

GOVT OF HARYANA

DISTRICT HEALTH AND FAMILY WELFARE SOCIETY, MEWAT

NOTICE INVITING TENDER

FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF BIO MEDICAL WASTE

District Health and Family Welfare Society, Mewat, invites on-line bids on the website <http://haryanaeprocurement.gov.in> from eligible bidders for the following works:-

Package No.	Name of work	Estimated Cost (Rs. in lacs)		Tender Document fee (Rs.)	During date and time	
					Down loading of tender document	On line bid preparation and submission
1	TENDER FOR BIO MEDICAL WASTE MANAGEMENT AT DISTRICT MEWAT			2000+ 2000 e- Processing fee From To Up-to From To Up-to

1. Tenders will be received online at the website <http://etenders.hry.nic.in> <https://haryanaeprocurement.gov.in> and will be opened by the Civil Surgeon, Mewat on at P.M. in his office in the presence of bidders or their authorized agent who may like to be present at the time of opening of technical bid.
2. Tenders must be submitted online on the Electronic Tendering system of <http://etenders.hry.nic.in> <https://haryanaeprocurement.gov.in> . The contractual agency must submit physically a hard copy of all the documents attached with the technical bid before the due date given in Key dates.
3. Earnest money amounting to **Rs. 10000.-(Rs. Ten Thousand only)** in shape of Bank Draft/Term Deposit/Bank Guarantee duly pledged in favour of DH & FW Society , Mewat payable at any Scheduled Bank at **Mewat** must accompany tender.

4. Key Dates

Sr. No	Civil Surgeon, Mewat's Stage	Contractor Stage	Start Date and Time	Expiry Date and Time
1	Publication of Tender	-	22/09/2016	
2	-	Download Tender Document & Online Bid preparation & Hash submission	22/09/2016	29/09/2016
3		Manual Submission of (Technical) Documents & EMD	29/09/2016 29/09/2016	29/09/2016 at 5:00PM 29/09/2016 at 5:00PM
4	Open EMD & Technical/PQ bid	-	30/09/2016 at 11:00...a.m.	
5	Open Financial / Price-Bid	-	Will be intimated later on.	---

<http://etenders.hry.nic.in>

5. Bid documents can be downloaded online from the <https://haryanaeprocurement.gov.in> by the agency/firm registered on the Portal. The bids to be submitted online are required to be digitally signed. The bidders are therefore, advised to obtain Digital Signature at the earliest. For further details, terms and conditions please visit the website <http://etenders.hry.nic.in> <https://haryanaeprocurement.gov.in>

6. The details of the Bid Document Cost / EMD, pre-qualification and other documents are required to be uploaded at the time of online submission. The Bidders are therefore required to keep the scanned copies of Bid Document Cost / EMD, pre-qualification and other documents ready for online submission of the bids.

7. Online submission of bids:

The tender shall be submitted on line by the bidder in the following manner:-

- a) Fee: Scanned copy of e-processing fee, Bid Document Cost and Earnest money deposit.
- b) Pre-qualification/
Technical: Scanned copies of the pre-qualification documents, technical parameter /technical bid as per annexure in DNIT.
- c) Financial: Financial bid for maintaining BIO MEDICAL WASTE MANAGEMENT to be submitted mandatory online by the bidder.

8. **Physical submission of bids:**

The contractual agencies should submit their tender documents online as well as physically in two sealed envelopes as under:

Envelope A: - This envelope marked "Bid Document Cost and EMD" shall contain demand draft/Fixed Deposits/Term Deposits/Bank Guarantee in favour of the **DH & FW Society Mewat Civil Surgeon, Mewat**. The sealed cover super scribed as Earnest Money deposit for "Bio Medical Waste Management "at District Mewat. E-tendering fee of Rs. 2000/- in the form of demand draft should be made in favour of "Society for IT initiative".

