.
- 1.3 Neither **MPCB** nor their employees or consultants will have any liability to any prospective Tenderer or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender, any matter deemed to form part of this Tender, the award of the Project, the information and any other information supplied by or on behalf of **MPCB** or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
- 1.4 **MPCB** reserves the right to reject any or all the Bids submitted in response to this Tender at any stage without assigning any reasons whatsoever.
- 1.5 **MPCB** reserves the right to change any or all of the provisions of this Tender. Such changes would be intimated to all parties procuring this Tender.

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

2. LIST OF ABBREVIATIONS

BMW	Bio-Medical Waste
CPCB	Central Pollution Control Board
HCE	Health Care Establishment
HCU	Health Care Unit
HO	Head Office, MPCB
LoA	Letter of Award
MPCB	Maharashtra Pollution Control Board
PBG	Performance Bank Guarantee
RO	Regional Office, MPCB
SLA	Service Level Agreement
SP	Service Provider
SRO	Sub-Regional Office, MPCB

3. DEFINITIONS

3.1 Tender

The Tender submitted by the prospective Tenderers in response to this Tender

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

Document issued by MPCB.

3.2 TENDERER

Tendering Firm / Company that has submitted a Tender in response to this Tender Document.

3.3 DOCUMENT / TENDER DOCUMENT

This Tender Document.

3.4 PROJECT

To select an appropriate Service Provider (SP) for Inventorization of HCEs (Excluding Clinics and Dispensaries (AUYSH, Allopathy, Dental, Dermatology, Ophthalmology, “X’ Ray and Veterinary), Pathology Lab. Collection centers and Pathology Laboratories (SSI), herein after referred as “Occupiers” generating Bio-Medical Wastes, in each District of State of Maharashtra.

A list of the Districts where the activity is to be conducted, along with respective estimated HCEs to be surveyed, is given in **Annexure – 1**.

3.5 Tender Document

This Document being issued to the prospective Tenderers, inviting their Tenders.

3.6 RESPONSIVE TENDERER

Responsive Tenderer is the Tenderer whose Tender is found responsive after evaluation of the Tender as outlined in Section 5.2.

3.7 SCREENING COMMITTEE

A committee consisting of MPCB Officials.

3.8 BIO-MEDICAL WASTE (BMW Rule 2016 -3(f))

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.

3.9 AUTHORISATION (BMW Rule 2016 -3(c))

Means permission granted by the prescribed authority for the generation, collection, reception, storage, transportation, treatment, processing, disposal or any other form of handling of bio-medical waste in accordance with these rules and guidelines issued by the Central Government or Central Pollution Control Board as the case may be.

3.10 OCCUPIER (BMW Rule 2016 -3(m))

A 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, irrespective of their system of medicine and by whatever name they are called.

3.11 HEALTH CARE UNIT / FACILITY (BMW Rule 2016 -3(j))

A place where diagnosis, treatment or immunization of human beings or animals is provided irrespective of type and size of health treatment system, and research activity pertaining thereto.

*Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers
generating Bio Medical Waste in the state of Maharashtra”*

4. PROJECT CONCEPT & STRUCTURE

4.1 BACKGROUND

It is proposed 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.

4.2 CURRENT SCENARIO

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.

4.2.1 Bio-Medical Wastes and associated environmental and health issues

The waste generated from medical activities can be hazardous, toxic, and even lethal because of their high potential for diseases transmission. The hazardous and toxic parts of waste from health care establishments comprising infectious, biomedical, and radio-active material as well as sharps (hypodermic needles, knives, scalpels etc.) constitute a grave risk, if these are not properly treated / disposed or are allowed to get mixed with other municipal waste. These medical wastes are mounting problems faced by the society due to exposure to untreated disposal of Biomedical wastes from a large number of health centers. The guidelines for their orderly disposal as provided in the legal framework is overlooked. Health care wastes are produced in hospitals, health centers, clinics, nursing homes, pathological laboratories, research institutions, veterinary clinics, etc.

4.2.2 Need for study and Inventorization

In order to protect health and environment against any adverse effects from Bio-Medical Waste regulatory drives have been initiated from international, 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.

As per Schedule-I of Bio-Medical Waste Management Rules, 2016 is described as Human

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

Anatomical Waste, Animal Waste, Microbiology & Biotechnology Waste, Waste Sharps, Discarded Medicines and Cytotoxic drugs, Solid Waste, Soiled Waste, Liquid Waste, Incineration Ash, and Chemical Waste and is required to be segregated as per colour code (Yellow, Red, White-translucent, Blue). BMW is potentially hazardous to environment and human health, if not handled in an environmentally sound manner.

The hazardous and toxic parts of waste from health care establishments comprising infectious, biomedical, and radio-active material as well as sharps (hypodermic needles, knives, scalpels etc.) constitute a grave risk, if these are not properly treated / disposed or can get mixed with other municipal waste. This medical waste is mounting problems faced by the society due to exposure to untreated disposal of Biomedical wastes from a large number of health centers. The guidelines for their orderly disposal as provided in the legal framework is overlooked.

Maharashtra Pollution Control Board intends to conduct Inventorization of BMW generators in Maharashtra state and prepare comprehensive status report consisting of digital database and software-based analysis on “**INVENTORIZATION OF 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.

4.2.3 OBJECTIVE OF THE STUDY

The objective of this Inventorization of HCE's in Maharashtra State is to create digital database with software based analysis tools for enforcement of BMWM Rules, 2016, as amended, Water (prevention and control of pollution) Act, 1974 and Air (prevention and control of pollution) Act, 1981 by adopting uniform approach and methodology. The main objectives of this study are as follows:

- To prepare GIS enabled inventory of the “Occupiers” (Excluding Clinics and Dispensaries (AUYSH, Allopathy, Dental, Dermatology, Ophthalmology, “X’ Ray and Veterinary), Pathology Lab. Collection centers and Pathology Laboratories (SSI)” covered under BMW Management Rules, 2016 generating, handling, disposing BMW.
- To record the present status of BMW Authorization and Consent under Water/ Air act of each of the HCE enlisted.
- To prepare digital directory of the HCEs and stakeholders of Bio Medical Waste Management Rules, 2016.

