

RFP Reference No. MPCB/PSO/INVENTORIZATION-BMW/2024-25 (Corrigendum 2)
Request for Proposal for Selection of an Agency for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System

MAHARASHTRA POLLUTION CONTROL BOARD

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Mumbai-400 022.

Corrigendum 2

Date:13/08/2024

Minutes of Pre-Bid Meeting for “Request for Proposal for Selection of an Agency for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System”

1. Brief about the meeting

Date: 06/08/2024, Tuesday, Time: 3:00 PM – 3:50 PM

Venue: 4th floor, Conference Hall, MPCB and online meetings over MS Teams platform.

2. Agenda Table 1: Pre-Bid Meeting attendees

The following attendees were present for the Pre-Bid Meeting:

Sl. No.	Name	Designation and Organization	In-person / Online
1	Shri. Nandkumar Gurav	AS(T), MPCB	In-person
2	Dr.V.M. Motghare	JD(APC), MPCB	Online
3	Dr. Vishwajeet Thakur	PSO, MPCB	In-person
4	Shri. Shankar Waghmare	RO(BMW), MPCB	On-line
5	Shri. Dinesh Sonawne	SO, MPCB	Online
6	Ms. Sneha D. Kamble,	SRO, PSO div, MPCB	In-person
7	Shri. Dhananjay Nanekar	Officer, MPCB	In-person
8	Shri. Saptarshi Das	Consultant, M/s KPMG	In-person
9	Shri. Prabhakar Bagade	Consultant, M/s KPMG	Online
10.	Shri. Rajesh Bidye	Representative of M/s Innowave IT Infra.	In-person
11.	Shri. Mukesh Kumar	M/s. Pioneer Foundation Engineers Pvt.Ltd	In-person

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3. Main Points Discussed Table 2: Pre-Bid Queries

Sl. No.	Page No. and Clause Reference	RFP Condition	Change Request / Clarification required	Clarification/Amendment by MPCB
1	Pri-Q	<p>“*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</p>	<p>Please remove the word "GPS". Other organizations were insisting on conducting surveys using mobile applications. Our experience letter does not mention GPS when we captured geocoded data using Mobile based application.</p>	<p>The revised clause should be read as: “*Similar Works” for “Project Experience 1” means project(s) scope involves:</p> <ol style="list-style-type: none"> 1. Field survey using 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
2	Pri-Q	<p>“*Similar Works” for “Project Experience 1” means project(s) scope involves: 3. Mobile App development (integrated with enterprise project of separate)</p>	<p>In the past, the government organizations were insisting on the 'survey data' and not on the 'mobile app', although the mobile app was imperative for project execution. Hence, it is difficult to get an experience letter about mobile app ownership. We request you delete this requirement and replace it with experience in conducting the survey of 50,000 or 100,000 properties in a single work order.</p>	<p>No Change.</p>

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3	4.1.2	a) Health Care Facilities: 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.	Please confirm that printing the receipt would be the function of the 'Bio-waste collecting organization'. Are we supposed to handle the collection?	The requirement stated in this clause is for understanding and reference only. Handling of Bio-waste collection is not within the scope of this RFP.
4	4.4	4.4 Payment Terms 1. Payment against delivery and acceptance of bio-medical waste generators' inventory	The first payment can be expected no sooner than T0+6 months. Please modify the payment terms. Make a certain percentage of the project payment contingent upon the acceptance of the SRS. No work should start before the acceptance of the SRS. How much time will MPCB take to accept the SRS?	No Change.
5	4.4	Inventorization of biomedical waste generators through field survey	Acceptance of the SRS will clarify the type of survey data expected during the project. Survey data should be accepted on a monthly basis, and payment for the delivered/accepted data should be released upon data acceptance. It will assure the financial viability of the project.	No Change.
6	4.4	Inventorization of biomedical waste generators through field survey	Please share more information on the procedure for survey data validation and acceptance. Is it in-house or by a third party? What is the estimated time duration for data acceptance? The vendor payment would get delayed by that duration of time in addition to the stated duration in the RFP document.	The delivered data by selected agency will be validated and accepted by MPCB as per MPCB's procedure.
7	4.6	4.6 Penalties/ SLAs	This Section shares information on the penalties/SLAs to be imposed on the vendor. Include information about the acceptance method to be used by MPCB, the duration for data acceptance, confirmation letter release,	Refer clarification of Sr. no. 6 of this document for acceptance. No bonuses are applicable within the scope of this RFP.