Envelope B:- This envelope marked "Pre-qualification/Technical bid" shall contain pre-qualification documents, technical parameter /brochure/ technical bid and other documents required to be submitted as per these bid documents. The sealed cover super scribed as "Technical Bid for "Bio Medical Waste Management "at District Mewat.

Above envelopes shall be placed in a bigger envelope duly sealed and super scribed as tender for "Bio Medical Waste Management "at District Mewat within the prescribed time limits as mentioned in the key dates.

Note 1: The Civil Surgeon, Mewat has the right to verify the authentication of the documents submitted by the bidder online as well as physically.

Note 2:- The price bids are to be submitted mandatory online.

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on eProcurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i. <http://etenders.hry.nic.in> <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

M/s Nextenders (India) Pvt. Ltd.

O/o. DS&D Haryana,

SCO – 09, IInd Floor,

Sector – 16,

Panchkula – 134108

E - mail: Chandigarh@nextenders.com

Help Desk: 1800-180-2097 **(Toll Free Number)**

2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be

assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <http://etenders.hry.nic.in> <https://haryanaeprocurement.gov.in>.

4 Pre-requisites for online bidding:

In order to bid online on the portal <http://etenders.hry.nic.in> <https://haryanaeprocurement.gov.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e Procurement system on the Home Page at <http://etenders.hry.nic.in> <https://haryanaeprocurement.gov.in>.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement port <http://etenders.hry.nic.in> <https://haryanaeprocurement.gov.in>.

7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8 Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, eService fee, EMD fees.

8.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

The electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually.

Hence, the bidders have to provide information and credentials related to manual payment - submission at single portal e Procurement system, under Technical Envelope of the respective tenders.

8.2 The bidders shall **upload** their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall **quote** the prices in price bid format.

NOTE:-

(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <http://etenders.hry.nic.in>, <https://haryanaeprocurement.gov.in>. For help manual please refer to the 'Home Page' of the e Procurement website at <http://etenders.hry.nic.in>, <https://haryanaeprocurement.gov.in> and click on the available link 'How to...?' to download the file.

**NOTICE INVITING TENDER FOR “BIO MEDICAL WASTE MANAGEMENT “DISTRICT
HEALTH AND FAMILY WELFARE SOCIETY, MEWAT, GOVT OF HARYANA**

INSTRUCTIONS TO THE BIDDER

INTRODUCTION:-

The present tender is being invited for outsourcing of “Bio Medical Waste management” services in Govt. Health Care institutions of District Mewat (Detail given below) for a period of one year. Tenders are invited by Civil Surgeon, Mewat referred as competent authority from agencies with CBWTF authorized by the HPCB & CPCB through e-tendering process.

The detail of the hospital, waste generation, work load, scope of the work and terms & conditions, penalty clauses are given below:-

- 1. In District Mewat there is one District Hospital i.e. Al-Afia Civil Hospital, 3 Community Health Centre, 14 Primary Health Centre, 5 Delivery Hut, 3 Sub Centre. The total capacity of all these Health institutions are approximately Beds indoor patient.** The hospital provides medical care to millions of citizens not only of District Mewat but also nearby District free of cost.
- 2. REQUIREMENTS:** While providing patient-care services, investigations, diagnostic procedures, treatment surgeries and other medical procedures, all the Health Care Institutions situated in District Mewat generates approximately Kg. of bio medical waste every month apart from General waste.

The contractor shall abide with all the terms and conditions as specified in the DNIT.