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

4.3 OBJECTIVE OF THE TENDER

The objective of this Tender is to solicit proposals from parties and to shortlist qualified Service Providers which can undertake the task of Inventorization of Occupiers generating Bio-Medical Wastes in Maharashtra State.

The broad scope of the Service Provider will be

1. Undertake the Survey of HCEs in each Taluka of each District(s)
2. Development of Digital Database including GIS mapping on ArcGIS platform, as per requirement of MPCB
3. Submit a report including inventory of HCEs for each Taluka of a district in Maharashtra State.

NOTE: Validation of the Digital Database generated by Successful Bidders will be carried by MPCB independently before final acceptance.

4.4 CONTRACT PERIOD

The Service Provider(s) will be given a period of Total Six (6) months of which Four (4) months for completion of the Survey & Inventorization and Two (2) months to prepare a digital inventory and validate data for its accuracy along with detailed reporting of the same.

5. DESCRIPTION OF THE SELECTION PROCESS

5.1 SUBMISSION OF TENDERS

The submission of Tenders by interested Tenderers in response to the Tender Document should be through **e-Tender** system only as mentioned in Annexure 5. The Tenders will be

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

5.2 RESPONSIVENESS OF TENDER

The Tenders submitted by Tenderers shall be initially scrutinized to establish “Responsiveness”. A Tender may be deemed “Non-responsive” if it does not satisfy any of the following conditions:

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

The Tenders of Responsive Tenderers shall be evaluated in the following two steps.

5.3 STEP 1 (COVER 1) – TECHNICAL TENDER EVALUATION

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

In the first step, MPCB will evaluate the information submitted by the Tenderer in Cover 1 of the Tender. Tenders of only the responsive Tenderers shall be considered for the subsequent technical evaluation. The evaluation criteria for assessment of the Technical Tender are described in Section-7.4.1. The Cover 2 of the Tender, viz: The Price Tender, to the Tenderers whose Tenders are not responsive / do not qualify the technical evaluation will not be opened.

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

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

A ranked list of Tenderers based on the results of the evaluation (technical and commercial), as detailed in Section-8 of this Document, would be presented. The top ranked Tenderer will be designated the Successful Tenderer. MPCB is not bound to award a LoA to the lowest price Tenderer.

5.5 AWARD OF LoA

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

5.6 SIGNING OF ORDER ACCEPTANCE

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

5.7 SCHEDULE OF ACTIVITIES

Sr. No.	ACTIVITY	Date
1.	Date of Start of download of Tender document	28.09.22 12:30 Hrs
2.	Date of End of download of Tender document	14.10.22 17:00 Hrs
3.	Last date for receipt of requests for clarifications	3.10.22 15:00 Hrs
4.	Pre-Tender (pre bid) Conference	4.10.22 15:00 Hrs
5.	Last date & time for receipt of e-Tenders (Containing Cover 1 & 2) Tender Preparation	14.10.22 17:00 Hrs
6.	Time and Date of Opening of Cover-1	17.10.22 11:30 Hrs
7.	Presentation by the Tenderers on their project implementation and support methodology with proposed schedule of activities	19.10.22 11:30 Hrs
8	Time and Date of Opening of Cover-2	21.10.22 11:30 Hrs

All communications regarding Changes in above schedule, if any, will be informed on MPCB and Mahatender Website.

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

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

6. PROCEDURES TO BE FOLLOWED

6.1. ENQUIRIES & CLARIFICATIONS

Enquiries, if any, should be addressed to:

Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Near Sion Circle,
Sion (E), MUMBAI – 400 022
Ph: 022-24014701
Email : psa@mpcb.gov.in
Website: mpcb.gov.in

All queries that are received on or before the date mentioned in Section 5.7 i.e. **3.10.22 15:00 Hrs** shall be addressed by MPCB during scheduled Pre-Tender (pre bid) Conference on **4.10.22 15:00 Hrs** Conference Hall, Maharashtra Pollution Control Board, Kalpataru Point, 3rd floor, Near Sion Circle, Sion (E), MUMBAI – 400 022. MPCB shall aggregate all such queries, without specifying the source and shall prepare a response, which shall be distributed to all parties who have procured the Tender Document. It may be noted that queries in writing would be entertained only from those parties who have procured this Document.

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

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

The prospective Tenderers shall submit the queries only in the format given below:

Sr. No	Tender Page No	Tender Clause No	Description in Tender	Clarification Sought	Additional Remark (if any)

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

6.2. SUBMISSION OF THE e-TENDER

1. Cover 1 – Technical Tender

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

2. Cover 2 – Price Tender

The Information to be submitted by the Tenderers in the Price Tender (Cover 2) is described in Section 8 and Annexure-4.

3. Submission of the e-Tender

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

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

6.3. INITIALING OF THE TENDERS

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

6.4. INSTRUCTIONS TO TENDERERS

All Tenderers should note the following:

1. A Tenderer can submit tender for any number of District Groups (as defined in Annexure – 1). The tenderer MUST mention the number of groups being tendered as a part of their Technical Submission.
2. The Tenderer has to quote price for each of the District Groups that is being tendered for. This price has to be mentioned in the Price Bid Format (Annexure – 4) only. If a Tenderer is not tendering for a particular District Group, a price of Rs. 0.00 (Rs. Zero) should be mentioned in the Price Bid format. It will be deemed that any Tenderer mentioning amount as Rs. 0.00 (Rs. ZERO) is NOT quoting for the District Group.
3. Although the price bid format mentions GRAND TOTAL, this is just to follow the regulations of the portal. Each of the tenderer, whose Price Bid (Envelope 2) is opened, will be separately evaluated for each of the District Groups that has been tendered for. The Tenderer quoting the Lowest Price for the respective District Group, will be awarded the Tender and will be declared as Successful Bidder. e.g. Price Bids received from all Tenders for District Group A will be evaluated and the lowest price tenderer for District Group A, will be declared as the Successful Bidder for Group A only. Similar award process and criteria will be applicable for each of the District Groups defined.

