



**National Competitive Bidding**

**REQUEST FOR PROPOSAL (RFP)**

**For**

**Selection of Common Biomedical Waste Treatment Facility Service Provider  
(CBWTF-SP) for Government Health Care Facilities in Uttar Pradesh**

**[Collection, Transportation, Treatment,  
& Disposal of BIO-MEDICAL Waste.]**

**Part I: Instructions to Bidders**

**Issue Date: 15.05.2023**

**Number: UPMSCL/BMW/RFP/2022-23/34**

**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED**

(A Government of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector-7, Gomti  
Nagar Extension, and Lucknow - 226010 Website:

<http://www.upmsc.in><https://etender.up.nic.in>, Email: [equipment@upmsc.in](mailto:equipment@upmsc.in), Tel. no. 0522-  
2060098

**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED**  
**(A Government of Uttar Pradesh Undertaking)**  
SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow - 226010  
Website: <http://www.upmsc.in>, <https://etender.up.nic.in>

INVITATION FOR BID

For

**Selection of Common Biomedical Waste Treatment Facility Service Provider  
(CBWTF-SP) for Government Health Care Facilities in Uttar Pradesh**

**[Collection, Transportation, Treatment,  
& Disposal of BIO-MEDICAL Waste.]**

Sr. No.	Activity	Date and Time
1.	RFP No.	UPMSCL/BMW/RFP/2022-23/34
2.	Commencement of Downloading of Tender Document	15.05.2023 From 10:00 AM from the website of <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
3.	Pre-Bid Meeting	22.05.2023 at 3:00 PM
4.	Last Date and Submission of Online Bids	14.06.2023 up to 03:00 PM
5.	Date, Time and Place of Opening of Technical Bids	14.06.2023 at 04:00 PM on the website <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
6.	Date of Completion of Examination of Technical Bid	To be declared on <a href="http://www.upmsc.in">www.upmsc.in</a> and <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
7.	Date and Time of Opening of Financial bid	To be declared on <a href="http://www.upmsc.in">www.upmsc.in</a> and <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
8.	Date of Completion of Examination of Financial Bid	To be declared on <a href="http://www.upmsc.in">www.upmsc.in</a> and <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
9.	Validity of Bid	180 days
10.	Address for Communication	Uttar Pradesh Medical Supplies Corporation Limited. SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010

1. The cost of tender document is acceptable RTGS/NEFT only.
2. EMD should be deposited from bank account of the bidder only.

Name of Vendor/ Firm	Bank Account No.	Bank Name	IFSC Code	Account Type
UPMSC Ltd. Tender	39366886265	State Bank of India	SBIN0006893	Saving Account

(E-Transfer receipt must be uploaded with the Tender & UTR No. Should be mentioned clearly)

3. The Tender Inviting Authority reserves the right to extend the schedule of tender or to reject the tender without assigning any reason.
4. Note: Please number the documents with serial number on each and every page and do mention the total number of pages of bidding document. In technical Bid parallel assign, the corresponding page numbers of supporting documents. Any discrepancy or misrepresentation in this aspect will not be entertained.
5. **A prospective Bidder requiring any clarification of the Bidding Documents may notify the TIA in writing or by an e-mail at the TIA's mailing address indicated in the Invitation for Bids. The TIA may conduct a pre-bid meeting which will be notified in e-tender website/ website of the TIA. The purpose of the meeting will be to clarify issues and to answer questions on any query that may be raised up to that stage. TIA reserves the right to take decision on nature and extent of amendments required.**
6. All communication, addendum/corrigendum related to this tender will be issued on the website of [www.etender.up.nic.in](http://www.etender.up.nic.in)
7. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.
8. Tender Inviting Authority reserves the right to reject any or all the applications without assigning any reason.

