

# Model RFP Document for engaging Common Bio Medical Waste Treatment Facility Operator

Request for Proposal

Limited Tender Document

SECTION 1

**Notice Inviting Proposals**

**REQUEST FOR PROPOSAL (RFP)**

(Name of Proposal Inviting Authority)

Address.....

.....

Contact Details.....

Email: .....

File No.:.....

Date: .....

RFP for Selection of Common Bio Medical Waste Management Facility for Public Health Facilities

**Schedule to the Invitation of RFP**

1.	Issue date	:	.....
2.	Closing date & time	:	.....
3.	Contact person	:	.....
4.	Pre Bid Meeting	:	.....
5.	Date and time for opening of technical bid	:	.....
6.	Validity of Proposal	:	.....

## **SECTION 2**

### **2.1 Introduction**

Biomedical Waste (management & handling) Rules (BMW Rules 1998) were notified by the Government of India on 20<sup>th</sup> July 1998. During the course of implementation of these rules, valuable insight and operational experience were gained, and a need was felt for amending the rules in order to make them more practical, user-friendly and also for inclusion of newer technology. The rules have been amended in year 2000 & 2003 and recently these rules have been amended in the year 2016 and notified on 28<sup>th</sup> March 2016. There is a major strategic shift in management of Biomedical Waste on few counts, such as (a) Enabling framework for engaging Common Biomedical Waste Treatment Facility (CBMWTF), (b) Enlarging scope of applicability of BMW Rules by including many other generators of Biomedical Waste (c) Amendments in Waste Categorisation and colour coded collection System (d) Requirement of mandatory training of the personnel involved in Bio Medical Waste Management (e) Monitoring of Emissions (f) Reporting format & periodicity (g) Fixing timelines for phasing-out of chlorinated bags and introducing bar-coded tracking system, etc.

The <Name of State Health Department> intends to outsource the management of Bio Medical Waste generated at the public health facilities in the State. <Name of State Health Department> invites Technical and Financial proposals (together known as bid) from Common Bio Medical Waste Treatment Facility Operator (CBMWTF) having valid authorization from SPCB (State Pollution Control Board)/ designated authority for collection, transportation and treatment of Bio-medical Waste generated at public health facilities.

### **2.2 Background**

Healthcare waste has always been considered hazardous because of its inherent potential to cause injuries and spread infections in the community. It also poses a threat of contamination of soil, air, water bodies and underground water table. Such waste gets

generated at many sources - hospitals, health clinics, nursing homes, research laboratories, etc. including during home care. Now under the recently notified Biomedical Waste Rules 2016, its scope has been widened to include the healthcare waste generated in first-aid rooms in schools & colleges, waste from outreach sessions like immunisation services, AYUSH hospitals, etc.

Unscientific management of Bio Medical Waste has following hazards –

- Nosocomial Infections in patients
- Infections and hazards to all category of hospital staff with particular risk to waste handlers
- Transmission of infections from health facilities to community
- Risk to rag-pickers
- Risk associated with hazardous chemicals
- Re-circulation of syringes & other Disposables & drugs
- Air, water and soil contamination
- Offensive to aesthetics & sensitivities of the community.

Generally, 70% - 80% of the waste generated in a Health facility is harmless and akin to household/ municipal waste. It does not require any treatment and specialised method for disposal. Other types of waste has potential to harm living beings and environment, hence it needs to be treated to make it safe before disposing by an environment friendly technology.

### **2.3 Context**

Bio Medical waste (Management & Handling) rules were initially notified on 20<sup>th</sup> July 1998 by the Ministry of Environment, Forests and Climate change, Government of India and the rules were applicable to all healthcare facilities handling more than 1000 patients in a month. Recently the rules underwent major amendments and the amended rules have been notified on 28<sup>th</sup> March 2016. These rules are called as Bio Medical Waste Management Rules 2016, and in this document and other related documents have been referred as BMW Rules 2016.

The BMW Rules 2016 lay down protocols & procedures for segregation, collection, treatment and disposal of the biomedical waste. It also provides duties of different stakeholders in the BMW management system, and as well as different standards for the equipment. The BMW Rules 2016 apply to all persons who generate, collect, receive, store, transport, treat, dispose, or handle bio-medical waste in any form. The rules are applicable to all hospitals, nursing homes, clinics, dispensaries, veterinary institutions, animal houses, pathological laboratories, blood bank, AYUSH hospitals, clinical establishments, research or educational institutions, health camps, medical or surgical camps, vaccination camps, blood donation camps, first aid rooms of schools, forensic laboratories and research labs.

The amended revised rules encourages the health facilities to have a functional linkage with Common Bio-medical Waste Treatment Facility (CBMWTF) for collection, treatment and disposal of the Biomedical Waste. Para 3 of Section 7 of the rules makes it mandatory for health facilities to have such linkages, if a Common Bio-medical Waste Treatment Facility is available within distance of seventy five (75) kilometre. This RFP has been issued for creating an institutional framework to enable state/district/health facilities to engage a Common bio medical waste treatment facility for proper management of healthcare waste, and such arrangement is in compliance to the provision of BMW Rules 2016.

