

# Request for Proposal

**For Outsourcing of Bio Medical Waste Management Services  
in Govt. Health Institutions of Kandhamal District**



**Public Health**  
Prevent. Promote. Protect.

**OFFICE OF THE CDM&PHO-Cum-DMD , KANDHAMAL DEPARTMENT OF  
HEALTH AND FAMILY WELFARE GOVERNMENT OF ODISHA**

## SECTION - 1: NOTICE INVITING PROPOSAL

1.1 Proposals are invited from eligible Bidders (**Firm/ Agency**) interested to **provide Bio Medical Waste Management Services to different health Institutions of Kandhamal District** on outsourcing basis vide a **service contract** with specific **terms and conditions**. The contract shall be initially for a **period of One years**, which **may be renewed for another one years with the mutual consent of both the parties subject to evaluation of performances**.

1.2 Interested Bidders can obtain the RFP **document containing detailed terms and conditions, scope and eligibility criteria by downloading the same from the district website www.Kandhamal.nic.in**. The cost of the **RFP document Rs. 1,000/-**(One thousand) shall be submitted along with the **proposal (technical)** in the shape of DD drawn in any nationalize banka in favour of the **CDM,& PHO,Kandhamal, payable at Kandhamal**.

1.3 The proposals (both technical and financial) by eligible Bidders **shall reach the Office of the** under signed within due date and time (i.e. **19.08.2019 till 5 PM** ) in the prescribed format and manner. Proposals received after due date and time shall **be rejected**. There is no system of receipt of proposal through drop box or by hand. Proposals **shall be received** only through registered post/ speed post or courier service.

1.4 Key Information:

S. No.	Particulars	Information
1	Start Date of availability of RFP document in the	<b>08.08.2019</b>
2	official website of Kandhamal district	<b>08.08.2019 at 3 PM</b>
3	Closing Date of availability of RFP document in the official website & Last date and time for	<b>19.08.2019 ( till 5 P.M)</b>
4	receipt of proposal Cost of RFP Document ( Non refundable)	<b>20.08.2019 at 11 AM</b> Rs. 1,000.00
5	Opening of Technical Bid	<b>20.08.2019</b>
6	CDM,&PHO,Kandhamal receipt in favour of	Rs.10,000.00
7	Address for submission of RFP	CDM & PHO,Kandhamal
8	Address for opening of RFP	O/o- CDM & PHO,Kandhamal

**Note:** In case the closing date / last date for receipt of proposal happens to be a holiday for any reason, the activity will be held on the immediate next working day at the same time & place and as a consequence any change/s in the date/s of the subsequent activities will be informed through suitable media to all concerned.

The Authority reserves the right to reject any or all tenders without assigning any reason thereof.

CDM & PHO cum DMD  
Kandhamal

## SECTION -2: INSTRUCTION TO THE BIDDERS

### 2.1 Scope of Proposal

- (a) Interested bidders fulfilling the eligibility criteria may submit their bid along with all documents.
- (b) Detailed descriptions of the requirements relating to "**Provisioning of Biomedical Waste Management Services at Govt. Health Institutions of Kandhamal**" District are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- (c) The selection of the Agency shall be on the basis of an evaluation by the tender committee through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the decision of CDM & PHO is without any right of appeal whatsoever.
- (d) The bidder shall submit its Proposal in the form and manner specified in this RFP. **The Financial Proposal shall be submitted in the format specified in F1 & F2.** Upon selection, the agency shall be required to enter into an Agreement with the concerned authority..

### 2.2 Eligibility Criteria

The bidder should fulfill the following Eligibility Criteria:

- I. Should be registered in India as a Company, Firm, Society or a Trust.
- II. Consortium is not allowed
- III. Should have an average Annual Turnover of Rs. **75 Lakh or more** during the last three financial years ( 2016-17, 2017-18 & 2018-19)
- IV. Should have minimum One years of working experience of BMWV SERVICES on the stipulated date of bid submission.
- V. The Bidder must not have been blacklisted either by the tender inviting authority or by any State Govt. or Govt. of India organization. The agency shall submit undertaking regarding the same on Non Judicial Stamp paper of Rs. 20/- as per Format **T6**
- VI. Must have ISO 9001 certification
- VII. Must be registered under EPF
- VIII. Must have a PAN
- IX. Must have GST registration number
- X. Should have to submit the valid license from OSPCB or have to submit an undertaking to produce the same within 3 months after signing of the MOU.

### 2.3 Proposal Submission

The proposal shall be submitted in two parts:

**(1) Part A - Bid Security & Technical Proposal as per format set out in RFP.**

**(2) Part B - Financial Proposal as per the format set out in RFP.**

(i) The Proposal shall be typed or written legibly in indelible ink and shall be

signed the authorized representative of the bidder.