1. **ELIGIBLE BIDDERS (PRE-QUALIFICATIONS):-**

- All **agencies/service providers** that are providing similar kind of services should have the basic minimum eligible criteria:-
 - a. **Agency/service provider** should be in operations for at least last 1 consecutive year.
 - b. The Annual turnover of the firm/ service provider should not be less than 20 **lakhs** in each year for the last two years.
 - c. Experience Certificate issued by competent authority (at least one year" experience in the field of "Bio Medical Waste Management" in **Government/Private Hospitals, Medical Colleges**, Institutes of large Government /Corporate establishments etc. more than 1 years on the date of submission of the tender.
 - d. **The bidder(s), an agency/firm should be authorized by HPCB and CPCB for CBWTF** and registered under Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and should be in possession of a valid Labour License, EPF/ESI Code service tax/PAN Number where applicable.
 - e. Only Registered firms/agencies/companies are eligible to furnish tender and not the individual person or unregistered agency/firm eligible for tender .The bidder(s) should attach an attested copy of the Partnership deed duly registered with the Registrar of Firms.

General Terms & Conditions:

1. In case of partnership or joint venture, the bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the partnership/joint venture. ***The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificates as per Indian Information Technology Act 2000.***
- 2.A) Memorandum of understanding/partnership deed shall be provided in case the Bidder is a joint venture/partnership.

B) One of the members of the partnership, or joint venture to be nominated as in-charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of joint venture/partnership firm; ***The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificates as per Indian Information Technology Act 2000.***
3. Bidder or members of the partnership or joint venture shall submit a copy of bidders PAN Card No. under Income Tax Act.
4. Bidder must submit copies of all documents required, duly self-attested along with technical bid.
5. Each Bidder shall submit only one tender either by himself or as a partner in joint venture/firm. If a bidder or if any of the partners in a joint venture/firm participate in more than one bid, the bids are liable to be rejected.
6. The bidder shall bear all costs associated with the preparation and submission of his bid and the „Hospital" will, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
7. Any Tender not accompanied by Bid Security shall be rejected.
8. Bid security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the „Hospital".
9. The Bidder shall submit his price bid/offer in Indian Rupees.

10. This agreement shall be effective for a period of one year with effect from _____ up to _____.
11. The bidder submitting his tender would be deemed to have considered and accepted all the terms and conditions of tender.
12. Any tender received after the prescribed date and time in the Notice Inviting tender will be rejected.
13. The tenders shall remain valid for a period of one year from the date of opening of tender.
14. The incomplete tender in any respect or not complying with the terms and conditions are liable to be summarily rejected.
15. The tender should be submitted in prescribed formats (Format-I, Format-II). The tender not submitted in prescribed format is liable to be rejected.
16. **The successful bidder shall provide uniform and identity cards to his workers within 15 days from the date of commencement of work at its own cost. The worker shall always possess the identity card while at work and produce the same on demand.**
17. The successful bidder shall pay compensation for any loss or damage of property of the Hospital/ Patients caused by his workers.
18. The successful bidder shall comply with all instructions/ direction /rules and regulations of any statutory authority and discharge all obligations, imposed upon him by the statutory authorities or under any law and shall indemnify the Hospital and officers/ employees from any claim or consequences/ damages for any lapse or noncompliance thereof.
19. The successful bidder will be responsible for any accident or mishap or death of workers engaged by him and any claim made on this account will be paid by the successful bidder, who will also indemnify the hospital from any claim in this regard.
20. **The successful bidder and his worker shall abide by the rules and regulations of the Hospital as well as direction/ instructions issued by the Civil Surgeon, Mewat or on his behalf by the authorities from time to time and violation of which may result in cancellation of the contract.**
21. In the event of infringement of any law by any of the workers engaged by the successful bidder, he shall be under obligation to change the worker immediately on the instruction of the Hospital authorities.
22. **The workers of the successful bidder shall not be treated as employees of the Hospital in any case and successful bidder will be solely responsible for their affairs and will be under obligation to comply with the statutory obligations.**
23. If the successful bidder fails to take the work in stipulated time as per award letter/ acceptance letter of the Hospital, the award letter/ acceptance letter may be cancelled and EMD may be forfeited.
24. **The bidder is expected to examine all the instructions required for electronic submission of tendering bids. The detailed instructions are enclosed in the tender document and instructions for bidder for e-tendering.**
25. **The bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, by the Controller of certifying authorities, Government of India.**
26. **Manual submission of the bid without online submission/electronic tendering system by the bidder shall render the bid liable for outright rejection.**
27. **The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid). The bidders shall quote the prices in price bid format.**