## **SECTION 3: Objectives and Scope of Work**

### **3.1 Objective**

The Objective of this assignment is to ensure that all Public Health Facilities within agreed geographical area have a sound system for Management of Bio Medical Waste, which is in compliance to the provision of BMW Rules 2016. List of Geographical Area is given in Annexure 'A' to this document.

### **3.2 Scope of Work**

#### **3.2.1. Key Deliverables**

The State intends to engage Common Bio Medical Waste Treatment Facility (CBMWTF) coming under the definition of Operator as defined under BMW Rules 2016 for collection, transportation, storage, treatment and disposal of bio medical waste form health facilities.

The State/ District / Health Facility or an enterprise created to manage the health facilities (such as State Health Mission/ State Health Society/ District Health Mission/ District Health Society/ Rogi Kalyan Samiti/ Hospital Management Society) would enter into a service level agreement for availing such services from the selected CBMWTF operator.

The operator has to deliver all the duties as described in **Clause 5 of the Bio Medical Waste rules 2016 - "Duties of the operator of a common bio-medical waste treatment and disposal facility"**. In addition to these few other deliverables are expected to be accomplished by the operator under this agreement-

- a. Collection of Bio Medical Waste daily from Common Bio Medical Waste Storage Area of Public Health Facilities as listed in Annexure A.
- b. The Operator is bound to provide services to all occupiers of Public Health Facilities, who opts for such service during the contract period.
- c. The timing of collection of the waste will be before 10.00 AM daily or any other time mutually agreed by the parties.
- d. The Operator shall maintain all the records related to Bio Medical Waste management of all health facilities. Daily records shall be maintained for the waste removed, accepted and treated in r/o each healthcare facility. These record shall include the

details such as Collection time, date, name of health facility, waste category as per rules and its quantity, vehicle number and receiving date.

- e. The CBMWTF operator would maintain all mandatory records and documents as required under the BMW Rules 2016 (and its amendments), Government notification, and other regulatory bodies of the state & district.
- f. The Operator shall recruit its own personnel for handling Bio Medical Waste.
- g. The CBMWTF will supply plastic coloured bags for every point of generation and collection to the occupier of Health Facility on monthly basis. Such bags would have bar-coding as given in BMW Rules 2016 and meet government approved technical specifications. After 27<sup>th</sup> March 2018, such bags would be non-chlorinated plastic. Occupier of Health Facility will provide the estimated requirements for such bags on quarterly basis.

### **3.3 Geographical Area and list of facilities**

**3.3.1** Tentative list of districts, where the Public health facilities would need services of CBMWTF is given in Annexure A. If a new health facility becomes operational or existing health facility closes down its operations during the agreement period, same would be communicated to CBMWTF operator and terms of payment under this contract shall stand altered to the extent and if in case the new health facility comes up in the area the CBMWTF Operator shall be intimated to commence its services and terms of payment of the existing contract shall be invoked.

**3.3.2** Based on the terrain, geography and physical location of Health Facilities and CBMWTF operators, the state may engage more than one Common Bio medical waste operators as per requirement of the state. In such an event, allocation of health facilities to each CBMWTF operator shall be made at discretion of appropriate authority.

### **3.4 Responsibilities**

#### **3.4.1 Common Bio Medical Waste Treatment Facility**

1. It is the responsibility of the CBMWTF Operator to familiarize themselves with physical location, approach road and travel time to each facility round the year. The State/ District would have no role in extending any support on this count.
2. The operator shall be in possession/obtain/renew its authorisation, certificates and statutory clearances from the competent authorities to operate the CBMWTF, as required under the law, rules and notification and guidelines.
3. It shall ensure timely submission of Bio Medical Waste Annual report to State Pollution Control Board (in states) & Pollution Control Committees (in UTs) as mandated under the Bio Medical Waste rule 2016 and amendments if any.
4. Preservation and safe keeping of records and data on bio medical waste generation, treatment & disposal for a period of five years.
5. Phase out of chlorinated plastic bags and gloves before 28th March 2018.
6. The Operator shall be responsible for operationalization, maintenance and upkeep of all equipment / machines installed at Common Bio Medical Waste Treatment Facility as per law and regulations. The Operator would have provision of back-up for the critical equipment. In event of non-compliance to the Rules and Statute, the Operator shall be responsible for any legal penalty and consequences of thereof.
7. The Operator shall recruit / deploy its own adequate skilled manpower in adequate number and shall comply with the laws applicable to the recruitment, wages, minimum working hours, safety, cleanliness, insurance, gratuity, medical benefit, compensation, retrenchment benefit etc. The State/ District/ Health Facility has no responsibility direct or indirect in meeting such obligations.
8. All the workers engaged by the outsourcing operator shall wear uniform with the logo of the operator and shall have photo ID cards during the period of work.
9. The operator shall bear the cost of operationalization including machinery, manpower, water, electricity supply and other taxes & duties as levied.
10. The operator shall provide adequate training to the workers. The Staff will be provided with personal protective equipment to ensure their Safety.