**Managing Director,  
Uttar Pradesh Medical Supplies Corporation Ltd.**

**Uttar Pradesh Medical Supplies Corporation Limited**

(CIN: U85310UP2018SGC102425)

(A Govt. of Uttar Pradesh Undertaking)

Registered office: SUDA Building, 7/23 Sec-7, Gomti Nagar Extension, Lucknow-226010

Email Id.: [equipment@upmsc.in](mailto:equipment@upmsc.in) Website: [www.upmsc.in](http://www.upmsc.in), [www.etender.up.nic.in](http://www.etender.up.nic.in)

Contact No.: 0522-2838102

Tender No: UPMSCL/BMW/RFP/2022-23/34

Date- 11<sup>th</sup> May, 2023

**E-Tender Notice**

(Only through E- Tender on website: -[www.etender.up.nic.in](http://www.etender.up.nic.in))

Uttar Pradesh Medical Supplies Corporation Limited, Lucknow invites online tenders from reputed Firms for Selection of Common Biomedical Waste Treatment Facility-Service Provider (CBWTF-SP) for District Hospitals and CHCs in 14 districts of the state for THREE years from the date of contract and renewal for further two years annually shall be based on satisfactory performance. Tender Schedule is given below: -

**Tender Schedule**

Sr. No.	Activity	Date and Time
1.	RFP No.	UPMSCL/BMW/RFP/2022-23/34
2.	Commencement of Downloading of Tender Document	15.05.2023. From 10:00 AM from the website of <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
3.	Pre-Bid Meeting	22.05.2023 up to 3:00 PM
4.	Last Date and Submission of Online Bids	14.06.2023 up to 03:00 PM
5.	Date, Time and Place of Opening of Technical Bids	14.06.2023 at 04:00 PM on the website <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
6.	Date of Completion of Examination of Technical Bid	To be declared on <a href="http://www.upmsc.in">www.upmsc.in</a> and <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
7.	Date and Time of Opening of Financial bid	To be declared on <a href="http://www.upmsc.in">www.upmsc.in</a> and <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
8.	Date of Completion of Examination of Financial Bid	To be declared on <a href="http://www.upmsc.in">www.upmsc.in</a> and <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
9.	Validity of Bid	180 days
10.	Address for Communication	Uttar Pradesh Medical Supplies Corporation Limited. SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010

The details of tender notice are given on website: -[www.etender.up.nic.in](http://www.etender.up.nic.in). Kindly read the tender notice before applying.

**Note:** -Tender form can be downloaded online from the website of [www.etender.up.nic.in](http://www.etender.up.nic.in) before the last date of downloading of bid document as per above mentioned schedule.

The Tender Inviting Authority reserves the right to extend the schedule of tender, issue corrigendum or to reject the tender without assigning any reason.

Jurisdiction of all legal disputes shall be the court of law at Lucknow (UP) India. The details of tender notice are available on website:-[www.etender.up.nic.in](http://www.etender.up.nic.in).

**Managing Director  
UPMSCL**

**Request for Proposal (RFP) for Selection of Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP) for Government Health Care Facilities in Uttar Pradesh**

**National Competitive Bidding (NCB)**

Date of issue: 15.05.2023

No: UPMSCL/BMW/RFP/2022-23/34

1. The Govt. of Uttar Pradesh is committed to treat Biomedical Waste Generated in Health care facilities in the state as per applicable norms. For this it intends to hire services of Common Biomedical Treatment Facility Service providers.
2. Managing Director, UPMSCL (“the Authority”) now invites e-bids for selection of Common Biomedical Waste Treatment Facility Service Provider.
3. Bidding shall be conducted through National Competitive Bidding (NCB) procedures as per established procurement procedures.
4. The initial contract period shall be for THREE years and renewal for further TWO years annually shall be based on satisfactory performance.
5. The Services are required in all Government health care facilities in 75 districts as detailed in Part-III-of the RFP
6. A. The Bidder can bid for Government health care facilities in 75 Districts of Uttar Pradesh as per the Biomedical waste management rules 2016 and CBCP revised CBWTF Guidelines dated 21<sup>st</sup> December 2016. In any case, the Bidder has to quote separate for each Government health care facility.