EARNEST MONEY:-

Earnest money of Rs.10000./- (Rs. Ten Thousand .) shall be paid in the shape of demand draft/Fixed Deposits/Term Deposits/Bank Guarantee in favour of **DH & FW Society Mewat Civil Surgeon, Mewat.** payable at Mewat. It should be enclosed with Technical Bid of the tender. The earnest money will be refunded to unsuccessful bidders within three month of finalization of tender.

DELIVERY OF BIDS**Physical submission of bids:**

The contractual agencies should submit their tender documents online as well as physically in two sealed envelopes as under:

Envelope A:- This envelope marked "Bid Document Cost, E-processing fee and EMD" shall contain demand draft/Fixed Deposits/Term Deposits/Bank Guarantee in favour of the **Civil Surgeon, Mewat.** The sealed cover super scribed as Earnest Money deposit for "Bio Medical Waste Management "at District Mewat. E-tendering fee of Rs. 1000/- in the form of demand draft should be made in favour of "Society for IT initiative".

Envelope B :- This envelope marked "Pre-qualification/Technical bid" shall contain pre-qualification documents, technical parameter /brochure/ technical bid and other documents required to be submitted as per these bid documents. The sealed cover super scribed as "Technical Bid for "Bio Medical Waste Management "at District Mewat.

Above envelopes shall be placed in a bigger envelope duly sealed and super scribed as tender for "Bio Medical Waste Management "at District Mewat within the prescribed time limits as mentioned in the key dates.

Note 1: The Civil Surgeon, Mewat has the right to verify the authentication of the documents submitted by the bidder online as well as physically.

Note 2:- The price bids are to be submitted mandatory online.

The Price Bid shall be submitted on-line only. No hard copy of same is required

FOR ON-LINE SUBMISSION OF BID:-

The tender shall be submitted on line by the bidder in the following manner:-

- | | | |
|----|----------------------------------|--|
| a) | Fee: | Scanned copy of e-processing fee, Bid Document Cost and Earnest money deposit. |
| b) | Pre-qualification/
Technical: | Scanned copies of the pre-qualification documents, technical parameter /technical bid as per annexure in DNIT. |
| c) | Financial: | Financial bid for maintaining for "Bio Medical Waste Management "at District Mewat to be submitted mandatory online by the bidder. |

INSTRUCTION FOR PART A - TECHNICAL BID:-

- i. Earnest money deposit (EMD) of Rs10000/- (Rs Ten Thousand .) in the form of demand draft/Fixed Deposit/Term Deposit/Bank Guarantee duly pledged in favour of **DH & FW Society Mewat Civil Surgeon Mewat** payable at any Scheduled Bank at **Mewat**.
- ii. Copy of Service tax registration certificate, EPF/ESI registration, PAN No. and Income tax returns of the last one years, should be enclosed with tender.