(ii) Power of Attorney for signing of bid: The bidder should submit a Power of Attorney as per the **Form T5**, authorizing the signatory of the bid to commit the bidder.

(iii) Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Proposal have put his/their initial prior to submission of the same.

### 2.4 Bid Document Cost

The bidders shall have to furnish a bid document cost of **Rs.1,000/-** (non-refundable) in the shape of a **Demand Draft** in favour of the CDM,& PHO,**Kandhamal, payable at Kandhamal**. In the absence of the bid document cost, the technical proposal of the bidder shall be rejected. **The bid document cost should be put in the Technical Proposal (Cover A) envelop.**

### 2.5 Earnest Money Deposit (EMD)

The bidder along with the technical proposal shall have to furnish Earnest Money Deposit (EMD) amounting to **Rs. 10,000/-** (refundable) in the shape of Demand Draft in favour of the CDM,& PHO,**Kandhamal, payable at Kandhamal**.

In the absence of the EMD, technical proposal of the bidder shall be rejected. However, as per the Finance Department, Govt. of Odisha office memorandum no. 21926 dated 12.8.2015, the **local** MSEs registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC and NSIC are exempted from submission of EMD while participating in tenders of Govt. Departments and Agencies under its control. It is further clarified that the above exemption is applicable to **local MSEs registered in Odisha only**. This exemption to the local MSEs shall be applicable if the **kind of service** as required under this tender enquiry is clearly specified against the details of the service to be provided in their DIC / NSIC registration certificate (to be furnished in the technical bid).

The EMD shall be returned to unsuccessful bidders within a period of 4 weeks from the date of announcement of the successful bidder.

The EMD shall be forfeited if the bidder withdraws its proposal during the interval between the proposal due date and expiration of the proposal validity period or on in case of successful bidder, if does not execute the agreement.

## 2.6 Packing, Sealing and Marking of Proposal

(a) The Technical Proposal (Cover A) and Financial Proposal (Cover B) must be inserted in separate sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.

- **Cover-A** - Technical Proposal for "**Biomedical Waste Management Services at Health Facilities of Kandhamal District**".
- **Cover-B** - Financial Proposal for "**Biomedical Waste Management Services at Health Facilities of Kandhamal District**".

(b) The two envelopes, i.e. envelope for Part-A, Part-B must be packed in a separate sealed outer cover and clearly **super scribed** with the following:

- Proposal for "**Biomedical Waste Management Services at Health Facilities of Kandhamal District**".
- The bidder's Name & address shall be mentioned in the left hand corner of the outer envelope.

(c) The inner and outer envelopes shall be **addressed** to the **Chief District Medical & Public Health Officer, Kandhamal**.

If the outer envelope is not sealed and marked as mentioned above, then the O/o the CDM & PHO will assume no responsibility for the tender's misplacement or premature opening.

### (d) Content of the Proposal

#### I. Cover A (Technical Proposal)

The bidders are requested to submit detailed technical proposal with respect to the outsourcing of Biomedical Waste Management services at health institutions during the proposed contract period in conformity with the Terms of Reference forming part of this RFP.

1. EMD of **Rs.10,000/-** (Rupees Ten Thousand) in the shape of a Demand Draft in favour of the CDM,& PHO,**Kandhamal, payable at Kandhamal**.
2. Bid document cost of Rs.1,000/- (Rupees One Thousand) in the shape of a Demand Draft in favour of CDM,& PHO,**Kandhamal, payable at Kandhamal**
3. Form T1
4. Form T2
5. Photocopy of the Registration Certificate of the Agency
6. Photocopy of PAN
7. Photocopy of GST, EPF, & Labour Registration certificate
8. Photocopy of ISO 9001 certification
9. Form T3 (Turnover Certificate from the Chartered Accountant)
10. Photocopy of the audited Profit & Loss Statement in the last three financial years in support of the turnover certificate [2016-17, 2017-18 & 2018-19]. In case of non finalization of Balance sheet of 2018-19, provisional financial statement should be produced.
11. Form T4 - Experience Details in managing Biomedical Waste Management in Govt. / Pvt. Hospitals or Manpower service in Govt & Pvt Organization during the last One years and experience regarding manpower supply service in Govt/Pvt organization.

12. Form T5 - Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder
13. Form T6 - Affidavit certifying that the Entity/ Promoter(s)/ Directors/ Partner(s) of Entity are not blacklisted.
14. Form T7 - Letter of Declaration (Anti Collusion Certificate) mentioning that the bidder will not collude with the other bidders.
15. Any other details, the bidder like to include in the proposal.

## **II. Cover B (Financial Proposal)**

1. The bidder must submit the Financial Proposal using Form specified in Form F1 & F2 with proper signature and seal of the bidder.
2. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be taken into consideration.
3. The same person signing the RFP shall sign the financial part also.