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

4. Tenders received after the scheduled time will not be accepted by MPCB under any circumstances. MPCB will not be responsible for any delay for any reason whatsoever.
5. Tender once submitted will be treated, as final and no further correspondence will be entertained on this. No Tenders will be modified after the deadline for submission of Tenders.
6. Tenders that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Tender* or those that do not contain the Covering Letter and other documentation as per the specified formats may be considered non-responsive and may be liable for rejection.
7. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Tender non-responsive.
8. All communication and information should be provided in writing and in the English language only.
9. The metric system shall be followed for units.
10. The price quotations for the Tender should be denominated in Indian Rupees.
11. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
12. Arithmetical errors will be rectified as follows –
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying quantities, the unit price will prevail
 - b. In case of discrepancy between grand total obtained by adding various line-item totals & the grand amount stated in words, the grand total will be recalculated and the same will be taken as correct.
 - c. **The price Tender will be treated as inconsistent & non-responsive, in case if more than one type of discrepancy is observed in the price Tender. Such price Tender/s will be rejected summarily and considered as intentional misrepresentation and the EMD will be forfeited.**
13. MPCB reserves the right to seek additional information from the Tenderers, if found necessary, during evaluation of the Tender. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MPCB, may be a ground for rejecting the Tender.
14. The Tenders shall be evaluated as per the criteria specified in this Tender Document. However, within the broad framework of the evaluation parameters as stated in this Tender, MPCB reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied across all the Tenderers.

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

15. The Tenderer should designate one person (“Contact Person” and “Authorized Representative and Signatory”) authorized to represent the Tenderer in its dealings with MPCB. The Acknowledgement of Receipt of Tender Document shall be signed by the “Contact Person” and “Authorized Representative and Signatory”. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering contractual commitments on behalf of the Tenderer etc. The Covering Letter submitted by the Tenderer shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
16. The Tender (and any additional information requested subsequently) shall also bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the Tender.
17. MPCB reserves the right to reject any or all the Tenders without assigning any reason whatsoever
18. Conditional Tenders may be summarily rejected.
19. Mere submission of information does not entitle the Tenderer to meet an eligibility criterion. MPCB reserves the right to vet and verify any or all information submitted by the Tenderer.
20. If any claim made or information provided by the Tenderer in the Tender or any information provided by the Tenderer in response to any subsequent query by MPCB, is found to be incorrect or is a material misrepresentation of facts, then the Tender will be liable for rejection and the Tender Security will be forfeited. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of MPCB and if MPCB is adequately satisfied.
21. The Tenderer shall be responsible for all the costs associated with the preparation of the Tender. MPCB shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
22. MPCB may, at its discretion, extend this deadline for submission of Tenders by amending the Tender which will be intimated through MPCB website, in which case all rights and obligations of MPCB and Tenderer will thereafter be subject to the deadline as extended.

6.5. VALIDITY OF THE PRICE TENDER

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

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

6.6. FEES AND DEPOSITS TO BE PAID BY THE TENDERERS

6.6.1. Fees for Tender document

Non-refundable Tender document fees of Rs.10, 000.00 (Rs. Ten Thousand Only) should be paid by the Tenderer through e-payment gateway. Tender not accompanied by such fees will be rejected and not considered for evaluation and further process. No exemptions whatsoever will be given to any of the parties for this clause.

6.6.2. Earnest Money Deposit (EMD)

Tenderers shall pay a fee of Rs. 4,00,000.00 (Rs. Four lakhs Only) towards Earnest Money Deposit (EMD) vide e-payment methodology through the e-tender portal as per guidelines given in Annexure – 5 of this Tender. No exemptions whatsoever will be given to any of the parties for this clause.

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

1. If the Tenderer withdraws his Tender at any time during the stipulated period of Tender validity as per Section 9.1 (or as may be extended).
2. If the Tenderer, for the period of Tender validity:
 - a. In MPCB's opinion, commits a material breach of any of the terms and / or conditions contained in the Tender Document and / or subsequent communication from MPCB in this regard and / or
 - b. Fails or refuses to execute the LoA (in the event of the award of the Project to it) and/or
 - c. Fails or refuses to furnish the Performance Bank Guarantee (PBG) within the stipulated time
3. Any claim made or information provided by the Tenderer in the Tender or any information provided by the Tenderer in response to any subsequent query by MPCB, is found to be incorrect or is a material misrepresentation of facts

In the event that any Tender is non-responsive or rejected after technical evaluation, the EMD of such Tenderers shall be refunded without opening Cover – 2 of their Tender.

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

7. SUBMISSION OF TECHNICAL TENDER: COVER - 1

7.1. CRITERIA FOR MINIMUM ELIGIBILITY AND TENDER RESPONSIVENESS:

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

1. The Party should be a registered public / private limited company registered / incorporated under The Companies Act, 1956 or a registered Trust or a NGO. Party should be involved in Health Care Education / Business or in business of Scientific and Technical Inventorization services for minimum FIVE (5) years as on 31st March 2022.
2. The Party should have executed in past three financial years ending 31st March 2022, at least order for execution of scientific survey for value
 - a. Min One order for more than Rs. 10 Lakh OR
 - b. Two orders for more than Rs. 5 Lakh each.
3. The party should be profitable in each of the past three financial years.
4. The party should not be blacklisted by any Govt or Semi Govt organization. The party should submit a declaration to that effect.
5. The party should have paid the fees towards the Tender Document and EMD as mentioned in this document.