- iii. An affidavit duly certified by a Notary that the firm / company has never been blacklisted, should be enclosed with tender.
- iv. An affidavit duly certified by a Notary that firm / company has never been convicted or punished by any Hon"ble Court of Law, should be enclosed with tender.
- v. An affidavit of declaration duly certified by a notary that income tax has been paid up to last financial year, should be enclosed with tender.
- vi. The bidder must duly sign & stamp each page of the technical bid including all enclosures and proofs.
- vii. The bidder must duly sign & stamp complete downloaded tender document, this should be enclosed with tender.**
- viii. The bidder shall submit the complete information on the Format-1(Technical Bid), attached with tender document.
- ix. The bidder shall enclose the Proof of having more than one year experience of maintaining "Bio Medical Waste Management" in **Government/Private Hospitals, Medical Colleges**, Institutes of large Government /Corporate establishments etc. during the last 1 year on the date of submission of the tender.
- x. The firm should have minimum annual turnover of Rs. 20.00 lacs (Rupees twenty lacs) in the field of maintaining for "Bio Medical Waste Management, in each year of last two years. The firm should enclose balance sheet for the last one year duly certified by a Chartered Accountant, showing turnover of this type of work.
- xi. Technical bids of only those bidders will be downloaded for evaluation who have submitted the earnest money deposit, tender document fee and e-processing document fee as desired.**
- xii. The „Hospital“ reserves the right to cancel or reject all or any of the tender without assigning any reason.
- xiii. The contractor shall be liable to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF and ESI are concerned, it shall be the duty of the Contractor to get PF/ESI code number allotted by RPFC/ESI against which the PF/ESI subscription deducted from the payment of the each personnel engaged and equal amount of employer's contribution should be deposited with the respective PF/ESI authorities within seven days close of every month. Complete particulars of the employees engaged for maintaining Bio Medical Waste Management are required to be submitted to the „Hospital“. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within stipulated time, the „Hospital“ will be entitled to recover an equal amount from any money due or that may accrue to the Contractor under this agreement or any other contract and will be deposited with RPFC/ESI on behalf of the contractor.
- xiv. All the documents required as per the technical bid evaluation criteria are mandatory to be submitted online.**

INSTRUCTION FOR PART B - FINANCIAL BID:-

- i. "Financial bid" should contain information on the Format-II enclosed with tender document and need to be submitted online only.
- ii. The bidder should quote rates in figure as well as in words, (the rate should be inclusive of all kind of taxes , VAT, Service Tax etc. any other, if, applicable and all financial obligations of the contractor towards his employees e.g. minimum wages to be given to employee, ESI, EPF, Service Tax, uniform charges, I-Card Charges etc.)**
- iii. Failure to fulfil any of the conditions given above shall render for tender liable for rejection.

BID OPENING AND EVALUATION:-

1. The authorized representatives of the „Hospital“ will open the Pre-Qualification/Technical Bids and Earnest Money in the presence of the Bidders or of their representatives who may choose to attend at the appointed place and time.

2. The Bid of any bidder who has not complied with one or more of the conditions will be summarily rejected at the sole discretion of the „Hospital“.
3. Conditional bids will also be summarily rejected.
4. Subsequently, the technical bids will be evaluated as per the methodology given in the **Format-I** of the tender document.
5. Financial bids of only the technically qualified bidders and those accompanied by satisfactory Earnest Money Deposits will be opened for evaluation in the presence of qualified bidders.
6. **Technical bids of only those bidders will be downloaded for evaluation who has submitted the earnest money deposit as desired, tender documents fee and e-processing fee.**

RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-

1. The „Hospital“ is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate tendering process.
2. The „Hospital“ may terminate the contract if it is found that the agency is black listed/debarred on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector undertaking etc. of Central or any State Government/Union Territory.
3. The „Hospital“ may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

AWARD OF CONTRACT

1. The Agency quoting lowest rates in the Financial Bid (Format-II) will be awarded the Tender for “Bio Medical Waste Management” and whose bid has been found to be responsive and eligible and qualified to perform the contract satisfactory as per the terms and conditions incorporated in the bidding document. The final rates will be calculated after summation of the rates quoted by the bidder for 26 Health Care Institutions.
2. *The „Hospital“ will communicate the successful bidder by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the conditions of contract called the “Letter of Offer”) shall prescribe the amount that the O/o Civil Surgeon, Mewat will pay to the successful bidder in consideration for “Bio Medical Waste Management” services being provided in health care institutions in District Mewat.*
3. The successful bidder will be required to execute a contract agreement within a period of 30 days from the date of issue of „Letter of Offer“.

PERIOD:-

The period of the work will be for one year.