### **2.7 Validity of Proposals**

The Proposal shall remain valid for 180 days after the date of bid opening. Any Proposal, which is valid for a shorter period, shall be rejected as non-responsive.

### **2.8 Cost of Proposal**

The bidder shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. CDM & PHO will neither be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **2.9 Language**

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English /Odia language and strictly as per the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.10 Proposal Due Date**

RFP filled in all respect must reach O/o the CDM & PHO Kandhamal through Speed Post/ Regd. Post or Courier box. If the specified date for the submission of RFPs is declared as a holiday, the RFPs will be received up to the stipulated time on the next working day.

### **2.11 RFP Opening**

- (a) The proposals will be opened in the presence of bidders or their authorized representatives who choose to attend, at the location, date and time mentioned in section 1 of this RFP
- (b) The bidder/their authorized representatives who will be present shall sign a attendance sheet evidencing their attendance.
- (c) In the event of the specified RFP opening date being declared a holiday, the RFPs

shall be opened at the stipulated time and location on the next working day.

## SECTION -3: TERMS OF REFERENCE (TOR)

### 3.1 Introduction

Biomedical Waste Management services are one of the most important support services in the present day of hospitals. The Biomedical Waste Management services include a wide range of activities and services pertaining to collection, transportation, storage, treatment and disposal of Bio medical wastes & general wastes generated in the hospital on day to day basis following the due procedures

### 3.2 Functions of Biomedical Waste management Services

The basic functions include:

1. The selected Agency/Organization should depute qualified and dedicated staff (trained in the field of Bio Medical Waste management or having experience in handling the biomedical wastes) to manage the Bio-Medical Waste Management activity such as collection, transportation, storage, treatment & disposal in the Hospital premises. It will also coordinate with the Bio-Medical Waste management committee of the Hospital and be responsible for supervision of the said work. The work man should be provided with mobile number (24 X7 functional) for emergency need at any time by the Agency.
2. All the generation points of BMW at Health care Units (DHH/SDH/CHC) must have colour coded container/bins with cover. The designated bio-degradable colour coded poly bags with bio hazard symbol will be put in respective coloured coded container/bins and lifted by the OS agency/organization when they become two third full. Bags are to be closed by tying a string, weighed and recorded and then transported to the temporary storage area for treatment and disposal utilizing the BMW equipment . Each bag shall be labelled as per the Schedule III & IV of the BMW (H&M) Rules 2016. The coloured coded bags or containers/ Bins shall be strong enough to withstand any possible damage that may occur during loading, transportation or unloading of such bags/containers. These containers shall also be labelled as per the Schedule - III of the rules. Sharps must be collected in Puncture Proof Container containing disinfectant after their mutilation with needle syringe terminator/Hub cutter. Mutilated infected plastics must be collected and properly disinfected/autoclaved by the OS agency. The person identified for collection of Bio-Medical Waste must carry a register with him to maintain the record such as name of the generation point, type and quantity of waste received, signature of the authorized person (I/C sister of the ward), day and time of collection, etc. A similar register is to be maintained by Matron for BMWM.
3. Agency has to give attention that no Untreated Biomedical Waste should be kept in the hospital premises beyond 48 hours. In case it is beyond 48 hrs, it must obtain the permission of OSPCB for the purpose.
4. The collection and transportation of Bio-Medical Waste shall be carried out in a manner so as to avoid any possible hazard to human health and environment. The timing of collection of the waste will be preferably before 8.00 AM daily.