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

7.2. COVER 1: INFORMATION FORMATS

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

Cover 1	Technical Tender
Section 1	<ul style="list-style-type: none">A. Covering Letter as per the format specified in EXHIBIT 1B. Certificate of incorporation / registrationC. Attested copy of Power of AttorneyD. GST CertificateE. PANF. Copy of document to substantiate clause 7.1 (1)G. Copy of the order to substantiate clause 7.1 (2)H. Copy of Order to substantiate clause 7.1 (3)I. Document to substantiate clause 7.1 (4)J. Documents to substantiate clause 7.1 (5)
Section 2	<ul style="list-style-type: none">A. Documentary Proofs as testimony for Evaluation of Technical Tenders as per criteria listed in Section 7.4.1B. Technical proposal highlighting<ul style="list-style-type: none">• Organization Profile• Resource details<ul style="list-style-type: none">a. Manpowerb. Equipment / Tools (with details whether owned / leased)• Proposed methodology to execute the assignment• Any other salient points that require to be highlighted• Expectations from MPCB for seamless execution of the assignment

7.3. TECHNICAL TENDER - COVER 1

The Cover 1 submission will also include Technical Tender of the Tenderer.

1. The technical Tender should be in line with the requirements of MPCB as mentioned in the Tender (Annexure -2) and the Scope of Work mentioned in Annexure 3
2. The Tender should explain proposed methodology for undertaking the project as envisaged in the Tender document.
3. The Tender should also explain the resource (manpower, spares, etc) deployment plan, with candidates proposed, if any, with proposed organization structure for MPCB support with escalation matrix.
4. The Tender should have all relevant testimonials, so as to ensure they score maximum marks under the evaluation system defined in section 7.4.1

7.4. TECHNICAL TENDER: EVALUATION CRITERIA & PROCESS

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

The guidelines for evaluation have been designed to facilitate the objective evaluation of the Technical Tender submitted by the Tenderer. The information furnished by the Tenderers in the technical Tender shall be the basis for this evaluation. In case any of the information is not made available, the Committee will assign zero (0) marks to that item.

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

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

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

7.4.1. Evaluation of Technical Tender

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

Sr. No.	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
1	Organisation constitution		15	
	NGO / Trust	10		Certificate of Incorporation / registration etc.
	Private / Public Limited	15		
2	Financial Capability		15	
	Average Annual Turnover (AT) of the organisation for past three years ending 31 st March '21			Certificate from CA
a	AT Rs 1.00 Cr - Rs. 5.00 Cr	5		
b	AT Rs. 5.00 Cr - Rs. 10.00 Cr	10		
c	AT ≥ Rs. 10.00 Crores	15		
3	Past Performance (No. of similar orders / assignments in Healthcare Sector for survey, and inventorization executed in last 5 years ending 31st March 2022 for value min Rs. 5 Lakh, each)	Six (6) Mark Per Order (Max-5 orders)	30	Copies of the orders executed in last 5 year ending 31/03/2022 with completion certificate from customer.
4	Organisation Certification		15	Valid certification on the date of bidding
	ISO 9001 – 2015	10		
	Any other Survey / Systems related Certification	5		
4	Presentation of a case study where the Party has executed a similar project and methodology for MPCB assignment. Presentation should include following		25	Detailed write-up and Presentation to be given to MPCB
a	Understanding of MPCB assignment	2		
b	Manpower and Domain Expertise to be provisioned	5		
c	In house GIS Expertise and facilities	5		
d	Detailed Execution Methodology	8		
e	Deliverables	5		
TOTAL MARKS			100	

Each responsive Tender will be attributed a **Technical score**. The technical score shall be out of a maximum of 100 marks.

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

After technical evaluation, MPCB will rank the Tenderers in descending order of their technical scores with the top ranked Tenderer having the highest technical score. If any Tenderer is found to be technically inadequate to the requirements of MPCB, i.e. if the technical marks are lower than **60**, then that Tenderer's Tender would be deemed non-responsive for further evaluation and would not be considered further in the Tendering process.

If in case, after technical evaluation, only one Tenderer is found to be responsive &

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

eligible, i.e. if the technical marks of only one Tenderer are more than or equal to 60, the Board will decide an acceptable price band and open Price Tender of the only eligible Tenderer. If the price Tender of the Tenderer falls within the price band specified by the Board, the Tenderer will be declared as the SUCCESSFUL TENDERER.

7.5. PRESENTATION BY TENDERERS

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

8. EVALUATION OF PRICE TENDER: COVER 2

8.1 PRICE TENDER PARAMETERS

Tenders received after the scheduled time will not be accepted by MPCB under any circumstances. MPCB will not be responsible for any delay for any reason whatsoever.

Tenderers are required to offer their best prices for the services only in the format of the price Tender given at Annexure-4 of this tender document. Price offer in any other format will result in rejection of the Tender and disqualification of the Tenderer from the evaluation process.

1. A Tenderer can submit tender for any number of District Groups (as defined in ANNEXURE – 1). The tenderer **MUST** mention the number of groups being tendered as a part of their Technical Submission.
2. The Tenderer has to quote price for each of the District Groups that is being tendered for. This price has to be mentioned in the Price Bid Format (Annexure – 4) only. If a Tenderer is not tendering for a particular District Group, a price of Rs. 0.00 (Rs. Zero) should be mentioned in the Price Bid format. It will be deemed that any Tenderer mentioning amount as Rs. 0.00 (Rs. ZERO) is **NOT** quoting for the District Group.
3. Although the price bid format mentions **GRAND TOTAL**, this is just to follow the regulations of the portal. Each of the tenderer, whose Price Bid (Envelope 2) is opened, will be separately evaluated for each of the District Groups that has been tendered for. The Tenderer quoting the Lowest Price for the respective District Group, will be awarded the Tender and will be declared as Successful Bidder. e.g. Price Bids received from all Tenders for District Group A will be evaluated and the lowest price tenderer for District Group A, will be declared as the Successful Bidder for Group A only. Similar award process and criteria will be applicable for each of the District Groups defined.