11. Ensuring safety of premises, equipment, fixtures & furniture and also personal safety including fire or theft shall be the responsibility of the operator. The State/ District/ Health Facility shall not be held responsible directly or indirectly on such counts or in any manner.
12. Under no circumstances, the premises of CBMWTF shall be used for any other purpose other than stipulated in the authorisation.
13. Any pilferage/ damage to the health facility property due to mishandling, carelessness of the operator or his workmen will be recoverable from the CBMTF operator.
14. During hospital visit, CBMWTF Staff is expected to maintain silence and behave in a respectful and dignified manner. Any misconduct such as smoking, alcohol consumption, misbehaviour, etc. shall be dealt in legal action what so ever it may be would be reported to police by the health facilities.
15. The CBMWTF Staff with exhibit exemplary behaviour and conduct, while visiting the health facility. The CBMWTF will take immediate action on complaints or notices and such staff would be replaced. Outcome of disciplinary/ punitive action taken on the complaint will be intimated to complainant and the health facility.

### **3.4.2 State**

1. An information matrix for the facility wise bed strength as given in Annexure A.
2. State authority ensures that the selected Operator details are circulated to the PHCs, CHCs, SDHs, DHs and any other health facilities which generates Bio Medical waste.
3. The State authority visit the selected site for monitoring & supervision periodically.
4. Conducting review meetings for overall review and promotion of clean or new technologies duly approved by CPCB for bio medical waste management.
5. Apart from the captive volume from the public health facilities, the state shall allow the operator to provide Bio Medical Waste Management Services to the Private Health Facilities situated in the catchment area at their own negotiated rates. However it will not be pre-jury to the interest of Public Health Facilities.

### **3.2.3 District**

1. The Nodal officers will ensure timely verification of performance of CBMWTF & facilitate timely payments (if responsible).
2. Undertake periodical visits to CBMWTF.

### **3.4.4 Health Facility**

The occupier has to deliver all the duties as described in **Clause 4 of the Bio Medical Waste rules 2016 – ‘Duties of the Occupier’**. In addition to these few other deliverables are expected to be accomplished by the occupier under this agreement-

1. Segregated collection of Bio Medical Waste from the different sites of the health facility.
2. Transportation of the segregated waste from all sites of generation to the common storage area in the health facility.
3. Provide a list of consumables (non-chlorinated plastic coloured bags) to CBMWTF along with quantity required in the hospital on quarterly basis. Demand such consumables shall be rational and has been approved the infection control & purchase committee.

### **3.5 Contract Period**

- The contract period is valid for 2 years from the date of signing of agreement/ contract.
- The contract period may be extended upto 5 years by the competent authority, if operator has been satisfactory.
- After a period of 2 years, unit price of contracted services may be extended by commensurate increase in whole price index.

### **3.6 Penalty Terms**

- In case the <Operator> does not receive their payments within 45 days of submission of complete set of reports along with monthly bill, the interest shall be paid to the < Operator> for each day of delay at the rate of 1.0% per month. Such penalty would be subject to submission of all the requisite / relevant documents & reports and accepted by the authority. If there is a deficiency in the submitted documents, records, invoices/bills, communication to this effect would be sent to authorized representative of CBMWTF within seven working days of their receipt.
- In case the <Name of Selected CBMWTF Operator> does not submit their complete sets of monthly report of a particular facility along with bill the assigned authorities, the payment will be delayed and there will be no penalty on the State / District to pay any interest there upon.
- In event of non-delivery of services or delayed services, the occupier/ contracting organization will impose a fine of five times the values of unit price of the contracted service.

### **3.7 Arbitration**

- If dispute or difference of any kind shall arise between the Operator and Service Provider, both the parties shall make every effort to resolve the same amicably by mutual consultations.
- If the parties fail to resolve their dispute by above mentioned means within 90 days of reporting of dispute, then either of the parties may give notice to the other party

of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India as amended from time to time. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Principal Secretary Health (or equivalent) as the arbitrator.

- Reference to arbitration shall be a condition precedent to any other action at law or in terms of the conditions of this document.
- The venue of arbitration shall be in the city where State Health Department is located.

### **3.8 Termination of Contract**

- The <Occupier> will be at liberty to terminate, if not satisfied with the performance of the operator, the contract either wholly or in part after giving notice to the CBMWTF Operator at least 60 days before the proposed date of termination. The CBMWTF Operator shall not be entitled for any compensation whatsoever in respect of such termination.
- If the <Operator> on account of any infringement of the conditions of the contract or violates any BMW Rules 2016, the <Occupier> would have the right to recover compensation from the CBMWTF Operator besides forfeiture of Security deposit.
- The CBMTF Operator is expected to comply with the provisions of Term of Reference and timelines suggested therein. Failure to comply with the above may culminate in deduction from their bills of an amount commensurate with the impact of non-compliance or even termination of the contract to be decided by State / contracting organisation/ authority at their sole discretion.

### **3.9 Fraudant & Corrupt practices**

The occupier expects that the operator, service providers and contractors and their authorized representatives/ agents observe the highest standard of ethics during the execution of such agreements.

- “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence improperly the actions of another party (“another

party” refers to a public official acting in relation to the selection process or agreement execution]. In this context, “public official” includes staff and employees of other organizations taking or reviewing selection decisions.

- “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a < Name of State Health Department> to obtain a financial or other benefit or to avoid an obligation ( the terms “benefit” and “obligation” relate to the selection process or execution of agreement; and the “act or omission” is intended to influence the selection process or execution of agreement)
- “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a “party” refers to a participant in the bidding process or agreement execution ).
- “Obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- The Occupier will terminate an agreement if they determines that the operator considered for award of the contract under this agreement has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.
- The Occupier will debar a selected CBMWTF Operator either indefinitely or for a stated period of time from being awarded any contract/ agreement if it at any time he determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract/ agreement.