SCOPE OF THE WORK:

1. The agency will be responsible for collection of segregated waste in colour coded bags (yellow, red and blue bags as well as puncture proof containers) from the collection points of the **District Hospital**, transportation to the temporary storage site in the hospital premises and to the treatment site of CBWTF for final treatment and disposal. This process of collection and disposal of waste will be done daily; Waste should not remain for more than 24 hrs. at any of the points of generation/collection points.
However, for **all other Health care institutions** the waste is to be collected from the temporary storage site of Bio Medical Waste in the health care institution and transported to the treatment site of CBWTF for final treatment and disposal.
2. The waste will be collected and transported in colour coded leak proof, covered trolley as per BMW Rules. There will be no mixing of different coloured bags.
3. **The authorized agency while collecting the bags, will follow BMW Handling rules viz tying the bags with proper tying material, „labelling“ of all the waste bags properly using permanent marker pen before placing them in color-coded trolleys as per BMW Guidelines and then transport the waste from the collection point to temporary storage site in the hospital premises. The tying material and the label will be provided by the authorized agency as per the prescribed norms of the BMW management rules, HPCB/CPCB guidelines duly approved by the competent authority or his authorized officer of the institution.**
4. The collection of the waste is to be done in colour coded trolleys, as prescribed by BMW (Rules) 1998 and as per the schedule approved by the competent authority or his authorized officer. Yellow trolleys to carry yellow bags, blue trolleys for blue bags and red trolleys for red bags. The trolleys will be of the vendor and will comply with the CPCB/HPCB norms and guidelines. It can be a single trolley with 3 compartments.
5. The waste trolley for intramural transport must follow the designated route and designated lift as decided in consultation with authorities.
6. The authorized agency will be responsible for the transport of the bio medical waste from temporary storage site in concerned Health Care Institution/hospital to the treatment site of CBWTF for final treatment and disposal, at least daily. The authorized agency will ensure the disposal of bio medical waste within 24hrs of the generation of the waste. The authorized agency will use the appropriate technology for the disposal of bio medical waste as per the guidelines of CPCB & HPCB.
7. **The vehicle employed for transportation of waste should be labelled and maintained as per the prescribed norms. The agencies will follow the rules of bio medical waste and guidelines of HPCB & CPCB and Motor Vehicle Act in this respect. This hospital will not bear any responsibility for any contravention of the law of the land in this respect.**
8. The authorized agency will make arrangement for weighing the waste, at each collection point and duly record the same in the prescribed Performa approved by the competent authority or his authorized officer and submit the same to the competent authority or his authorized officer on daily basis. The record of the waste collection and disposal will be prepared by the authorized agency. At the temporary storage site the waste will be verified by rechecking the weight of the waste bags and the same will be countersigned by the supervisor.
9. The standardized equipment's for weighing, vehicles, trolleys, PPE, manpower, tying material, stationary, label, permanent marker pen, stationery and any other material required for smooth functioning will be provided by the authorized agency for District Hospital. However, *for remaining Health care institutions* the agency need not provide BMW trolley or manpower or any other material from sites of collection
10. The authorized agency will provide the trained workers and trained Supervisors (having mobile phones facility) for collection and monitoring of waste from the generation point to the temporary storage point of the hospital and for record

keepings. The authorized agency will submit the police verification reports of the manpower engaged by him. The hospital reserve the right of not allowing any person for the work having contagious diseases, doubtful or discourteous/suspicious behaviour or any other reason in the interest of the patient care services.