8.2 EVALUATION OF PRICE TENDERS AND RANKING

The price Tenders of only technically successful Tenderers whose technical Tenders have scored **60** or more marks will be opened.

8.3 AWARD CRITERIA

Final choice of MPCB to award this e-Tender to a suitable Tenderer shall be made on the basis of lowest bid value for each group (A-E).

The Tenderer quoting the Lowest Price for the respective District Group, will be awarded the Tender and will be declared as Successful Bidder. e.g. Price Bids received from all Tenders for District Group A will be evaluated and the lowest price tenderer for District Group A, will be declared as the Successful Bidder for Group A only. Similar award process and criteria will be applicable for each of the District Groups defined.

8.4 NOTIFICATION OF AWARD

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

9. PAYMENT TERMS

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

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

1. Within 15 days of MPCB issuing the LoA, the Successful Tenderer will sign the Contract including the SLA. The successful Tenderer at its cost, charges and expenses will submit a PBG for an amount equivalent to 10% of the value of the contract in favor of MPCB at the time of signing of the contract. The PBG shall be in the form of a guarantee/s of a Nationalized Bank acceptable to MPCB and shall be valid till the end of NINE (9) months from the date of issuance, to be extended as and if may be required.
2. MPCB will release the payment to the Service Provider as per the following schedule
 - a. 25% of the contract value will be paid upon sign-off of a project plan and schedule with MPCB along with submission of PBG.
 - b. 50% of the contract value will be paid after completing survey of HCEs of all Taluka and submission of inventory report
 - c. 25% of the contract value will be paid after submission of Digital and Hard Copy report (5 numbers) after QA/QC by the Successful Bidder.
 - d. HCEs more than as estimated in Annexure – 1: For every 50 additional HCEs or part thereof, surveyed and inventorised by the Successful Bidder for the respective District Group, over and above the estimated numbers (Annexure –

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

1), a pro-rata payment (Bid value w/o taxes / number of estimated HCEs for the District Group) for additional surveyed HCEs will additionally be made by MPCB after validation of the data by MPCB.

3. All payments will be made vide a crossed cheque payable in Mumbai and within 30 days of submission of invoice and after due scrutiny of the performance / progress and after deduction of penalties for the period, if any.

9.3 Penalties: MPCB will levy following penalties on the Service Provider for not meeting the target activities mutually agreed between the service Provider and MPCB

- a. The survey should start within Fifteen (15) days of the issue of LoA by MPCB. A penalty of 2% of the contract value for delay of every week or part thereof beyond FIFTEEN (15) days will be charged.
- b. The project will be monitored on monthly basis by respective Regional Officer, MPCB. Progress targets will be monitored as per the project plan mutually agreed between MPCB and Successful Tenderer as per RFP clause 9.2 (2a) . Any shortfall in achieving these targets will attract a penalty of 2% of the contract value per week of delay.
- c. MPCB will independently validate the inventory data. In case of errors / false data and / or omission of “Occupiers”, MPCB will levy penalties as follows –
 - i. Omission of Occupiers in each District Group > 10% : Penalty of 10% of project value
 - ii. Omission of Occupiers in each District Group > 5% but < 10%: Penalty of 5% of project value
 - iii. Errors / False data in each District Group > 10% : Penalty of 10% of project value
 - iv. Errors / False data in each District Group > 5% but < 10%: Penalty of 5% of project value

10. INDEMNIFICATION

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

11. ASSIGNABILITY

The successful Tenderer will not assign its rights, title or interest in the contract in favor of any third party without prior written consent of MPCB. MPCB reserves its rights to grant such consent on such terms and conditions, as it deems fits and proper. MPCB's decision to grant such consent or refusal to grant such consent shall be final.

12. CONFIDENTIALITY

Successful Tenderer shall hold data and information about MPCB, obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of MPCB. The successful Bidder will be required to sign a Non-Disclosure Agreement (NDA).

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

13. CORRUPT & FRAUDULENT PRACTICES

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

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

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

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

14. TERMINATION OF CONTRACT

14.1 Termination for Default

MPCB without prejudice to any other remedy available for breach of Contract may terminate the Agreement in whole or in part, by a 30 days' notice in writing to the Service Provider for any one or all of the following. On such termination, in addition to any other remedy available under the contract the EMD, Implementation/ performance Security will be liable for forfeiture.

1. If the Service Provider fails to maintain the systems to the minimum assurance quality as per the scope of the work or
2. If the Service Provider fails to provide all or any of the Contracted services as per SLA specified in the Agreement or

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

3. If the Service Provider in the judgment of MPCB has engaged in corrupt, fraudulent practices, MPCB shall afford an opportunity to the Service Provider to represent his case before termination of the agreement.
4. MPCB shall issue a notice explaining the nature of violations committed by the facilitator and / or afford an opportunity to the Facilitator to represent his case before termination of the agreement.
5. In the event MPCB terminates the Agreement in whole or in part, MPCB may procure upon such terms and in such manner as it deems appropriate service similar to those undelivered and the Service Provider shall be liable to pay to MPCB for any excess costs occurred for procuring such similar services.

However, the Service Provider shall continue to perform the agreement to the extent not terminated.

14.2 Termination for Insolvency

If the Service Provider becomes bankrupt or otherwise insolvent, MPCB may terminate the Contract by giving written notice of 30 days to the Service Provider. In this event, termination of the contract will be without compensation to the Service Provider, provided that such termination shall not prejudice any right to action or remedy available to the MPCB which is provided in the Tender document.

14.3 Termination for Convenience

MPCB may by written notice to the Service Provider terminate the Contract in whole or in part at any time for its convenience and the extent to which performance of the Service Provider under the Contract is completed. In such event the MPCB may elect to pay to the Service Provider a mutually agreed amount for partially completed services, within 30 days from the date of termination of contract.