- a) The Bio-Medical Waste collected in biodegradable Polybags/ containers shall be collected from generation points of HCEs (DHH/SDH/CHC) and transported to the nearest BMW Management unit located at DHH/SDHs or offsite BMW treatment plant in a fully covered vehicle. Such vehicle must be labeled with bio hazard Symbol and dedicated for transportation of Bio Medical Waste only and to be provided by the OS Agency Organization..
  - b) The Agency/Organization must collect the Bio-Medical Waste from the DHH/SDH/CHC & other peripheral Govt. Hospitals in a specified container. For this purpose the respective Hospitals In Charge to sign a MOU with OS Agency and CDM & PHO of the respective district regarding the requisite fee as finalised in the above tender process.( for the transportation charges per KM and and service charges per bed per day).
  - c) The requisite out sourcing charges as per finalisation of rate contract to be paid by the CDM & PHO as per district BMW Committee decision.
  - d) For collection of Bio- Medical Wastes from DHH/SDH/CHC,it should be kept in mind to minimize the k.m i.e the route map should be justified in such a way that it covers maximum to maximum health institutions in one route during travel of the collecting vehicle for BMW.
5. Agency will be responsible for collection, transportation, temporary storage, treatment & disposal of general waste by coordination with Municipality/NAC/local authorities of the district.
  6. As per the provision of Biomedical Waste Management & Handling Rule-2016. It is mandatory to to segregate, collect, transport, store, treat & dispose BMWs. generated from the HCEs.
  7. It is the responsibility of agency to provide the bio degradable poly bags & other consumables /with bar code . However the Health Institutions has to ensure placing of colored coded container/bins with bio hazard symbol at the generation points in the hospitals.
  8. Agency/Organization will have to provide all personnel protective gears & immunise its workman for handling of BMW such as -Apron, Gun Boot, Mask, Cap,goggles, Rubber Utility Gloves and Hepatitis B, TT Injection as per requirement.
  9. The BMW equipment such as Autoclave & Shredder located at DHH/ SDH will be utilised by the OS agency. A separate register for registering the complains regarding the BMW Equipment may maintained by the OS agency.
  10. The Contractor/Outsourcing Agent shall maintain all the records related to Bio-Medical Waste Management of all the units. Daily records shall be maintained for the waste accepted and treated waste removed from the site. This record shall include the following minimum details.
    - a) Waste Accepted: waste collection date, name of the generation point, waste category as per the rules, quantity of the waste, vehicle number and receiving date (at site).
    - b) Treated waste removed: Date, treated waste type, quantity, vehicle number and location of disposal.
    - c) Site Records: Site records shall include the following:
      - i. Details of construction or engineering works of the pits.
      - ii. Maintenance schedule, breakdowns/trouble shootings and remedial action.



## SECTION 4 - TERMS & CONDITIONS

### 4.1 Period of Engagement

- a) The engagement shall be for a period of One years from the date of actual operation (beginning of service) or signing of contract whichever is later.
- b) The contract may be extended for a maximum of another One years (one year at a time) in existing terms and conditions with mutual consent of both the parties if performance is found satisfactory as per due assessment.
- c) The agency shall sign the contract (in the given Format at **Annexure-I**) within 15 days of issue of Letter of Award / Intimation.

### 4.2 Award of Contract

On evaluation of technical and financial parts of RFP and decision thereon, the selected bidder shall have to execute a contract with the In charge of the health facility within 15 days from the date of acceptance of their bid is communicated to them. The terms and condition, terms of reference of this RFP along with documents and information provided by the selected bidder shall be deemed to be an integral part of the contract. Before execution of the contract, the selected bidder shall have to deposit the performance security deposit as per clause 4.3 mentioned below.

### 4.3 Performance Security

The selected service provider has to furnish a performance security deposit of Rs.1,00,000/- (for One years) in the shape of DD from a National / Scheduled any nationalized Bank . The amount of Earnest money deposit of the selected bidder can be adjusted against the performance security deposit. The performance security deposit is for due performance of the contract. The performance security can be forfeited on the following circumstances

- 1) When any terms or the condition of the contract is infringed.
- 2) When the service provider fails in providing the required services satisfactorily.

### 4.4 Commencement of Service

The selected agency is required to start the BMW service in the hospital within 15 days of signing the contract.

### 4.5 Payment & Price Validity

- a) The Agency shall be paid on **monthly basis** as per the **rate** finalized through the tendering process. The price shall be all-inclusive including the cost of manpower and their management including statutory obligations and management .The price as quoted by the Agency shall remain unchanged during the contract period.
- b) While the bill for 1<sup>st</sup> month shall be paid after submission of bill for the month, payment from the 2<sup>nd</sup> month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF, etc. for the previous month.
- c) GST as applicable shall be paid at the applicable rate.
- d) TDS as applicable shall be deducted from the payment as per the Income Tax Act.

#### 4.6 Penalty

In case the Agency fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, CDM & PHO reserves the right to impose the penalty as per the decision of the BMW committee.