11. The authorized agency will issue Identity card to all the manpower, duly approved by the competent authority or his authorized officer. All the manpower will wear the proper uniform and always carry an Identity card while on duty in the hospital premises.
12. The authorized agency will collect the sharp separately in the labelled, puncture proof containers to avoid any injury. The container should be replaced immediately by the authorized agency after collection of the used one. The weight of the sharps is to be recorded separately in specific register for proper record keeping and filing of the annual report. The authorized agency will ensure the minimum handling of the sharps waste to avoid the sharps injury. In case of any Sharps injury, the standard protocol of management is to be followed, expenditure for which will be borne by authorized agency.
13. In case of replacement of any worker, the authorized agency will intimate to the competent authority or his authorized officer in advance. The authorized agency will be responsible for taking all steps to safeguard their staff members from the possible/likely health hazards, to which they may be exposed while handling/managing Bio Medical Waste .
14. The authorized agency will assist the competent authority or his authorized officer in preparing the monthly report and annual report of the waste generated, treated and disposed..
15. In case of any accident of any kind occurs while handling the waste, the authorized agency will file an accident report with HPCB & provide a copy of the same to the competent authority or his authorized officer. The expenditure involved in rectification/repair or the treatment of any employee due to the accident while handling/managing the BM Waste will be borne by the authorized agency.
16. The authorized agency will incinerate the yellow bags, while the blue bags will be autoclaved/microwaved/any other technology if approved by CPCB/HPCB.
17. The competent authority or his authorized officer of the hospital reserves the right to increase or decrease the collection points/workload anytime as per the requirement without altering the cost of the work.
18. Payment to the service providing agency will be made after deduction of Income Tax and other taxes as applicable from time to time.

19. Penal Provisions.

- a) In case the contractor fails to commence/execute the work as stipulated in the agreement (or unsatisfactory performance or does not meet the statutory requirement of the contract) the „Hospital“ reserves the right to impose the penalty as detailed below:-
 - (i) 10% of cost of order/agreement per week up to four weeks delays.
 - (ii) After four weeks delay, the department may cancel the agreement and get this job carried out preferably from the next lowest bidder (L-2). The difference in cost, if any, will be recovered from the defaulting contractor as damages at double the rate of payment and he shall also be black listed for a period of 2 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
- b. *In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel and verified by the competent authority, a penalty of Rs. 500 to 1000, depending upon the severity of the complaint, for each such incident shall be levied and the same shall be deducted from contractor's bill. Further, the concerned guilty person shall be removed by the contractor.*
- c. The Competent Authority for imposing the penalty shall be the Civil Surgeon, Mewat.

- d. The contractor shall abide by and comply with all the relevant laws and statutory requirements.

20. TERMINATION:

- a) Either party can terminate this agreement by giving three month's written notice to the other without assigning any reasons and without payment of any compensation thereof. However, the „Hospital“ shall give only a 24 hours' notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with the statutory obligations.
- b) If Service provider commits breach of any covenant or any clause of this agreement „Hospital“ may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to „Hospital“ for losses or damages on account of such breach.
- c) The „Hospital“ shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection appoints receivers, or enters into an arrangement for the benefit of creditors.

SETTLEMENT OF DISPUTE AND ARBITRATION:-

If any dispute or difference arises between the parties relating or concerning to interpretation of the contract or any alleged breach thereof of any matter relating to this contract, the same shall be settled by the parties as far as possible by mutual discussions and consultation between themselves, whether the same has arisen during the subsistence of this contract of thereafter.

In the event of any dispute or differences arising in connection with this tender whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to Deputy Commissioner, Mewat or its authorized officer, whose decision shall be final and binding on both the parties. The proceedings before the arbitrator would be governed by the provision of the CONCILATION AND ARBITRATION ACT, 1996.

The Courts of Mewat shall have exclusive jurisdiction in all matters arising out of this tender.

PAYMENT OF WAGES AND TAXES:-

The successful bidder will have to deposit all the taxes applicable on Bio Medical Waste from time to time. The bidder will ensure that staff employed by it are being paid wages as per Contract Labour (Regulation and Abolition) Act, 1972, applicable from time to time. The Health Department will not be responsible for any compensation or arrear or any other benefit under Contract Labour (Regulation and Abolition) Act, 1972.

TERMINATION OF AGREEMENT:-

After giving opportunity of being heard to the successful bidder, Hospital may terminate/ cancel the agreement forthwith on the following grounds:-

- A- Breach of anyone or all terms and conditions of agreement.
- B- Non-performance or unsatisfactory performance of work.
Any documents or information furnished by the successful bidder is found forged or fabricated at any time.