15. ARBITRATION

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

16. LEGAL JURISDICTION

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

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

17. EXHIBIT – 1

FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Tenderer on Company Letterhead along with the Cover 1 of the Tender)

Date:
Place:

To,

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

Dear Sir,

Sub: Selection of Service Provider for Inventorization of Bio Medical Waste generators, Occupiers in state of Maharashtra

Please find enclosed our Tender for “**Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”** in response to the Tender Document issued by **MPCB** dated

We hereby confirm the following:

1. The Tender is being submitted by (name of the Tenderer) who is the Tenderer in accordance with the conditions stipulated in the Tender.
2. We have examined in detail and have understood the terms and conditions stipulated in the Tender Document issued by **MPCB** and in any subsequent communication sent by **MPCB**. We agree and undertake to a Tender by all these terms and conditions. Our Tender is consistent with all the requirements of submission as stated in the Tender or in any of the subsequent communications from **MPCB**.
3. Out of the FIVE (5) District Groups, we are Tendering for GROUP A / GROUP B / GROUP C / GROUP D / GROUP E <Strike out whichever NOT APPLICABLE> (TOTAL <number> of Groups).
4. We have enclosed the EMD as per the Tender terms.
5. The information submitted in our Tender is complete, is strictly as per the requirements as stipulated in the Tender and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Tender.
6. We as the Tenderer (Please strike out whichever is not applicable), designate Mr/Ms (mention name, designation, contact address, phone no., fax no., etc.), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of us in respect of the Project.

For and on behalf of:

Signature:

(Authorized Representative and Signatory)

Name & Designation of the Person:

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

18.

EXHIBIT – 2

FORMAT FOR COVERING LETTER SUBMISSION- WITH PRICE TENDER

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

Date:

Place:

To,

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

Dear Sir,

Sub: Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

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

The cost of the services to be provided as per the requirements stipulated in this Tender is mentioned in the Price Tender as per Annexure – 4 of the Tender.

The prices quoted are for the Scope of Work mentioned and includes cost of manpower, infrastructure (software and hardware), travel, insurance of manpower and any other allied costs associated with completion of the deliverables within the stipulated time frame. The prices are separately being quoted for respective District Group of our interest and a Price of Rs. 0.00 (Rs. ZERO) is being mentioned against the District Group for which we are not intending to bid / Tender for.

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

For and on behalf of:

Signature (Authorized Representative and Signatory of the Tenderer):

Name of the Person:

Designation:

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

19. EXHIBIT – 3

FORMAT FOR SUBMITTING GENERAL INFORMATION OF COMPANY
(To be submitted on Company Letterhead along with supporting documents)

Date:

Place:

Details of the Organization	
Name of organization/ Company	
Nature of the legal status in India	
Legal status reference details	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarter	
Address of the Registered Office in India	
Number of Branch offices and list of same with addresses (Pls use additional sheets if required)	
Organisation Certifications (List of certifications for the organizations which are relevant with the work defined in EoI)	
Technical, Management resources available (categorized by roles, relevant certifications and experience)	
Other Relevant Information	

For and on behalf of:

Signature (Authorized Representative and Signatory of the Party):

Name of the Person:

Designation:

*Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers
generating Bio Medical Waste in the state of Maharashtra”*

20. EXHIBIT – 4

FORMAT FOR SUBMITTING FINANCIAL INFORMATION OF COMPANY
(To be submitted on Letterhead of Chartered Accountant)

Date:
Place:

Financial Information			
	FY 2018-19	FY 2019-20	FY 2020-21
Turnover (in INR crores)			
Profitability	(YES / NO)	(YES / NO)	(YES / NO)
Other Relevant Information			
Mandatory Supporting Documents: Certificate from Company Auditor certifying the Turnover for the Last three financial years; 2018-19, 2019-20, and 2020-21			

For and on behalf of:

Signature (Authorized Representative and Signatory of the Party):

Name of the Person:

Designation:

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

21. EXHIBIT – 5

FORMAT FOR SUBMITTING PAST EXPERIENCE OF COMPANY / ORGANISATION
(To be submitted on Company / Organisation Letterhead along with supporting documents)
(Parties may use additional sheets to give description of assignment)

Date:
Place:

Information about relevant experience in past about BMW / HCE inventorisation				
Sr. No.	Name of Client	Brief Description of Assignment	Duration of Assignment	Year of Execution

For and on behalf of:

Signature (Authorized Representative and Signatory of the Party):

Name of the Person:

Designation:

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

22. EXHIBIT – 6

**FORMAT FOR SUBMITTING PROPOSED TEAM STRUCTURE
(To be submitted on Letterhead of the Bidder)**

The Bidder must give information of the proposed Team Structure for each of the Group of District for which the Bid is being submitted. Pls note that the Bidder is free to decide any additional roles and / or number of resources as they deem fit. The number of resources for any of the Group of Districts CAN NOT be lower than the Minimum required as mentioned in the Scope of Work document.

The Bidder MUST give this information in the format mentioned (separate sheet for each Group mentioning the Group name) as a part of the Technical Bid. The Bidder should further give an undertaking as follows

“We <Name of the Bidder> hereby declare that if awarded the project, we will deploy the following team in each of the Group for which we are awarded the work. If, at any time during execution of the project, it is found that we are not deploying the declared number of dedicated resources as mentioned in the table, MPCB can initiate appropriate penal action including cancellation of Order / Contract. In such case, we will be solely responsible for the consequences.”