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			and any bonuses applicable to the vendor in case of payment gets delayed by MPCB.	
8	8.3	8.3 Format for Financial Bid / Commercial Bid:	Please include payment terms against the delivery and acceptance of the SRS document.	No Change.
9	9.4	8: 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.	Please Modify this IP rights definition. It should not restrict vendor to develop a similar software demanded by any other organization in India / Abroad. However we abide your IP rights on your data and your documents.	No Change.
10	9.4	Non-Disclosure agreement: 9: 9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.	Please modify clause 9. This Agreement shall be effective from the date of signing of the agreement and shall continue for 5+1 years from work order date.	Refer Annexure 1 of this document for clarification.
11	9.9	2.1 Annexure I: Format for Proposed Resource Deployment	Please remove or modify this declaration form. Due to this clause, organization has to retain the mentioned resource AT ANY COST Once his name is included in the proposal, which may not be financially affordable.	No Change. Refer Annexure 2 of this document for amended SLA.
12	9.1	Encl: Bio Data of Key members of the Proposed team	We can share the name and experience of the key resource in the given tabular format in the RFP; however, the CV of the resource can be shared after receiving the work order.	No Change. Refer Annexure 2 of this document for amended SLA.
13	9.11	9.11 Annexure K: Important Guidelines issued by CPCB	Please confirm that the stated information is to get acquainted with CPCB guidelines and is not the equipment delivery specifications.	Confirmed.

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14		Weighing Machin, Digital printer, Bar Code Scanner hardware	Please confirm our understanding: the supply of weighing machines, digital printers, and barcode scanner hardware is out of the scope of this RFP.	The understanding is correct.
15	9.14	9.14 Annexure N: CV Format for onsite Manpower to be deployed during Operation and Maintenance	The CV and the name of the resource cannot be committed before receiving the work order of the project.	No Change.
16	Sr no.11	EMD of Rs 31.00 Lakh to be transferred online or through DD	We are an MSME and hence qualify for EMD exepmtions, as per GOI norms. We request to provide EMD exepmtion or else atleast permit submission of Bank Guarantee inlieu of DD/ Online transfer	No Change.
17	PQ5- Project Experience1	Similar nature of work means Field Survey using GPS & Mobile App	We have already developed and implemented a Solution which gives both the GPS & Mobile based survey capturing multiple parameters of the HCF. As we have already developed and implemented the solution as per your requirements, we request you to waive off the Project Experience1 clause. We can easily implement and undertake the survey of the HCF as required.	No Change.
18	PQ6- Project Experience2	Similar nature of work means Design Dev and Implementation of Enterprise Analytical System involving extended Web GIS, Mobile App development, Cloud management etc.	The system is already developed and implemented by us, based on Enterprise Analytical System, along with Web GIS, Mobile app implementation and cloudo management. As we have already developed and implemented the solution as per your requirements, we request you to waive off the Project Experience 2 clause. We can easily implement and undertake the survey of the HCF as required.	No Change.

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19	PQ7- Certification	The Bidder to have ISO9001:2015 and CMMI LEVEL 3	The certifications be allowed to be submitted once the LOA is allotted.	No Change.
20	PQ8- Manpower Strength	The Bidder should have min 50 members on roll	We have already developed the solution, so we have to hire temporary manpower for doing the field survey. Relief to be provided to permit temporary manpower to be hired for the period of the LOA for implementation and field survey.	No Change.
21	Digital Delivery Milestone Data	Digital Inventory delivery per zone: T0 + 6 months	We can deliver the digital inventory in T0 + 3 months. Clarity needed: 80% Payment will be released after 6 months? Balance after stabilization in 1 month?	It is to clarify that T0+6 month the delivery period. The selected bidder may deliver the digital data inventory earlier. 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.
22	FIELD SURVEY & DELIVERY OF SURVEYED INVENTORY	Name, address of the health care facility (HCF)	Current Status - Already Done	Noted.
		Year of establishment of HCF	Most parameters	
		Geotagged photos of the HCF	Already covered	
		No. of floors, rooms, etc. of the HCF	any new fields can be easily added and customized as required.	
		Category of HCF (e.g., Hospital, Nursing home, Clinic, etc.)		