<b>EMD Amount and Minimum Solvency requirement per district.</b>	<b>EMD of Ten lakhs and Solvency of Fifty lakhs to be submitted at the time of bid submission by the bidder</b>
<b>Performance Guarantee Security</b>	The selected bidder will have to submit performance security of Rs. 50.00 lakhs

\*The project contract value can be derived on the basis of the following – No. of beds x cost per bed per day x 365 x 3.

B. The Bid Parameter is as defined below –  
(Cost per bed per day in the quoted Government Healthcare facilities)

C. Evaluation shall be done Government Healthcare facilitywise as per criteria specified in the bidding documents.

7. The bidders having valid Consent To operate Certificate & authorization from State Pollution Control Board or who have applied for renewal of the authorization prior to

expiry of the renewal will be eligible to quote the RFP.

8. A pre-bid meeting shall be held as per schedule mentioned in NIT to clarify the issues and to answer questions on any matter relevant to the bid. Non-attendance at the pre-bid meeting shall not be a cause for disqualification of a bidder. No suggestions or objections shall be entertained after the pre bid meeting. All the suggestions and queries have to be submitted in writing. However, bidders are requested to e-mail their queries/suggestions BY EMAIL specified above. These queries /suggestions shall be discussed in the pre-bid meeting also.
9. The eligibility criteria and other terms and conditions are given in this RFP document. Interested parties may download the RFP document from website [www.etender.up.nic.in](http://www.etender.up.nic.in) & [www.upmsc.in](http://www.upmsc.in). The bidders who are registered with NSIC, they will get the benefit of this regarding EMD fee as per the rules. But, NSIC registration should be in the same category of the services. The bidder should also attach the NSIC certificates for the same in their technical offers. Without the certificate in their technical offers for the same category of services, bidder will be liable for disqualified.
10. The eligibility criteria and other terms and conditions are given in this RFP document. The RFP document is also available on the website [www.etender.up.nic.in](http://www.etender.up.nic.in) & [www.upmsc.in](http://www.upmsc.in).
11. The Managing Director, UPMSCL or his/her authorized representative shall be the facilitator and shall sign the Preliminary contract and Letter of Award with the successful bidder (s) and Director General Medical and Health, GoUP shall be the “Implementing Authority” and is also referred to as “Authority”. The implementing contracts shall be signed by the Director/SIC/CMO/CMS of the Health Care Facilities.
12. MD UPMSCL, reserves the right to reject anyone or all bids without assigning any reason thereof.