Technical bid shall be accompanied with following statement of affirmation.

ACCEPTANCE

I son of resident of Haryana, who is Proprietor/Partner/Director etc. of M/s have read and understood the contents of the foregoing paragraphs with sound mind and without any pressure from any quarter. If any document or information furnished with tender is found forged or fabricated at any time, the Hospital has full right to terminate the tender/contract and forfeit my/our EMD and Security Deposit and actions under various provision of law.

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I am putting my signature and seal of the organization, as a token of acceptance to the above.

Signature.....

Seal.....

Name of work: - DISTRICT HEALTH AND FAMILY WELFARE SOCIETY, MEWAT

S.No.	Particulars	Details
1	Name of the firm/ company with office address, Telephone no., Fax no., E-mail etc.	
2	Name of the person with designation, who sign the tender document.	
3	Experience Certificate issued by competent authority (more than one year" experience in Bio-Medical Waste Management). (Copy should be attached)	
4	a) Earnest Money :- Rs..... Bank Draft No..... Date Banker's Name b) Tender document cost:- Rs..... Bank Draft No..... Date Banker's Name C) E Processing cost Rs..... Bank Draft No..... Date Banker's Name	
5	a. Service tax registration, if applicable.	
	b. EPF registration (optional, if applicable)	
	c. PAN/TAN No.	
	(Copy should be attached)	
6	ESI Registration No. (optional, if applicable)	
7	Income tax return paper of last one year.	
	(Copy should be attached)	
8	An affidavit of declaration duly certified by a Notary that income tax has been paid up to last financial year. (Affidavit should be attached)	
9	An affidavit duly certified by a Notary that the firm or company has never been blacklisted. (Affidavit should be attached)	
10	An affidavit duly certified by a Notary that the firm/company has never been convicted by Hon'ble Court of Law. (Affidavit should be attached)	
11	Balance sheets for last two years duly certified by the chartered accountant (minimum annual turnover of Rs. twenty lacs in the field of maintaining Bio Medical Waste Management in each years of last two years). (Copy should be attached)	

12	Registration certificate/license provided by HPCB & CPCB for CBWTF for maintaining Bio Medical Waste Management, copy should be enclosed.	
13	Any other information which is required for the tender. (Copy should be attached)	

Signature of the Bidder
With address and seal

PART B - FINANCIAL BID**Format-II**

Sr. No.	Name of Health Institution	Approximate Bio-Medical Waste generated limit per month per Kg.	Rate to be quoted by the Bidder (per month) inclusive of all kind of wages to staff and taxes applicable from time to time.
Sr. No.	Name of Health Institution	Approximate Bio-Medical Waste generated limit per month per Kg.	
1	Al-Afia General Hospital, Mandi Khera		
2	Community Health Centre, Nuh		
3	Community Health Centre, Firoze Pur Jhirka		
4	Community Health Centre, Punhana		
5	P.H.C. Tauru		
6	P.H.C. Muhmudd Pur Ahir		
7	P.H.C. Ujina		
8	P.H.C. Sudaka		
9	P. H. C. Padherni		
10	P.H.C. Jaurasi		
11	P.H.C. Nagina		
12	P.H.C. Marora		
13	P.H.C. Biwan		
14	P.H.C. Pingwan		
15	P.H.C. Singar		
16	P.H.C. Tigaon		
17	P.H.C. Sikrawa		
18	P.H.C. Ghasera		
19	DELIVERY HUT, Ghasera Village		
20	DELIVERY HUT, Khorl		

21	DELIVERY HUT, Singar		
22	DELIVERY HUT, Notki		
23	DELIVERY HUT, Bisru		
24	SUB CENTRE, Ghagas		
25	SUB CENTRE, Uleta		
26	SUB CENTRE, Bhadas		

Signature of the Bidder
with address and seal