#### 4.7 General Conditions of the Contract

- a) All the workers engaged by the outsourcing agency shall have uniform with the logo of the Agency.
- b) All staffs of the OS agency shall bear photo identity cards during the period of work, which shall be duly signed by the Head of the concerned Hospital DMO (MS) cum Superintendent for DHH, SDMO for SDH, MO I/C for CHCs.
- c) The Outsourcing Agency shall furnish the List of Staff (above 18 years of age only) with Proof of Identity and address (with phone no.) to the concerned Authority after finalization of the contract for Outsourcing of services.
- d) The concerned authority of the Hospital may request the Tenderer/Agency to withdraw any of their workers from the Hospital without assigning any reasons, within 24 hours prior intimation.
- e) The staffs provided by the agency shall be the employees of the Agency and all statutory liabilities will be paid by the Agency such as PF, Workmen's Compensation Act, etc.
- f) The staffs deployed by the Agency should be properly trained, have requisite experience and having the skills for carrying out BMW services.
- g) The Agency at their end should ensure the Health and Safety measures of their staffs deputed for the works.
- h) The Agency shall engage only such workers whose antecedents and health have been thoroughly verified including character and police verification and other formalities. The Agency shall be fully responsible for the conduct of their staff.
- i) The Agency at all times should indemnify the contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act; Minimum Wages Act; Employer's Liability Act the Workmen Compensation Act; Industrial Disputes Act; Maternity Benefit Act, or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting authority will not own any responsibility in this regard. Payment of minimum wages, notified by the government shall be ensured all the time.
- j) The staffs deployed through the Agency in the health facility (ies) shall not claim any benefit, compensation, absorption or regularization of their services in the Govt. establishment either under the provision of Industrial Disputes Act. or Contract Labour (Regulation & Abolition) Act. The Agency should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Security Agency (Service Provider) and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority/Tender Inviting Authority shall not be a party. However in any event, either the deployed persons or to the order of the hon'ble court, the District Health Society / Institution may be a party in dispute to adjudicate the matter. The agency has to reimburse the expenditure that would have been borne by the Contracting Authority.
- k) The staffs deployed by the Agency shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are

confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the nodal officer of the health facility has every right to remove the said person immediately and the responsibility if any in this context is to be borne by the Agency.

- l) All liabilities arising out of accident or death of staff deployed by the agency while on duty shall be borne by the Agency.
- m) Adequate supervision will be provided to ensure correct & effective performance of the services in accordance with the prevailing assignment and instructions agreed upon between the two parties.
- n) Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Hospital premises.
- o) Any damage or loss caused by Agency's persons to the hospital in whatever form, would be recovered from the Agency.
- p) In the event of any breach/violation or contravention of any terms and conditions contained herein by the Agency, the performance security deposit of the Agency shall be forfeited.
- q) Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.
- r) The Agency shall not engage any such sub-contract Agency or transfer the contract to any other person in any manner.
- s) The Staffs engaged by the Agency shall not take part in any staff union and association activities.
- t) The Hospital shall not be responsible for providing residential accommodation to any of the deployed personnel of the Agency.
- u) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the authority of the concerned health institution from the agency.
- v) If any underpayment is discovered, the amount shall be duly paid to the agency by the authority of the concerned health institution.
- w) The Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority / Authority of the concerned health institution.
- x) All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of the respective health facility (ies)/ Tender Inviting Authority/Contracting Authority. Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.
- y) The Agency shall immediately intimate to the Controlling Authority about any criminal charge framed against the Staffs engaged by the agency in the course of their performance of duties. A copy of such communication shall also be sent to the officer-in-charge of the Police Station where the person charged against resides.
- z) The Agency shall be blacklisted if miserably performed as per assessment based on score card even after repeated notice for improving performance i.e. minimum 3 times. The Agency shall also be blacklisted if found indulging in such activity which will affect name & fame of the implementing agency.

aa) The Agency shall not assign or sublet this Agreement or any part thereof to any third party.

bb) The contract can be terminated at any time prior to its completion by either Party with 30 days of notice period.

cc) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Agency will be liable to be forfeited by contracting authority besides annulment of the contract.

dd) The Agency shall ensure that the person deployed are disciplined and shall enforce prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling or any immoral act.

#### **4.8 Termination / Suspension of Contract**

The District Authority / Institution may by a notice in writing, suspend the contract if the selected agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension shall specify the nature of failure, and shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

The District Authority / Institution after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (as mentioned below), may terminate the agreement after giving reasonable opportunity of being heard to the service provider :

- 1) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the District Authority / Institution have subsequently approve in writing.
- 2) If the service provider becomes insolvent or bankrupt.
- 3) If, as a result of force majeure, the service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- 4) If, in the judgment of the District Authority / Institution, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

#### **4.9 Modifications**

Modifications in terms of reference including scope of the services can only be made by the district authority / institution with written consent of both parties. However, basic conditions of the contract shall not be modified.

#### **4.10 Force Majeure**

BMW Services as being essential services, the Service Provider shall not be allowed to suspend or discontinue the services during occurrences of emergencies or Force Majeure Events.

For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is 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's 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 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.

In such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because of any damage caused to laundry services or any of the Project Facilities or non availability of staff, or inability to Provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances, then no penalties shall be applicable for the relevant default in Performance Standards and would be applied to such particular defaults. Further, unless the Force Majeure event is of such nature that it completely prevents the operation of services, a suspension or failure to provide laundry Services on the occurrence of a Force Majeure event will be an Event of Default and the District authority may terminate this Agreement without any termination payment being made in respect thereof.

The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default 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 alternative measures in order to carry out the terms and conditions of the agreement and has informed the other party as soon as possible about the occurrence of such an event.