**Managing Director  
UPMSCL**

**TABLE CONTENTS**

BID DATA SHEET .....  
DISCLAIMER .....  
1 RFP Background Information .....  
1.1 Background Information .....  
2 INSTRUCTIONS TO BIDDERS .....  
2.1 General Terms of Bidding .....  
2.2 Scope of Work .....  
2.3 Eligibility to bid - Minimum Qualification Criteria .....  
2.4 Number of Bids and costs thereof .....  
2.5 Site Visit & Verification of information .....  
2.6 Acknowledgement by Bidder .....  
2.7 Right to accept or reject any or all bids [Ref 2.22 ] .....  
2.8 Contents of the RFP .....  
2.9 Preparation and Submission of Bids .....  
2.10 Preparation and Submission of Proposals .....  
2.11 Bid Security .....  
2.12 Sealing and Signing of Proposal .....  
2.13 Late Proposals .....  
2.14 Modifications / Substitution / Withdrawal of Proposals .....  
2.15 Clarifications and Pre-Bid Conference .....  
2.16 Amendment of RFP .....  
2.17 Proposal Validity period .....  
2.18 Extension of Proposal Validity period .....  
2.19 Right to Accept or Reject Proposal .....  
2.20 Confidentiality .....  
2.21 Acceptance of Letter of Intent (LOI) and Execution of Agreement .....  
2.22 Performance Security.....  
2.23 Return of the Proposal and Bid Security .....  
3 EVALUATION PROCESS .....  
3.1 Opening of Proposals .....  
3.2 Evaluation of Qualification.....  
3.3 Evaluation of Financial Bid- .....  
3.4 Clarificationsfor the Purpose of Evaluation .....  
3.5 Contacts during Bid Evaluation .....  
3.6 Tie Bidders .....  
4 FRAUD AND CORRUPT PRACTICES .....  
5 PRE-BID CONFERENCE .....  
6 MISCELLANEOUS .....  
7 APPENDICES .....  
7.1 FORMAT 1 COVERING LETTER FOR PROPOSAL SUBMISSION .....  
7.2 FORMAT 2: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL .....  
7.3 FORMAT 3 AFFIDAVIT .....  
7.4 FORMAT 4: ANTI-COLLUSION CERTIFICATE .....  
7.5 FORMAT 5: PROJECT UNDERTAKING .....  
7.6 FORMAT 6: INFORMATION REGARDING BIDDER .....  
7.7 FORMAT 7 FINANCIAL CAPABILITY OF THE BIDDER .....



7.8 FORMAT 8 FINANCIAL BID- In Sealed Separate Cover. ....

7.9 Format 9: Compliance Matrix .....

7.10 Format 10: Technical ProposalForm .....

7.11 Format 11: Format for bank guarantee for earnest money deposit .....

7.12 Format 12: Format for bank guarantee for Performance security .....

**BID DATA SHEET**

1.	Tender Inviting Authority- Herein after referred to as Authority	Managing Director, UPMSCL
2.	Title of RFP	Selection of Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP) for Government Health care Facilities in Uttar Pradesh.
3.	Contact person for clarification	<b>General Manager, Equipment Procurement, UPMSCL (A Govt. of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow - 226010 Website: <a href="http://www.upmsc.in/">http://www.upmsc.in/</a>, <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> Email: <a href="mailto:equipment@upmsc.in">equipment@upmsc.in</a>,&amp; <a href="mailto:service@upmsc.in">service@upmsc.in</a> Tel. no. 0522-2838102</b>
4.	Correspondence Address	<b>General Manager, Equipment- Procurement, UPMSCL (A Govt. of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow - 226010 Website: <a href="http://www.upmsc.in/">http://www.upmsc.in/</a>, <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> Email: <a href="mailto:equipment@upmsc.in">equipment@upmsc.in</a> &amp; <a href="mailto:service@upmsc.in">service@upmsc.in</a>, Tel. no. 0522-2838102</b>
5.	Last date for submission of online Bids	<b>Up to 15:00 Hrs date 00 March 2023</b>
6.	Address for Proposal Submission	<b>MD, UPMSCL (A Govt. of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow - 226010 Website: <a href="http://www.upmsc.in/">http://www.upmsc.in/</a>, <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> Email: <a href="mailto:equipment@upmsc.in">equipment@upmsc.in</a> &amp; <a href="mailto:service@upmsc.in">service@upmsc.in</a> Tel. no. 0522-2838102</b>
7.	Proposals validity	The submitted Bid shall be valid for a period of not less than 180 days from the "Proposal Due Date".