### **3.10 Force Majeure**

- “ Force Majeure” means an event which is beyond the reasonable control of a party, if not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance , and which makes a party performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent), confiscation or any other action by government agencies.
- Force majeure shall not include (a) any event which is caused by the negligence or intentional action of a CMWTF Operator and their staffs.
- Force Majeure shall not include insufficiency of funds or inability to make a payment required hereunder.

## **SECTION 4**

### **INSTRUCTIONS**

#### **GENERAL INSTRUCTIONS**

1. The selected operators would be required to sign an agreement with the state government < Name of the State> and deliver the services as per the agreement.
2. Proposal shall be valid for a period of 120 days from the date of opening.
3. The complete set of the document may be purchased from the office of Bid inviting authority between 10 am to 5 pm on or before < Date> on all working days either in person or by post by making an application in writing and upon payment of a non-refundable fee of INR Rs. 500/- in form of Demand Draft drawn in favour of < State Health Department > Payable at < Place>. The State will not be responsible in any delay in transmission by post.
4. The complete bid document may be downloaded from the website (-----). If the bid document has been downloaded, then a DD of Rs. 500/- in favour of < Name of State Health Department > Payable at < Place> along with proposal should be submitted separately.
5. The Complete set of documents should be submitted latest by 5 pm on < date>. The date & time of pre bid meeting will be displayed on website.
6. Cost of preparation of the proposal should be borne by the applicant organisation.
7. All the documents submitted should be signed with seal on each page. Photocopies of each documents should be self-attested. Failure to produce original document on demand at any point of time may result in rejection of submitted proposal.

## **SECTION 5**

### **Eligibility Criteria**

1. The Operator may have a Partnership firm, Limited Company, Society, Trust.
2. Applicant CBMWTF operator should be an authorized operator by the State Pollution Control Board/ Designated Authority. The Operator shall submit a list of facilities, where such services as defined in this RFP, have been provided during preceding two years.
3. The operator must not be black-listed by the Central / State Government or a Government organization during preceding five years.
4. There should not be any pending criminal case in any court of Republic of India. An affidavit to this effect should be attached with Technical proposal. Sample of Affidavit is given as Annexure 'B'.
5. The equipment should be owned / leased by Operator.
6. Minimum average annual turnover of Rs. 25.00 lakhs or more from Bio Medical Waste Treatment Management Services during the last two financial year. The operator has to submit the annual turnover certificate certified by CA (Format attached as Annexure 'C')
7. Average of Net worth of Rs. 50.00 lakhs (Rupees Fifty Lakhs Only) during preceding two financial year.



## **Preparation of Proposals**

Operator are requested to clearly indicate each of the submission requirements mentioned below along with the relevant page number in your cover letter/ application accompanying the technical proposal. *(Format for Technical proposal is attached as an Annexure 'D')*

### **General Points to be considered while preparation of proposal**

- Proposal should be type written.
- Any correction in Technical Proposal shall be signed and stamped for authentication.
- No handmade correction/ fluid correction will be allowed in Financial Proposal.
- Each page to be official signed by authorized signatory with official stamp.

### **The Technical Proposal should include the following:**

- a. Approach to the assignment.
- b. Background of the firm/organization.
- c. Capability Statement, in not more than three A4 pages & detailed list of CBWTF operation in India.
- d. Demand Draft of Rs. 20,000/<sup>-1</sup> (Rupees Twenty Thousand only) in favour of < Name of State> & < Designation> as Earnest Money Deposit (EMD). The Draft shall have validity for six months.
- e. Self-attested copies of following documents
  - (i) Valid registration number and date of formation of applicant entity/ enterprise/ society/ firm
  - (ii) Authorisation/ License issued by competent authority of State/ Designated Authority
  - (iii) List of Equipment installed at CBMWTF site and capacity of each equipment
  - (iv) Actual site colour Photograph of CBMWTF

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<sup>1</sup> Amount of EMD would depend upon the number of health facilities and likely generation of waste at such health facilities. The EMD amount should be 2% - 5% of the contract value.

- (v) Number of available vehicles for waste transportation (make, year, ownership, load carrying capacity of each vehicle)
- (vi) Valid Labour Licence issued by the district labour officer (If applicable in state)
- (vii) Valid EPF registration & date
- (viii) Valid ESI registration & date
- (ix) PAN number of Organization
- (x) Service Tax registration number; (if applicable)
- (xi) Affidavit Stating Blacklisted status
- (xii) Experience certificates of handling similar assignments
- (xiii) Certificates / Proof of current handling assignments
- (xiv) Audited balance sheets including P& L reports of last two FY year
- (xv) IT Tax return of last two financial years
- (xvi) List of preferred districts in the State for operation by the Common Bio Medical Waste Treatment Facility Operator.
- (xvii) List of geographical location of each Common Bio Medical Waste Management Operator which is operated by applicant firm/ society and entity.
- (xviii) EMD of Rs. 20,000/- (Twenty thousand only).