#### **4.11 Settlement of Dispute**

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred to Committee constituted at the District level for decision.

#### **4.12 Jurisdiction of Court**

Legal proceedings if any shall be subject to the concerned District jurisdiction only.

#### **4.13 Right to Accept and Reject any Proposal**

The District Authority reserves the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason.



## SECTION 5 - CRITERIA FOR EVALUATION

### 5.1 Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of bidder's fulfillment of **eligibility criteria**. Only those bidders whose Technical Proposals becomes **responsive** based on the eligibility criteria, shall qualify for further detail technical evaluation for presentation and awards of marks based on the following Criteria :

Sl. No.	Criteria	Maximum Marks	Criteria
1.	Years of Business Experience, ( Registration of firm)	10	≥ 1 Years ≤ 3 years : 5 Marks > 3 Years ≤ 5 years : 7 Marks > 5 Years : 10 Marks
2.	Experience in manpower.	05	>3 year ≤ 5 years : 3 marks >5 years : 5 marks
3.	Experience in handling Biomedical Waste Management services (Similar to the current proposal defined in this RFP) at least in one previous assignment in past 3 years.	05	Submitted Documentary Proof
4.	Authorization from pollution control Board	05	Submitted Documentary Proof
5.	Performance Certificates from previous assignments during last 3 years	05	Satisfactory Work Performance Submitted : 5 marks Or otherwise : 0 marks
6.	Average Annual Turnover (last three years i.e. 2016-17 to 2018-19):	10	> 1 ≤ 3 crores : 5 Marks > 3 ≤ 5 crores : 7 Marks > 5 crores : 10 Marks
7.	No of staffs engaged in last 3 years (Avg. of last three years) : 2016-17, 2017-18, 2018-19 (to be Determined from the work order / contract copies ) - Details to be furnished Form T4	10	≥5 up to 10 persons : 5 marks ≥10 up to 15 persons : 7 marks 15 & above persons : 10 marks

Financial proposal shall be opened after the technical evaluation is completed and **only those bidders** who score **at least 30 marks or more** in technical evaluation shall qualify for **financial bid opening**. In the financial bid, the bidder with the **lowest price** shall be awarded the contract.

### 5.2 Evaluation of Financial Proposal

The **total price (exclusive of GST)** as per price format F2 shall be considered for price evaluation. However, in case two bidders quote the same lowest price, then the agency with the **highest mark** in the technical bid shall be awarded the contract. However, if their technical mark also becomes equal, then in that case, the bidder having the higher annual average turnover shall be awarded the contract.



Public Health

## **RFP FORMATS**

**Biomedical Waste Management Service at Govt. Health  
Institutions of Kandhamal District.**

**TECHNICAL PROPOSAL**

### Check List (Technical Proposal)

Please check whether following have been enclosed in the respective cover namely, Technical Proposal: *(please arrange the documents serially in the following order & do the page numbering of the entire bid document and mention the page no. in the column "page No" against the particulars in the check list as mentioned below for ease of scrutiny)*

Sl.	Particulars	Whether Submitted	Page No.
1	EMD (DD of Rs. 10,000/-)	(Yes / No)	
2	Bid document Cost (DD of Rs. 1,000/-)		
3	Form T1		
4	Form T2		
5	Copy of the company/Agency Registration certificate		
6	Copy of the GST registration certificate		
7	Copy of the EPF registration certificate		
8	Copy of the Labour Registration certificate		
9	Copy of PAN		
10	Photocopy of ISO 9001 certification		
11	Form T3 ( Annual Turn Over) <span style="float: right;"><b>each</b></span> that the in support of		
12	Form T4 ( Experience Detailed)		
13	Copies of Work Order / Contract certificates from the clients in support of work executed in support of the information provided in Form T4		
14	Form T5 (		
15	Form T6 ( Affidavit)		
16	Form T7 ( Anti Collusion Certificate)		
17	Registration from OSPCB or undertaking to submit within 3 months in the letter head of the firm.		
18	Any other relevant documents		

**FORM - T1**

(to be furnished in the technical proposal)

**TECHNICAL TENDER SUBMISSION FORM**

(On the letterhead of the agency)

To

The CDM & PHO  
Kandhamal

Re.: RFP Reference no. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir / Madam,

We, the undersigned, offer to provide the Biomedical Waste Management Service at District Health Institutions. We are hereby submitting our Proposal, which includes this Technical Proposal and a Commercial Proposal sealed under a separate envelope.

We hereby declare our Confirmation of acceptance of the Conditions of Contract mentioned in the RFP document under reference cited above.

We hereby declare that all the information and statements made in this Proposal are true and accept that any of our misrepresentations contained in it may lead to our disqualification.