8.	Bid Security /Earnest Money Deposit Amount Payable	EMD *refer table below
9.	Performance Security	Performance Security shall be valid for 3 years & 6 months from the date of signing of agreement. Performance Security should be in form of Bank Guarantee (in the format specified in Format 12 issued by any Nationalized/Scheduled Commercial bank in favor of The Director General, Medical & Health Services, Lucknow payable at Lucknow. The Value shall be 50 lakhs for the selected Bidder.
10.	Language in which proposals should be submitted	English
11.	Single currency for price conversion	Indian Rupees
12.	Opening of Bids- Through online on website <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>	16:00 Hrs. on 14 June, 2023 at Office of The <b>MD, UPMSCL</b>
13.	Announcement of Technically Qualified Bidders	Technically qualified bidders shall be intimated after evaluation by email &/ through website <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>
14.	Date, Time & Venue for the opening of Financial Bid	Shall be intimated after Technical evaluation
15.	Agreement Period	The initial contract period shall be for THREE years and renewal for further TWO years annually shall be based on satisfactory performance.  The Service Provider shall have to renew the Performance Security appropriately in case of renewal of the contract beyond three years.  In case the service provider does not intend to renew the Contract he needs to notify six months in advance failing which his Performance Security shall be forfeited.

<b>EMD Amount and Minimum Solvency requirement per district.</b>	<b>EMD of Ten lakhs and Solvency of Fifty lakhs to be submitted at the time of bid submission by the bidder</b>
<b>Performance Guarantee Security</b>	The selected bidder will have to submit performance security of Rs. 50.00 lakhs in favour of The Director General, Medical & Health Services, Lucknow, payable at Lucknow

- The bidders will have to survey the HCF in the district and shall quote the financials facility wise.
- Contract signing authority shall be CMO /Director /SIC/ CMS
- During contract agreement, the selected service provider & concerned CMO /Director /SIC/ CMS will jointly verify the actual bed strength & on the basis of actual data contract agreement will be signed.

**DISCLAIMER**

The information contained in this RFP or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this RFP has been prepared in good faith and contains general information in respect of the Project, the RFP is not and does not purport to contain all the information which the Bidder may require.

Neither the Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or wrong statements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This RFP document is not an agreement and is not an offer or invitation by the UPMSCL (herein after referred to as " Authority") or its representatives to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may be in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory

and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the Authority, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

RFP document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposal.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/documents pertaining to this RFP or subsequently provided to Bidder and/or Selected Bidder AND information/ documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the Project IS NOT SUBJECT TO DISCLOSURE AS PUBLIC INFORMATION/ DOCUMENTS.

### **Abbreviations**

#### **List of Abbreviations**

**AC-** Alternating Current

**BDS-**Bid Data Sheet

**BMW-** Biomedical Waste Management

**BMWMIS-**Biomedical Waste Management Information System

**BPHC-**Block Primary Health Center

**C-** Combined

**CBWTF-**Common Biomedical Waste Treatment Facility

**CBI-** Central Bureau of Investigation

**CHC-** Community Health Centre

**CMO-**Chief Medical Officer

**CMSD-**Central Medical Store Department

**CMS-**Chief Medical Superintendent

**CTF-**Central Treatment Facility

**CPCB-** Central Pollution Control Board

**DH-** District Hospital

**DM-**District Magistrate

**DMC-**District Monitoring Committee

**DGM&H-**Director General, Medical& Health Services

**EMD-**Earnest Money Deposit

**ETP-**Effluent Treatment Plan

**F-** Female

**FDR-**Fixed Deposit Receipt

**GoUP**- Govt. of Uttar Pradesh  
**Govt.**-Government  
**HCF**- Health Care Facility  
**IMA**-Indian Medical Council  
**IST**-Indian Standard Time  
**IS**-Indian Standard  
**IT**-Information Technology  
**Kg.**- Kilogram  
**LLP**-Limited Liability Partnership  
**LOI**-Letter of Intend  
**M**- Male  
**MCA**-Ministry of Corporate Affair  
**MoU**-Memorandum of Understanding  
**NCB**-National Competitive Bidding  
**NIT**-National Inviting Tender  
**N.A.**- Not Applicable  
**N.O.**-Nodal Officer  
**PCB**-Pollution Control Board  
**POS**-Point of Sell  
**RO**-Regional Office  
**RFP**- Request for Proposal  
**SIC**-Superintendent in-Chief  
**SP**-Service Provider  
**S.P.V.**-Special Purpose Vehicle  
**U.P.**-Uttar Pradesh  
**U.P.P.C.B.** - Uttar Pradesh Pollution Control Board  
**UPMSCL**- Uttar Pradesh Medical Supplies Corporation Ltd.  
**VTS**-Vehicle Tracking System  
**WHO**-World Health Organization