TEAM STRUCTURE FOR GROUP A / B / C / D / E

Sr. No.	Role	Responsibility	Qualification and Experience	On-field / Off-Site	Number of min. Resources per Dist. Group
1	Project In-charge /Team Leader	Overall in-charge, SPOC, project scheduling, resource management, coordination with MPCB, Review meetings, regular updates, conflict management, scope and schedule management. Overall in-charge of all deliverables, Field team management, field resource and issue management, internal review and report generation for the group, Training Field Surveyors	Any Postgraduate Degree with Min 10 years of experience in Project Management / Execution	Off-Site	1
2	Field Surveyor	Field Survey, Collection of Data from field, Uploading the data with ALL required parameters	Min 12 th Standard pass with 2 years' experience	On-field	Based on efforts / HCEs (Min 5 for each District Group)
3	IT Team	Handle the IT support for the field and back-office team. DB Management, GIS Management and reporting	Graduate with Min 5 years' experience in respective domain	Off-Site	1 – DBA 1 – GIS Expert

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

23. ANNEXURE – 1

LIST OF GROUPS OF DISTRICTS AND ESTIMATED NUMBER OF OCCUPIERS

Sr. No.	Group	District	No. of estimated Occupiers in each group (rounded to)
1	Group A	1. Mumbai City	6000
		2. Mumbai Sub Urban	
		3. Thane	
		4. Palghar	
		5. Raigad	
2	Group B	6. Pune	7200
		7. Solapur	
		8. Satara	
		9. Sangli	
		10. Kolhapur	
		11. Ratnagiri	
		12. Sindhudurg	
3	Group C	13. Nashik	5000
		14. Ahmednagar	
		15. Dhule	
		16. Jalgaon	
		17. Nandurbar	
4	Group D	18. Nagpur	4000
		19. Bhandara	
		20. Gondia	
		21. Amravati	
		22. Akola	
		23. Washim	
		24. Buldhana	
		25. Chandrapur	
		26. Yavatmal	
		27. Wardha	
		28. Gadchiroli	
5	Group E	29. Aurangabad	7000
		30. Jalna	
		31. Osmanabad	
		32. Latur	
		33. Nanded	
		34. Parbhani	
		35. Hingoli	
		36. Beed	

NOTE: The actual number of ‘Occupiers’ can be higher than the numbers mentioned above.

24. ANNEXURE – 2

PROPOSED METHODOLOGY, GUIDELINES AND OBJECTIVES FOR STUDY

A detailed Bio Medical Waste generator, Occupier's assessment study should be planned by the Tenderer in conjunction with Maharashtra Pollution Control Board for the State of Maharashtra.

Objectives of the Study:

The study / survey should be conducted to fulfill the following objectives

- To identify and enlist the Bio Medical waste Occupiers generating, handling and disposing Bio Medical Waste.
- To assess quantify the Bio Medical generation in each Taluka of each district.
- To record the present status of BMW Authorization and consent under Water/Air act, if applicable.
- Prepare digital directory of the HCEs and stakeholders

25. ANNEXURE - 3

SCOPE OF WORK

In order to execute this assignment, it is essential for the service Provider(s) to establish the BMW business chain which links different stakeholders, to understand associated environmental impacts.

The Service Provider is expected to plan the execution through following phases

Phase 1: Mobilization and work plan

Phase 2: Data Collection/ Field Work

Phase 3: Database creation and GIS mapping for creating Digital Inventory

Phase 4: Report findings and analysis using digital database and centralized software

The detailed scope of work will include following key activities

1. Study / survey:

The study / survey shall be conducted for the areas mentioned in Annexure -1. The methodology and guidelines adopted should be as mentioned in Annexure – 2. The study / survey will identify and describe the following:

- The stakeholders
- Their respective geographical distribution in the study area

The study should include the identification of stakeholders, classification of HCE (Bedded, and non-bedded HCEs (excluding clinics and dispensaries), AYUSH, Veterinary, Blood Bank, Path Labs., diagnostic centers etc), further their geographical location should be determined/ recorded.

2. Inventorization:

2.1 Inventory of Occupiers and generators of Bio Medical Waste.

2.2 Development of Application / tool along with appropriate DB structure (MS SQL) for data collection and reporting.

2.3 Mapping through ARC GIS platform.

2.4 All the hardware and licensing requirements to be fulfilled by the Successful Bidder with indemnification to MPCB against any unauthorized use of software.

2.5 Transfer all IP and Source code to MPCB along with exclusive rights for usage. Successful Bidder will have no rights on the application / database once the project is handed over.

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

3. Reporting:

The following reports should be submitted to MPCB by on completion of the work:

- 1 Final report on Bio Medical Waste Generators & Occupiers and quantitative database of the stakeholders with geo tagging THREE (3) sets in hard copy format and digital data for each District assigned.
- 2 A report on the present status of BMW Authorization and Consent under Water/ Air act.
- 3 A directory containing name, Address, & contact details of Bio Medical waste generators in these areas with GIS mapping.
- 4 Tagging each HCFs with KYC and Other Related record.

The outputs in draft form should be presented before the coordinator and may be submitted in advance to seek acceptance by MPCB.

Study area and duration of Study:

The study area shall include whole state of Maharashtra or the jurisdiction allocated. MPCB reserves the right to split and allocate the work based on geographical area, to multiple Service Providers.

This study would be carried out in the time frame of six months starting from the date of issue of Work Order.

4. Resource Deployment

The Successful Bidder/s will be required to deploy team of resources – both on-field and off-site (back office). The suggested team structure per Group of Districts as per Annexure -1, should be as follows

Sr. No.	Role	Responsibility	Qualification and Experience	On-field / Off-Site	Number of min. Resources per Dist. Group
1	Project In-charge /Team Leader	Overall in-charge, SPOC, project scheduling, resource management, coordination with MPCB, Review meetings, regular updates, conflict management, scope and schedule management. Overall in-charge of all deliverables, Field team management, field resource and issue management, internal review and report generation for the group, Training Field Surveyors	Any Postgraduate Degree with Min 10 years of experience in Project Management / Execution	Off-Site	1
2	Field Surveyor	Field Survey, Collection of Data from field, Uploading the data with ALL required parameters	Min 12 th Standard pass with 2	On-field	Based on efforts / HCEs

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

			years' experience		(Min 5 for each District Group)
3	IT Team	Handle the IT support for the field and back-office team. DB Management, GIS Management and reporting	Graduate with Min 5 years' experience in respective domain	Off-Site	1 – DBA 1 – GIS Expert

The above-mentioned resources are minimum expected resources to be deployed per Group by the Successful Bidder. However, the Bidder may choose to deploy more resources based on their effort estimates to complete the project within the given timelines.