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		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 HCF		
		MPCB Consent status		
		Registration status		
23	MONITORING, DATA RECORDING & ANALYTICS	Digital Handover of biowaste from HCF to Waste Facility Collector, verification of data, periodic analysis on type and qty of waste generated	Already done and implemented	Noted.
24	BARCODE MGMT	Details to be provided incl: Label info/date/ time/weight of each bag Digital data transfer w/o interference Scanning for label sequence/HCF name/HCF code/Type/Color Code of Waste	Already Done. System in place. Labels as per CPCB guidelines	Noted.
25	GIS MAPPING	GIS Map Linked with collected inventory	Partial GIS Map prepared	Noted.
26	SYSTEM SUPPORT RDBMS	OPEN SOURCE supporting the proposed system	already developed open-source p/f	Noted.
27	INTEGRATION WITH MPCB DASHBOARD	Integration of proposed system with MPCB like Consent Mgmt, Bar Code, VTMS etc.	API can be developed	Noted.
28	MOBILE APP	App for Barcode Tags: Label Info/Date/Time Stamp/Digital Data transfer seamlessly etc.	Already developed uploaded & running seamlessly	Noted.

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Sl. No.	Page No. and Clause Reference	RFP Condition	Change Request / Clarification required	Clarification/Amendment by MPCB
29	WEB GIS	Design of system architecture, security plan, portal & mobile app amongst other requirements	Portal, Mobile App Already running	Noted.
30	CLOUD HOSTING	End to End cloud hosting needed	Partial implemented	Noted.
31	SECURITY AUDIT	CERTiN empaneled 3rd Party Agency	This can be done.	Noted.
32	PQ5	<p>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</p>	<p>Requesting to kindly consider The Bidder (Lead member in case of consortium) must have experience in “*Similar works” during last seven (03) 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.</p>	No Change.

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		the partially completed project. c) Project Citation as per format specified in Clause 6.4))		
33	PQ6	<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 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. (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 scope of Work, having completed relevant scope c) Project Citation as per format specified in Clause 6.4 and d) Declaration for having experience Annexure F))</p>	<p>Requesting to kindly consider "The Bidder (Either 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 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.</p>	No Change.
34	PQ7	<p>i) The Bidder (Lead member in case of consortium) shall have: ii) ISO 9001:2015 and iii) CMMI Level 3 or above Certifications</p>	<p>Requesting to kindly consider "</p> <p>i) The Bidder (Lead member in case of consortium) shall have: ii) ISO 9001:2015 and</p>	No Change.

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		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://cmmiinstitute.com/pars/))	iii) CMMI Level 3 or above Certifications for Development/ Services as on last date of submission of bid and iv) ISO 27001:2013"	
35	3.23 Pre-Qualification Criteria	<p>“**Similar Works” for “Project Experience 2” means project(s) scope involves:</p> <ol style="list-style-type: none"> Design, Development, and Implementation of Enterprise Analytical System involving extended web GIS interface Analytical platform can be open source / licensed Mobile App development (integrated with enterprise project of separate) Deployment of the system on public cloud Operation and maintenance of the complete system 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 	<p>Requesting to kindly consider" “**Similar Works” for “Project Experience 2” means project(s) should have some of the below mentioned activities as scope of work:</p> <ol style="list-style-type: none"> Design, Development, and Implementation of Enterprise Analytical System involving extended web GIS interface / Data Integration in Enterprise GIS application Analytical platform can be open source / licensed Mobile App development (integrated with enterprise project of separate) Deployment of the system on public cloud Operation and maintenance of the complete system 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" 	No Change.

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Sl. No.	Page No. and Clause Reference	RFP Condition	Change Request / Clarification required	Clarification/Amendment by MPCB
36	TQ2	<p>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. ((Total Project Value of maximum any three projects submitted meeting the Criteria: Total Project Value >= INR 4.0 Cr. and < INR 6.0 Cr. 10 marks Total Project Value >= INR 6.0 Cr. and < INR 8.0 Cr. 15 marks Total Project Value >= INR 8.0 Cr. 20 marks))</p>	<p>Requesting to kindly consider" Project Experience 1: The Bidder (Lead member in case of consortium) must have experience in “*Similar works” during last seven (03) 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. Total Project Value of maximum any three projects submitted meeting the Criteria: Total Project Value >= INR 2.0 Cr. and < INR 4.0 Cr. 10 marks Total Project Value >= INR 4.0 Cr. and < INR 6.0 Cr. 15 marks Total Project Value >= INR 6.0 Cr. 20 marks</p>	No Change.
37	TQ3	<p>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”</p>	<p>Requesting to kindly consider" Project Experience 2: Requesting to kindly consider "The Bidder (Either 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.</p>	No Change.