## **1 RFP Background Information**

### **1.1 Background Information**

Govt. of Uttar Pradesh is committed to treat Biomedical Waste Generated in Health care facilities in the state as per applicable norms. For this it intends to hire services of Common Biomedical Treatment Facility Service providers. Govt, **of Uttar Pradesh**, India, intends to engage Services of Common Biomedical Waste Treatment Facility Service Providers to collect, transport, treat and dispose Biomedical Waste from Government Healthcare Care Facilities (HCFs) in Uttar Pradesh.

This Request for Proposal (RFP) is for "Selection of Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP) for collection, transportation, treatment and disposal of Biomedical Waste of Biomedical Waste " (hereinafter referred to as "Project") for a period of 36 (thirty six ) months from the Commencement Date as specified in the RFP part II (Draft Agreement).



1.1.1 This RFP consists of THREE Parts as listed below and would include any Addenda issued in accordance with clause 2.17 of this RFP.

Part I	Instructions to Bidders
Part II	Draft Agreement
Part III	Schedules to Draft Agreement

1.1.2 Interested parties may download the RFP document from website [www.etender.up.nic.in](http://www.etender.up.nic.in).

1.1.3 The RFP document is also available on the website [www.upmsc.in](http://www.upmsc.in), [www.etender.up.nic.in](http://www.etender.up.nic.in).

1.1.4 Bids shall be evaluated in two steps. The evaluation process is outlined in RFP.

1.1.5 The Authority shall enter into an Agreement with the Selected Bidder(s). Selected Bidder(s) shall be confirming Party in the aforesaid Agreement. The draft of Agreement is provided in Part II of this RFP.

1.1.6 Further, all the parts of the Bid Proposal (PART 1: Qualification Bid, PART 2: Financial Bid) must be submitted as described in RFP with all pages numbered serially and initialed by the Authorized Bid Signatory, along with an index of submissions.

1.1.7 The quoted figures in the Financial Bid should be mentioned in words also. In the event of any discrepancy the amount written in words shall prevail.

1.1.8 Bid submissions by Bidders must be done positively as per schedule, venue & time described in RFP in the manner specified in the RFP document at the address given in Data Sheet. The Authority shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all Proposals without assigning any reason thereof.

1.1.9 The key dates and other particulars relating to the RFP are given in the Data Sheet attached at the beginning of the RFP document. The Authority may at its sole discretion alter the schedule anytime during the process by giving due notice.

## 2 INSTRUCTIONS TO BIDDERS

### 2.1 General Terms of Bidding

- 2.1.1 All Bidders are required to submit their Proposal in accordance with the terms set forth in this RFP.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect.
- 2.1.3 Provided that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under that Agreement.
- 2.1.4 The Authority reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.

### 2.2 Scope of Work

The scope of work for the Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP) shall be as defined in Scope of Work and Terms of Reference/Description of Services as given in Part III of the RFP.

### 2.3 Eligibility to bid - Minimum Qualification Criteria

- 2.3.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:
  - a. The Bidder must be a sole bidder (i.e. Company/Society/Trust/Partnership Firm/ LLP/Proprietorship).
  - b. The Bidder can bid for various health facilities of Uttar Pradesh as mentioned in the BOQ
  - c. The Bidder should be other than consortium of Companies. it should be any registered entity such as (i) company registered under Companies Act, 1956/2013 or an equivalent law outside India; or (ii) Society registered under Societies Registration Act, 1860 or equivalent law applicable in any State of India; or (iii) trust formed according to the provisions of Indian Trust Act, 1882 or (iv) equivalent law applicable in any State of India or Partnership firm or LLP(v) Proprietorship firm registered with any government entity.
  - d. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:
    - (i) a constituent of Bidder is also a constituent of another applicant/bidder; or
    - (ii) Such Bidder thereofreceives orhas received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or has provided any such subsidy, grant, concessional loan or

subordinated debt to any other Bidder; or

(iii) such Bidder has the same legal representative for purposes of this Proposal as any other applicant/bidder; or