**The Financial Proposal should include the following:**

- The operator is required to offer its price on the format as given at Annexure 'E'. The operator has to quote its commercial bid on per bed / day basis exclusive of taxes, irrespective of whether or not there is a pathology lab and blood bank operating in public health facilities. This rate shall also include cost of plastic bags and transportation. Applicable taxes will be paid extra by the State.
- The rate quoted by the operator shall be applicable to the health facilities only. The Health Facilities, providing only OPD Services, would be paying pro-rata basis with one

bed per day equivalent to daily average OPD of 20 patients (old & new patients). Average number of patients would be calculated on monthly basis with total number of patients coming to the health facility (new, old & repeat visit) as numerator with number of working days in a month as denominator.

- Once the rates are fixed on basis of number of beds, CBMWTF operator should not charge for OPD, Laboratory, Blood Bank, Sonography room and other work stations separately where Biomedical waste is generated in a health facility.
- The operator is also required to provide an undertaking in writing along with the commercial bid that the rate quoted is unconditional and that the same would be applicable for treating all quantities of the waste supplied by the various health institutions under State < Name of State Government> with this proposal.

**Performance Guarantee:**

- The successful operator will be required to submit a security amount (Performance security) of Rs. 2.00 lakhs (Two lakhs)<sup>2</sup> in form of bank guarantee from a scheduled bank within seven working days of receipt of the contract award letter, but before signing of the contract. In event of any breach/ violation of any terms and conditions contained herein the operator, the said security deposit shall be fortified. (Format Attached as Annexure 'F')
- Performance security should remain valid for a period of 60 days after the date of completion of all contractual obligations. No interest shall be paid on earnest money or performance security deposits.

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<sup>2</sup> Performance Security Amount should be 5% - 10% of the contract value.

## **SECTION 6**

### **Submission of Proposal**

- Interested Agencies/ Firms/ Institutions who meet eligibility criteria may submit their proposals in One Outer sealed envelope marked as “ RFP for Selection of Common Bio Medical Waste Management Facility” with two sealed internal envelopes (technical & financial) proposal with their name and address on outer envelope.
- The technical proposal should be accompanied with an Earnest Money Deposit.
- The proposals must be accompanied with a covering letter.

The Proposal should be sent to:

To,

The < Name of Authority>

< Designation of Authority>

< Address>

- Bid received after stipulated time and date will not be entertained.

### **Earnest Money Deposit**

- a. The proposal shall be accompanied by Earnest Money Deposit (EMD) of Rs. 20,000 (Twenty Thousand Only) as specified in the Request for Proposals in shape of Bank Draft/ Bank Cheque from any schedule bank in favour of < Name of authority inviting proposal> payable at < Place>.
- b. It may be noted that no entity is exempt from deposit of EMD. Proposal submitted without EMD shall be rejected.
- c. The EMD of unsuccessful operator will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful operator will be returned without any interest, after receipt of performance security as per the terms of contract.
- d. EMD of an Operator may be fortified without any prejudice to the other rights of the <Operator> if the Occupier withdraws or amends its agreement or impairs or derogates

from the agreement in any respect within the period of validity of the contract or if it comes to notice that the information/ documents furnished in the proposal is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful operator EMD will also be fortified without any prejudice to the other rights of the < Operator >, if it fails to furnish the required performance security within the specified period.

## **SECTION 7**

### **Selection Process**

The proposals received would be subject to prior satisfy the below mentioned criteria, followed by a step by step evaluation procedure as described below:-

#### **1. Criteria:-**

The proposals submitted by operators shall be initially scrutinized to meet criteria. In case of non-compliance the bid will be deemed unresponsive.

- If the proposal is received beyond due time & date as specified.
- If it is not accompanied by a valid EMD
- Insufficient information provided in the attached formats.
- Non-enclosure of supporting documents

#### **2. Evaluation of Proposals:-**

Evaluation of all responsive proposals would be undertaken as per State's financial rules & procedures.

### **3. Acceptance of Agreements**

An offer letter would be issued and agreement would be signed between both the parties between 15 days of declaration of result.

Note :- < Name of designated authority > reserves the right to call the next higher operator to implement the project in case the top ranked operator fails to communicate its acceptance of the offer and deposit the performance security within the stipulated time as laid down in offer letter.



**DECLARATION**

I.....Managing Director/ Director/  
Partner/ Proprietor of M/s. ....having registered office at  
.....do hereby declare that we have not blacklisted either by Bid Inviting Authority or  
by any State Government or Central Government Organization for the following services quoted in  
the Bid.

We are eligible to participate in the Tender ref. no.....

Dated..... for providing the services mentioned in RFP document.

M/s.

Company seal

To be attested by the Notary



**Annual Turnover Statement**

The annual Turnover of M/s. .... for the last Financial years are given below and certified that the statement is true and correct.

<b>S.No.</b>	<b>Financial Year</b>	<b>Turnover in Lakhs (Rs)</b>
<b>1.</b>	--<Year>	
<b>2.</b>	--<Year>	

Total - Rs. .... Lakhs.

Average turnover per annual - Rs.....Lakhs.