MPCB Responsibilities:

1. Issue of Authority Letter to the Successful Bidder/s for conducting survey on behalf of MPCB
2. Provide IT facility to host the data in a secure environment
 - a. Appointing Technical Coordinator from PSO and IT division
 - b. Data Storage Space on Servers
 - c. Develop api's to publish data in the format provided by Successful Bidder

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

26. ANNEXURE – 4

Price Tender Format

Note: *Commercial Offer has to be entered online. An Online Form, similar to the Commercial format given below, will be available to the Tenderers in Commercial Envelope (C1) during Online Tender Preparation stage where Tenderers would quote their offer. Additionally, the Tenderer should also submit a softcopy of their price Tender in the format mentioned below duly printed on their Company Letterhead and signed and sealed as mentioned in the Tender. Commercial Tenders not received in this manner / in any other format will be considered as non-responsive and hence may not be evaluated.*

Sr. No.	Description	Base Price without Taxes	Taxes	Amount
		A	B	C = A + B
	Services for Inventorization Occupiers generating Bio-Medical Wastes in Maharashtra State as per Annexure 2 and Scope of work mentioned in Annexure 3 across locations mentioned in Annexure 1 (Group A-E)			
1	Group- A			
2	Group- B			
3	Group- C			
4	Group- D			
5	Group- E			
	GRAND TOTAL			

Amount in Words Rs.: _____

- Note:
1. Taxes will be paid extra as per the prevailing rates at the time of invoice
 2. The prices quoted are for the scope as mentioned in Annexure 3 for the state of Maharashtra
 3. The prices are valid for 180 days from the date of Tender.
 4. Cost of Tender for each group will be evaluated separately for award of work.

For and on behalf of:

Signature (Authorized Representative and Signatory of the Tenderer):

Name of the Person:

Designation:

Date:

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

27. ANNEXURE – 5

DETAILS FOR E-TENDER PROCEDURE

NOTICE DETAILS

Tender Reference no.	MPCB/PSO/BMW/01/22 Date : 28/09/2022
Name of Work / Item	Selection of Service Provider for Inventorization of Occupiers generating Bio-Medical Wastes in Maharashtra State
Cost of blank tender document & Mode of Payment	Rs. 10,000/-
EMD Amount & Mode of Payment	RS. 4,00,000/- to be paid through Online Payment Mode i.e. Net Banking
Date ,Time and Place of Pre Tender Meeting	Hrs at MPCB Conference Hall,Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Venue of online opening of tender	MPCB Conference Hall, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Address for Communication	Member Secretary MPC Board, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Contact Telephone & Fax Numbers	Tel. No. - 022- 240 87 295, 022- 240 10437 Fax - 022- 240 87 295 Email - psa@mpcb.gov.in

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

e-TENDER TIME SCHEDULE

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

Sr. No.	Activity	To be performed by	Start		Expiry	
			Date	Time	Date	Time
1	Release of E-Tender	Department	28.09.22	12:30	28.09.22	13:30
2	E-Tender Download	Bidder	28.09.22	12:30	14.10.22	17:00
3	Queries from Bidders	Bidders	28.09.22	12:30	3.10.22	15:00
4	Pre-bid Meeting	Department	4.10.22	15:00	4.10.22	16:00
5	Bid Submission	Bidders	28.09.22	12:30	14.10.22	17:00
6	Technical Bid Opening (Envelope - 1)	Department	17.10.22	11:30	17.10.22	12:30
7	Price Bid Opening – Tentative (Envelope - 2)	Department	21.10.22 11:30			

Presentations from each of the Bidder will be scheduled on **19.10.2022** from 11:30 Hrs onwards. Bidder-wise schedule will be informed later.

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

INSTRUCTIONS TO TENDERERS FOR e-Tendering

1. The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee through e-Tendering Online Payment Gateway mode only.
2. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
3. Bidders are also advised to refer “Bidders Manual Kit” available in this document or at <https://mahatenders.gov.in> for further details about the e-tendering process.
4. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

5. Note-

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

PREPARATION & SUBMISSION OF BIDS

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

EARNEST MONEY DEPOSIT (EMD)

Bidders are required to pay Tender Fees and Earnest Money Deposit through Online Payment modes i.e. **Net Banking** during Bid Preparation Stage.

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

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

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

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

TECHNICAL BID

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format. The list of documents for Technical Envelope is as follows:

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

Sr. No.	List of Documents	Compulsory / Additional
1	Covering Letter along with its annexure as per Format in EXHIBIT 1	Compulsory
2	Attested copy of Power of Attorney	Compulsory
3	Proof of Purchase of RFP	Compulsory
4	EMD as per Section 6.6.2	Compulsory
5	Certificate of incorporation / Registration / Partnership deed	Compulsory
6	GST Registrattion certificate	Compulsory
7	Copies of documents in compliance of Section 7.1	Compulsory
8	Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1	Compulsory
9	Covering Letter As per Format in EXHIBIT 2	Compulsory
10	ANYTHING ELSE	

COMMERCIAL BID

All commercial offers must be prepared online (An online form will be provided for this)

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

Online Bid Submission

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

OPENING OF BIDS:

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

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

TECHNICAL ENVELOPE (T1):

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

Inviting Tender for Selection of Service Provider for “Inventorization of Occupiers generating Bio Medical Waste in the state of Maharashtra”

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

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

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

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

COMMERCIAL ENVELOPE (C1):

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only, and for those Bidders who have qualified through Technical Qualification Criteria.