(iv) such Bidder has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Proposal of either or each other; or

(v) such Bidder, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

e. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial, or technical adviser of the Authority in relation to the Project is engaged by the Bidder, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor shall this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.3.2 To be eligible for bidding and award of contract under this RFP, a bidder shall fulfill following conditions of eligibility and submit the proofs as specified for each condition of eligibility:

<b>Sr. No.</b>	<b>Eligibility condition for bidding</b>	<b>Supporting documents to be submitted by the bidder</b>
1	<p><b><u>Legal Entity and Statutory Registrations</u></b></p> <p><b>IN CASE OF SOLE BID, THE BIDDER:</b></p> <p>a. Should be a registered legal entity such as:</p> <ul style="list-style-type: none"><li>i. company registered under Companies Act, 1956/2013 or an equivalent law outside India; or</li><li>ii. Society registered under Societies Registration Act, 1860 or equivalent law applicable in any State of India; or</li><li>iii. Trust formed according to the provisions of Indian Trust Act, 1882 or equivalent law</li></ul>	<p>▪ In case of Sole bids, the The bidder shall submit:</p> <ul style="list-style-type: none"><li>a. Company or Society or Trust or LLP or Partnership or Proprietorship firm Registration Certificate.</li><li>b. Should have a valid GST Registration. Bidder will submit the copy of GST Registration in the technical bid.</li></ul>

Sr. No.	Eligibility condition for bidding	Supporting documents to be submitted by the bidder
	<p>applicable in any State of India.</p> <p>iv. LLP Firm registered by MCA.</p> <p>v. Partnership firm registered under partnership act.</p> <p>vi. Proprietorship firm registered with any government entity</p> <p>b. Should have a valid Service Tax Registration.</p>	
2	<p><b><u>Solvency requirement should be as under district wise:</u></b></p> <p>The bidder should have liquid resources in the form of FDR/Credit facility or cash for Rs. 50 lakhs for timely execution of the services and contract and shall upload the same during submission of the bid.</p>	<p>In case of Sole bids, the bidder shall submit:</p> <ol style="list-style-type: none"> <li>1. Audited Balance Sheet for previous three financial years (2019-20, 2020-21; 2021-22).</li> <li>2. Audited Profit &amp; Loss Statement for previous three financial years (2019-20, 2020-21; 2021-22).</li> </ol> <p>Certificate from statutory auditor stating the Solvency of the company.</p>
3	<p><b><u>Technical Requirements-</u></b></p> <p>The technical requirement of the bidder should be as given below:</p> <p><b>IN CASE OF SOLE BIDDER</b></p> <p><b><u>a. If the bidder is bidding for single district or for more than one district , then the bidder:</u></b></p> <p>i) Bidding parties shall have valid Consent to Operate Certificate &amp; authorisation from the concerned State Pollution Control Board at the time of bidding, in order to be eligible for the same.</p> <p>ii) Should have sufficient unutilized capacity for Treatment of Biomedical Waste for the quoted district.</p> <p>Available treatment capacity in Kg/day is defined as Existing Installed capacity minus utilized capacity for the year 2021-22. These criteria shall however be applicable only at the time of awarding the contract. The bidder shall not be awarded contract exceeding his unutilized capacity.</p>	<ol style="list-style-type: none"> <li>a. Project undertaking from the bidder signed by Authorized Signatory of the bid in Format-6.</li> <li>b. Valid Certificate of Authorization from State Pollution Control Board indicating date of authorization of the facility and validity.</li> <li>c. Statement of unutilized capacity in the format as prescribed.</li> </ol>