Signature of Chartered Accountant

(Name in Capital)

Date

Seal

**Format for Technical Bid**

**1. Introduction of the Company**

Company details including Contact Details

**2. Background of the Firm/ organization**

**3. Capability Statement**

(In not more than three A4 pages & detailed list of the handling CBMWTF)

**4. Experience**

a. Details of Ongoing & Completed projects

b. Details of Similar projects

c. Contact details of clients for the assignment undertaken

**5. Approach to the project**

Detailed plan/ proposal for collection, transportation, management of bio Medical Waste and management.

**Annexure E**

**Format for Financial Bid**

Name and Address if the Operator		
S.No.	Criteria	Particular in Rupees
1.	Charges per bed/ day(exclusive of taxes)	

**Taxes will be paid extra**

Date:

Place:

Authorized Signatory: (Sign)

Name of Person:

Designation:

**Annexure F**

**Performance Security Bank Guarantee**

(Unconditional)

To: .....

**(Name of Common Bio Medical Waste Operator / Body)** (Name of Director) (Address of CBMWTF)

**WHEREAS**..... (Name of the Bid Inviting Authority ) herein called “the Occupier” has undertaken, in pursuance of Bid No....., dated..... to implement Services **for the year** ..... hereinafter called “the Agreement”.

**AND WHEREAS** it has been stipulated by you in the said Agreement that the Bio Medical Waste Treatment Facility Operator shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the <Name of State Health Department> performance obligations in accordance with the Agreement.

**AND WHEREAS** we have agreed to give the CBMWTF Operator a Guarantee

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the....., upto a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the .....to be in default under the Agreement and without cavil or argument, any sum or sums within the limit of ..... (Amount of the Guarantee in Words and Figures) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... 20.....

Signature and Seal of Guarantors

.....  
.....

Date ..... 20 .....

Address .....

# **Service Level Agreement**

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Between < State of .....> & < Name of  
Common Bio Medical Treatment Facility Operator>

**Draft Agreement between < Name of selected Common Biomedical Waste Treatment Facility Operator (CBMWTF)> and <Name of State Health Department>**

This agreement entered into on the .....day of the  
year.....at.....

between

.....(State Govt./ State NHM/ State Health Society)  
represented by Mr. / Ms./ Dr. ....

And

M/S.....(hereinafter called as Operator ) having its registered  
office at..... represented by  
..... as an Authorized Signatory of the Organisation

Whereas Operator has established a common bio medical waste facility/ facilities at  
..... for collection, reception, storage, transportation, treatment  
and disposal of Bio Medical Wastes (herein called as BMW) generated at the Public  
Health Facilities, which are listed in Annexure 'A'.

Whereas < Name of Selected CBMWTF Operator> undertakes the responsibility of  
collection, transportation, treatment and disposal of BMW, the Hospital shall  
undertake to adhere to this contract of service by Operator for a minimum period of 2  
years from the agreement date.

Whereas the State, District, Hospitals & other Health centre agree to avail the services  
being provided by < Name of Selected CBMWTF Operator>with the terms and  
conditions as listed on succeeding paragraphs

## **Definitions**

- a. "Applicable law" means the laws and any other instruments having the force of law in India and State.
- b. "Operator" means any public or private entity who owns or control a common Bio-medical Waste treatment facility for the collection, reception, storage, transport, treatment, disposal or any other form of handling bio medical waste.
- c. "Occupier" means a person having administrative control over the institution and the premises generating bio medical waste, which includes a hospital and health care facilities, irrespective of their system of medicine and by whatever name they are called
- d. "Day" Means Calendar Day.
- e. "Effective date" means that the date on which this agreement comes into force.
- f. "Rules" Means Bio Medical Waste Rules 2016 including its amendment, if any.
- g. "CBMWTF" refers to the Common Bio Medical Treatment Facility.

## **Entire Agreement**

This agreement contains all the covenants, stipulations and provision agreed by the parties. No commitments, any statement, promise other than this agreement by any agent or representative of either party shall be considered valid.

## **Key Deliverables of the Operator**

The State/ District / Health Facility enter into a service level agreement for availing such services from the selected CBMWTF operator.

The operator agree to deliver all the duties as described in **Clause 5 of the Bio Medical Waste rules 2016**. In addition to these few other deliverables are expected to be accomplished by the operator under this agreement-

- a. Collection of Bio Medical Waste daily from Common Bio Medical Waste Storage Area of a Public Health Facilities as listed in Annexure A.
- b. The Operator will provide services to the occupier of health facilities who opts for such service during the contract period.

- c. The timing of collection of the waste will be before 10.00 AM daily or any other time mutually agreed by the parties.
- d. The Operator shall maintain all the records related to Bio Medical Waste management of all health facilities. Daily records shall be maintained for the waste removed, accepted and treated in r/o each of healthcare facility. These records shall include the details such as Collection time, date, name of health facility, waste category as per rules and its quantity, vehicle number and receiving date.
- e. The CBMWTF operator would maintain all mandatory records and documents as required under the BMW Rules 2016 (and its amendments), Government notification, and other regulatory bodies of the state & district.
- f. The Operator shall recruit its own personnel for handling Bio Medical Waste.
- g. The CBMWTF will supply plastic coloured bags for every point of generation and collection to the occupier of Health Facility on monthly basis. Such bags would have bar-coding as given in BMW Rules 2016 and meet government approved technical specifications. After 27<sup>th</sup> March 2018, such bags would be non-chlorinated plastic. Occupier of Health Facility will provide the estimated requirements for such bags on quarterly basis.