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		<p>each costing at least INR 5.0 Cr. OR Three (03) projects with “**Similar works” each costing at least INR 4.0 Cr. (Total Project Value of maximum any three projects submitted meeting the Criteria: Total Project Value >= INR 8.0 Cr. and < INR 12.0 Cr. 10 Marks Total Project Value >= INR 12.0 Cr. and < INR 18.0 Cr. 15 Marks Total Project Value >= INR 18.0 Cr. 20 Marks))</p>	<p>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. Total Project Value >= INR 2.0 Cr. and < INR 4.0 Cr. 10 Marks Total Project Value >= INR 4.0 Cr. and < INR 6.0 Cr. 15 Marks Total Project Value >= INR 6.0 Cr. 20 Marks</p>	
38	PQ 5	<p>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.</p>	<p>We request you to Kindly amend this Clause as: 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. 2.0 Cr. OR Two (02) projects with “*Similar works” each costing at least INR. 1.5 Cr. OR Three (03) projects with “*Similar works” each costing at least INR. 1.0 Cr.</p>	No Change.
39	PQ 5	<p>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</p>	<p>We request to consider partial/phase completion certificate of the ongoing projects.</p>	No Change.

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		mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.		
40	PQ 9	The Bidder (All member in case of consortium) must have office in Maharashtra as on the date of submission of this bid.	We request to consider the clause as: The Bidder (Lead Member) must have office in Maharashtra as on the date of submission of this bid.	No Change.
41	Clause 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	We request to consider the clause as 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 or, Private companies or Listed organization in India.	No Change.
42	TQ 2	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.	We request to consider this clause as: 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 2.0 Cr. OR Two (02) projects with “*Similar works” each costing at least INR 1.5 Cr. OR Three (03) projects with “*Similar works” each costing at least INR 1.0 Cr.	No Change.
43	TQ 2	Total Project Value of maximum any three projects submitted meeting the Criteria: Total Project Value >= INR 4.0 Cr. and < INR 6.0 Cr. - 10 Marks Total Project Value >= INR 6.0 Cr. and < INR 8.0 Cr. - 15 Marks	Total Project Value of maximum any three projects submitted meeting the Criteria: Total Project Value >= INR 1.0 Cr. and < INR 2.0 Cr. - 10 Marks Total Project Value >= INR 2.0 Cr. and < INR 4.0 Cr. - 15 Marks	No Change.

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		Total Project Value >= INR 8.0 Cr. - 20 Marks	Total Project Value >= INR 4.0 Cr. - 20 Marks	

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Annexure 1

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

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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 issue of Work Order and shall continue for a period of two years post successful completion of project contract periods.

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.

RFP Reference No. MPCB/PSO/INVENTORIZATION-BMW/2024-25 (Corrigendum 2)
**Request for Proposal for Selection of an Agency for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and
Implementation of Intelligent Analytical System**

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 :

RFP Reference No. MPCB/PSO/INVENTORIZATION-BMW/2024-25 (Corrigendum 2)
Request for Proposal for Selection of an Agency for Inventorization of Biomedical Waste Generators (Occupiers) in Maharashtra and Implementation of Intelligent Analytical System

Annexure 2

Page No. and Clause Reference	RFP Condition	Clarification/Amendment by MPCB
Page no. 63, 4.6 Penalties / SLAs	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The Successful bidder must comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality, and availability of services.</p> <ul style="list-style-type: none"> • Pre-implementation SLA 	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The Successful bidder must comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality, and availability of services.</p> <ul style="list-style-type: none"> • Pre-implementation SLA

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Page No. and Clause Reference	RFP Condition		Clarification/Amendment by MPCB	
	Definition	Timely Delivery of Deliverable Items would comprise of all type of deliverables including Application Software and Survey	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.	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.	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	<p>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 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/- 	<p>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 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/- 	

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Page No. and Clause Reference	RFP Condition	Clarification/Amendment by MPCB
	<ul style="list-style-type: none"> 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> <ul style="list-style-type: none"> Post-implementation SLA <p>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.</p> <ul style="list-style-type: none"> System Uptime <p>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 (%).</p>	<p>Non availability of any input from MPCB side will not be considered as SLA breach, however the same has to be substantiated.</p> <ul style="list-style-type: none"> Post-implementation SLA <p>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.</p> <p>During maintenance period, the selected bidder shall be allowed to change / replace the onsite resource (s) twice for the remaining project period without any penalty with advance information to MPCB.</p> <p>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> <ul style="list-style-type: none"> System Uptime <p>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.</p>

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	Penalty for non-achievement	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	Penalty for non-	Delay of every day would attract a penalty per day as per the following: For R1 = Rs. 1000/- Per day Penalty																

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	of SLA requirement	The software / tool / regular reports shall be provided by the bidder for calculating the down time of system.	achievement of SLA requirement	For R2 = Rs. 500/- Per day Penalty For R3 = Rs. 250/- Per day Penalty The software / tool / regular reports shall be provided by the bidder for calculating the down time of system.