Our proposal shall be binding upon us for a period of 180 days from the date of bid opening, subject to the modifications resulting from Contract negotiations you may subsequently carry out with us to accept our bid. If we are assigned the work during the period of validity of the Proposal, we undertake to carry out the same as per the terms and conditions of this tender document.

**I hereby declare that my company has not been debarred / black listed by any Government/ Semi Government organizations. I further certify that I am the competent authority in my company authorized to make this declaration.**

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

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

(Organization Seal)

**FORM - T2**

(to be furnished in the technical proposal)

**PROFILE OF THE AGENCY**

Name of the Agency	
Office Address Status of the Agency (Whether registered under Company / Firm / Society / Trust)	
Name of the Chief Executive and authorized signatory Telephone Nos.: Landline	
Fax Mobile Email id (Official email id for correspondence if any)	
Date of Establishment	(furnish copy of the Registration Certificate of the Agency)
GST Registration No.	(furnish copy of the GST Registration of the Agency)
EPF Registration No.	(furnish copy of the EPF registration certificate of the Agency)
Income Tax No. (PAN)	(furnish copy of the PAN)
No. of branch offices in Odisha with location details	
Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD / Payment for services if any (if selected)	a. Name of the Bank : b. Name of the Account & Full address of the Branch concerned c. Account no. of the bidder : d. IFS Code of the Bank :

Authorized Signatory/Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

(Organization Seal)

**FORM T3**

*(To be furnished in the technical proposal)*

**ANNUAL AVERAGE TURN OVER STATEMENT**

*(To be furnished in the letter head of the Chartered Accountant)*

The Annual Turnover of M/s \_\_\_\_\_ for the last 3 financial

years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover in Rs.
1	2016-17	
2	2017-18	
3	2018-19	
<b>Average Annual Turnover in Rs.</b>		

In case of not finalization of balance sheet 2018-19, Provisional

audited statement shall be considered.

Date:

Signature of Chartered Accountant

Place:

(Name in Capital)

Seal

**Membership No.**

**Note:**

- 1) To be issued in the **letter head** of the Chartered Accountant with membership No.
- 2) Also attach photocopies of the audited P/L account of **each year**

**highlighting the turnover** in support of that

**FORM T4**

*(to be furnished in the technical proposal)*

**PAST EXPERIENCE DURING THE LAST ONE YEARS**

**(attach separate sheets if the space provided is not sufficient)**

**A) Experience in BMW activities/ Man power supply**

**Financial Year** \_\_\_\_\_

Sl.	*Name /address of the Hospitals	Nature of service	Date of award of Assignment	Date of completion of	No. of personnel deployed	Performance Certificate enclosed (Yes
1	/organization			assignment		/ No)
2						
3						

\* Please furnish te **Work order / Contract copies** of the works executed in support of the information mentioned above **along with the performance certificate** of the client, as mentioned in the above format for ease of scrutiny.

\*\* No. of staff deployed should be clearly mentioned in the relevant work order / contract copies

Authorized Signatory/Signature [*In full and initials*]:

\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

(Organization Seal)

HP

**Form T5**

*(to be furnished in the technical proposal)*

**Format for Power of Attorney for Signing of Proposal**

*(On a Stamp Paper of relevant value)*

**Power of Attorney**

Know all persons by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our ~~bid for~~ Biomedical Waste Management Services at District health institutions including signing and submission of all documents and providing information / responses to the District / Institution Authority, representing us in all matters before District / Institution authority and generally dealing with District / Institution authority in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_ day of \_\_\_\_ 2019

For \_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_(Signature)

(Name, Title and Address of the Attorney)

Date : \_\_\_\_\_

**Note:**

- i. *To be executed by the Chief of the Agency.*
- ii. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- iii. *In case an authorized Director of the agency signs the proposal, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

**FORM T6**

*(to be furnished in the technical proposal)*

**Format for Affidavit certifying that Entity / Promoter(s) / Director(s) / Partners of Entity are not blacklisted**

**(On a Stamp Paper of relevant value)**

**Affidavit**

I, M/s. .... (the name of the agency with

address of the registered office) hereby certify and confirm that we or any of our promoter(s) / Director(s) are not barred by Department of Health & FW, Govt. of Odisha / or any other entity of GoO or blacklisted by any State Government or Central Government / Department / Organization in India from participating in Tenders as on the \_\_\_\_\_ (Date of Signing of this proposal).