## **Responsibilities**

### **Operator**

1. <Name of Selected CBMWTF Operator> is responsible to familiarize themselves with physical location, approach road and travel time to each facility in all weather conditions. The State/ District would have no role in extending any support on this count.
2. <Name of Selected CBMWTF Operator> shall be in possession/obtain/renewal of authorization, certificates and statutory clearances from the competent authorities to operate the CBMWTF, as required under the law, rules and notification and guidelines.
3. <Name of Selected CBMWTF Operator> shall ensure timely submission of Bio Medical Waste Annual report to State Pollution Control Board (in states) & Pollution Control Committees (in UTs) as mandated under the Bio Medical Waste rule 2016 and its amendments if any.
4. Preservation and safe keeping of records and data on bio medical waste generation, treatment & disposal for a period of five years.
5. <Name of selected CBMWTF Operator> shall ensure phase out of chlorinated plastic bags and gloves before 28th March 2018.
6. <Name of Selected CBMWTF Operator> shall be responsible for operationalization, maintenance and upkeep of all equipment / machines installed at Common Bio Medical Waste Treatment Facility as per law and regulations. The Operator would have provision of back-up for the critical equipment. In event of non-compliance to the Rules and Statute, the Operator shall be responsible for any legal penalty and consequences of thereof.
7. <Name of Selected CBMWTF Operator> shall recruit / deploy its own adequate skilled manpower in adequate number and shall comply with the laws applicable to the recruitment, wages, minimum working hours, safety, cleanliness, insurance, gratuity, medical benefit, compensation, retrenchment benefit etc. The State/ District/ Health Facility has no responsibility direct or indirect in meeting such obligations.

8. All the workers engaged by the <Name of Selected CBMWTF Operator> shall wear uniform with the logo of the agency and shall have photo ID cards during the period of work.
9. <Name of Selected CBMWTF Operator> shall bear the cost of operationalization including machinery, manpower, water, electricity supply and other taxes & duties as levied.
10. <Name of Selected CBMWTF Operator> shall provide adequate training & personal protective equipment to the staff to ensure occupational Safety.
11. Ensuring safety of premises, equipment, fixtures & furniture and also personal safety including fire or theft shall be the responsibility of the <Name of selected CBMWTF Operator>. The State/ District/ Health Facility shall not be held responsible directly or indirectly on such counts.
12. Any pilferage/ damage to the hospital property due to mishandling, carelessness of the contractor/agency or his workmen will be recoverable from the <Name of Selected CBMWTF Operator>.
13. Under no circumstances, the premises of CBMWTF shall be used for any other purpose other than stipulated in the authorisation.
14. During hospital visit, CBMTF Staff is expected to maintain silence and behave in a respectful and dignified manner. Any misconduct such as smoking, alcohol consumption, misbehaviour, etc. shall be dealt in legal action what so ever it may be would be reported to police by the health facilities.
15. The CBMWTF Staff with exhibit exemplary behaviour and conduct, while visiting the health facility. The CBMWTF will take immediate action on complaints or notices and such staff would be replaced. Outcome of disciplinary/ punitive action taken on the complaint will be intimated to complainant and the health facility.

## **State**

1. An information matrix for the facility wise bed strength as given in Annexure A.
2. State authority shall ensure that the selected operator details are circulated to the PHCs, CHCs, SDHs, DHs and any other health facilities.
3. The State authority will visit the site of CBMWTF Operator for monitoring & supervision periodically.
4. Conducting review meetings for overall review and promotion of clean or new technologies for bio medical waste management.
5. The Nodal Officers will ensure timely verification of performance of CBMWTF & facilitate timely payments (if responsible).
6. Apart from the captive volume from the public health facilities, the state shall allow the operator to provide Bio Medical Waste Management Services to the Private Health Facilities situated in the catchment area at their own negotiated rates. However it will not be pre-jury to the interest of Public Health Facilities.
7. The state authorities shall ensure that the hospital abides by the under-mentioned deliverables -

## **Occupier**

The occupier has to deliver all the duties as described in **Clause 4 of the Bio Medical Waste rules 2016**. In addition to these few other deliverables are expected to be accomplished by the occupier under this agreement-

1. Segregated collection of Bio Medical Waste from the different sites of the health facility.
2. Transportation of the segregated waste from all sites of generation to the common storage area in the health facility.
3. Provide a list of consumables (non chlorinated plastic coloured bags) to CBMWTF along with quantity required in the hospital on quarterly basis and colour coded bins as and when required in the hospital. Demand such consumables shall be rational and has been approved the infection control & purchase committee.

## **GENERAL CONDITIONS OF CONTRACT**

### **Law Governing Agreement**

This agreement, its meaning and interpretation, and the relation between the parties shall be governed by the applicable laws of India.

### **Location**

The services shall be performed at locations those are specified in the Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the State Health Department will allocate.

### **Notices**

- Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall in be writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the CBMWTF operator to whom the communication is addressed, or sent by registered post as specified in the agreement while signing.
- In case of any change in the operating address of the CBMWTF operator, the Operator shall intimate the < Name of State Health Department> in writing.

### **Authorized Representatives**

Any action required or permitted to be taken, any other document required or permitted to be executed under this agreement by the State Health Department or by the < Name of Selected CBMWTF Operator > may be taken or executed by the < Name of State Nodal Officer> and < Name of the Nodal Person of the selected CBMWTF Operator>.