We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated this .....Day of ....., 2019

Authorized Signatory/Signature [*In full and initials*]:

\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

(Organization Seal)

**FORM T 7**

*(to be furnished in the technical proposal)*

**Anti Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Proposal for mechanized laundry services at health institutions under this RFP Reference No. \_\_\_\_\_, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2019

Authorized Signatory/Signature [*In full and initials*]:

\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

(Organization Seal)





Public Health

## FORMATS

4

### Biomedical Waste management Services at Govt. Health Institutions Kandhamal district

### FINANCIAL PROPOSAL

**FORM F-1**

(To be submitted with Financial Proposal)

To

The CDM & PHO

Kandhamal

Re. : RFP Reference no. \_\_\_\_\_ dated \_\_\_\_\_

**Sub: Request for Proposal for Biomedical Waste Management Services at Government Health Institutions**

Sir,

1. Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the contract, I/We hereby propose to offer the services as described in the RFP document in conformity with the conditions of contract, technical aspects and the sums indicated in this financial proposal.
2. I/We declare that we have read and understood and that we accept all clauses, conditions, and descriptions of the RFP document without any change, reservations and conditions.
3. If our proposal is accepted, we undertake to deposit the performance security deposit at the time of execution of the formal agreement
4. I/We agree to abide by this proposal/bid for a period of 180 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period.
5. Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the District Authority.
6. We submit the Schedule of Prices as appended

herewith. Encl: Schedule of Prices (Form F2)

Yours sincerely,

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

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

(Organization Seal)

**FORM F-2**

**(To be submitted with Financial Proposal)**

**FINANCIAL PROPOSAL**

**Name and Address of the Bidder:**

**Price Details:**

Name & Address of the Organisation/ Agency/NGO			
Sl No	Particulars	Rate in Rs ( exclusive of Taxes)	% of taxes
1	Charges per Bed per Day including Polybags		
02	Charges per Bed per Day including bar-coded Polybags		
3	Transportation Charges (Rupees/K.M/Trip)		
<b>Total</b>			
<b>(Taxes Applicable as Per Govt Norm)</b>			

**Total Price Excluding Tax: Rs..... (in words .....)**

Date:

Place:

**Authorized Signatory**



## ANNEXURE I: FORMAT FOR AGREEMENT

### AGREEMENT

1. An agreement made this.....day of 2019 BETWEEN RKS (Member Secretary), \_\_\_\_\_ Hospital, \_\_\_\_\_ (hereinafter called "1<sup>st</sup> Party") of the one part AND <insertnameandaddressoftheserviceprovider> (hereinafter called "2<sup>nd</sup> Party", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2<sup>nd</sup> Party has been selected by CDM,Kandhamal, \_\_\_\_\_ through an open tender issued vide Reference No.....dated ....., and accordingly the letter of award was issued vide No.....dated..... inviting to execute the contract.
3. And whereas the 2<sup>nd</sup> Party agreed to provide Biomedical Waste Management services in the registered office premises of District Headquarter Hospital, \_\_\_\_\_ as per the provisions in the RFP document.
4. And whereas the 2<sup>nd</sup> Party has deposited the performance security of Rs. ....after adjusting the EMD amount submitted earlier along with the technical proposal vide.....

### NOW THESE PRESENT WITNESSES AS FOLLOWS:

5. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
  - a) RFP Terms of Reference;
  - b) Submissions and Declaration as part of the Proposal submitted;
  - c) Notification of Award issued by the Authority.
6. In consideration of the payments of Rs.....(in words.....) per month to be made by the 1<sup>st</sup> Party to the 2<sup>nd</sup> Party, the 2<sup>nd</sup> Party hereby covenants with the 1<sup>st</sup> Party CDMO,Kandhamal to provide the agreed Services in all respects as per the provisions of this Contract.
7. The 1<sup>st</sup> Party hereby covenants to pay the 2<sup>nd</sup> Party in consideration of the provision of the agreed Biomedical Waste magement services, the Contract Price or such other

sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

8. The description of the services to be rendered by the 2<sup>nd</sup> Party under this contract and their prices as offered by the 2<sup>nd</sup> Party and accepted by the 1<sup>st</sup> Party are as under:

<Insert the price bid submitted by the Agency>

**PRICE**

9.1 The price shall be **firm and fixed** during the contract period. Service tax shall be paid on the monthly fees/charges at the rate as applicable.

**10. PAYMENT**

10.1 The payment shall be made to the 2<sup>nd</sup> Party on monthly basis.

10.2 While the bill for 1<sup>st</sup> month shall be paid after submission of bill for the month, payment from the 2<sup>nd</sup> month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as PF, ESI, etc. for the previous month.

10.3 In case of any deficiency in performance or non-supply of agreed manpower, deduction shall be made proportionately from the monthly fees.

10.4 The 2<sup>nd</sup> Party shall submit the monthly bill within 1<sup>st</sup> week of the following month.

**For and on behalf of CDM &  
PHO, Kandhamal,  
Hospital**

**For and on behalf of the Agency**

**<Authorized Signatory>**

**Authorized Signatory**

**<Name and Address of the Agency>**

Date:

Date:

1. Witness

1. Witness

2. Witness

2. Witness