### **Modifications or Variations**

Any modification or variation of the terms and conditions of this agreement, including any modification or variation of the scope of the services, may only be made by written

agreement between the parties. Both the parties shall give due consideration of the proposal, whereas <Name of State Health Department> decision will be considered final in regard to the modification or variation.

### **Taxes & Duties**

The <Name of selected CBMWTF Operator> shall be liable to pay such direct & indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

### **Payment Terms**

- The duly prepared bill of the preceding month along with weight records of the waste collected during month, shall be presented in triplicate by the Operator, within 1<sup>st</sup> week of every month, countersigned by both the authorities (Hospital & Authorized personnel of Agency), to enable the coordinating authorities to make payment well in time.
- Invoices (prepared bill of last month) should be submitted on a letter head, to State/ District Nodal Officers. Account number to which payments are to be made, the contract reference number shall also be written on the invoice with original signature. Each invoice should clearly state the date from which services are provided i.e. “from & to” dates.
- In such case payment shall be made within 30 days of subsequent month after appropriate verification as deemed fit by State / District Nodal Officers. The mandatory provisions of income tax for deducting tax at source shall apply.
- <Name of Selected CBMWTF Operator> shall indemnify all costs, expenses, damages etc. in relation to handling /mishandling /omission to handle the bio-medical waste as per provisions of Bio-medical Waste Management rules 2016.

## **Penalty Terms**

- In case the <Operator> does not receive their payments within 45 days of submission of complete set of reports along with monthly bill, the interest shall be paid to the < Operator> for each day of delay at the rate of 1.0% per month. Such penalty would be subject to submission of all the requisite / relevant documents & reports and accepted by the authority. If there is a deficiency in the submitted documents, records, invoices/bills, communication to this effect would be sent to authorized representative of CBMWTF within seven working days of their receipt.
- In case the <Name of Selected CBMWTF Operator> does not submit their complete sets of monthly report of a particular facility along with bill the assigned authorities, the payment will be delayed and there will be no penalty on the State / District to pay any interest there upon.
- In event of non-delivery of services or delayed services, the occupier/ contracting organization will impose a fine of five times the values of unit price of the contracted service.

## **No breach of Contract**

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable precautions & reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

## **Termination of Contract**

### Failure to become effective

- If this contract has not become effective within ninety days of signing of contract by both the parties, either party may, by not less than Ninety (90) days written notice to the another party, declare this contract to be null and void, and in the event of

such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

#### During Operationalization

- The <Occupier> will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part after giving notice to the CBMWTF Operator at least 60 days before the proposed date of termination. The CBMWTF Operator shall not be entitled for any compensation whatsoever in respect of such termination.
- If the <Operator> on account of any infringement of the conditions of the contract or violates any BMW Rules 2016, the <Occupier> would have the right to recover compensation from the CBMWTF Operator besides forfeiture of Security deposit.
- The CBMTF Operator is expected to comply with the provisions of Term of Reference and timelines suggested therein. Failure to comply with the above may culminate in deduction from their bills of an amount commensurate with the impact of non-compliance or even termination of the contract to be decided by State / contracting organisation/ authority at their sole discretion.

#### **Fraudant & Corrupt practices**

The <Name of State Health Department> expects that the <Name of Selected CBMWTF Operator>, service providers and contractors and their authorized representatives/ agents observe the highest standard of ethics during the execution of such agreements.

- “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence improperly the actions of another party (“another party” refers to a public official acting in relation to the selection process or agreement execution]. In this context, “public official” includes staff and employees of other organizations taking or reviewing selection decisions.
- “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a < Name of State Health Department> to obtain a financial or other benefit or to avoid an obligation ( the

terms “benefit” and “obligation” relate to the selection process or execution of agreement; and the “act or omission” is intended to influence the selection process or execution of agreement)

- “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a “party” refers to a participant in the bidding process or agreement execution ).
- “Obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- The <Name of State Health Department> will terminate an agreement if they determines that the < Name of selected operator> considered for award of the contract under this agreement has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.
- The <Name of State Health Department> will debar a selected CBMWTF Operator either indefinitely or for a stated period of time from being awarded any contract/ agreement if it at any time he determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract/ agreement.



## **Force Majeure**

- “ Force Majeure” means an event which is beyond the reasonable control of a party, if not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance , and which makes a party performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent), confiscation or any other action by government agencies.
- Force majeure shall not include (a) any event which is caused by the negligence or intentional action of a CMWTF Operator and their staffs.
- Force Majeure shall not include insufficiency of funds or inability to make a payment required hereunder.

## **Arbitration**

- If dispute or difference of any kind shall arise between the Operator and Service Provider, both the parties shall make every effort to resolve the same amicably by mutual consultations.
- If the parties fail to resolve their dispute by above mentioned means within 90 days of reporting of dispute, then either of the parties may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India as amended from time to time. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by the Principal Secretary Health (or equivalent) as the arbitrator.

- Reference to arbitration shall be a condition precedent to any other action at law or in terms of the conditions of this document.
- The venue of arbitration shall be in the city where State Health Department is located.

Witnesses:-

1. Name: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