Sr. No.	Eligibility condition for bidding	Supporting documents to be submitted by the bidder
4	<p><b><u>Non – Blacklist</u></b></p> <p>The Bidder should not have been debarred or blacklisted by the Government of India, Government of Uttar Pradesh or by any State Governments in India, for breach of Contractual Conditions as on bid submission date and should not be involved in any pending /ongoing CBI Litigations.</p> <p>Also, the bidder should not have been convicted/charge-sheeted in any criminal case in respect to the nature of work involved in the contract with any of the State Government or Union Government. This is explained further in Clauses 2.3.6. and 2.3.7 of Part – 1: Instructions to Bidders of this RFP. The bid may be rejected on submission of false affidavit as per Clause-2.22 of Part-I</p>	<p>The Bidder shall have to submit an affidavit as per FORMAT 3 as part of the Qualification Proposal.</p>

- 2.3.3 The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in Proposal.
- 2.3.4 The Bidder should submit a Power of Attorney as per the format at FORMAT 2, authorizing the signatory of the Proposal to commit the Bidder.
- 2.3.5 The bidder (s) should provide 'No Conviction Certificate', as per format 3.
- 2.3.6 Any entity which has been debarred/blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the entity would not be eligible to submit the Proposal, and shall have to submit an affidavit to this effect as per FORMAT 3 as part of the Qualification Proposal.
- Any Entity which has been punished for any offence and/or the Director/President/Chairperson/Trustee of the that entity is convicted for any offence and/or against whom any criminal cases is/are pending before competent court, shall not be eligible to submit the proposal. The Bidder shall have to submit an affidavit to this effect as per Format 3 as part of the Qualification Proposal.
- 2.3.7 Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall provide provisional information and certification corresponding for such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, Financial Year shall, for the purposes of this bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business

## **2.4 Number of Bids and costs thereof**

- 2.4.1 The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

## **2.5 Site Visit & Verification of information**

- 2.5.1 The Bidders are encouraged to submit their respective bids after visiting the State of Uttar Pradesh (hereinafter referred to as "State") and ascertaining for themselves of the health care facilities in the State, the road conditions, traffic, conditions affecting transportation, access, applicable laws and regulations, and any other matter considered relevant by them.
- 2.5.2 The Bidder is expected to examine carefully the contents of all the RFP. Failure of the proposal to comply with the requirements of RFP shall be at the Bidders' own risk and make the bid non-responsive.

## **2.6 Acknowledgement by Bidder**

- 2.6.1 It shall be deemed that by submitting the bid, the Bidder has:
- a. made a complete and careful examination of the RFP;

- b. received all relevant information requested from the Authority;
- c. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations there under;
- d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Operator;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertakings provided by it under and in terms hereof

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the bidding process, including any error or mistake therein or in any information or data given by the Authority.

## **2.7 Right to accept or reject any or all bids [Ref 2.20]**

## **2.8 Contents of the RFP**

Data Sheet  
 Disclaimer  
 Request for Proposal  
 Instructions to Bidders  
 Evaluation Process  
 Fraud and Corrupt Practices  
 Pre-Bid Conference  
 Miscellaneous  
 Formats for Proposal  
 Draft Agreement along with Schedules

## **GENERAL GUIDELINES FOR THE SUBMISSION OF E-TENDER**

Instructions/ Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the prospective Tenderers to participate in e- Tendering.

- a) **Registration of Tenderers:** Any tenderer willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.up.nic.in>. The prospective Tenderer is to click on the link for e-Tendering site as given on the web portal.
- b) **Digital Signature certificate (DSC):** Each Tenderer is required to obtain a class-II Digital Signature Certificate (DSC) from NIC for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.

- c) The Tenderer can search & download NIT & Tender Documents electronically from computer once he logs on to the website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- d) **Submission of Tenders:** General process of submission, Tenders are to be submitted through online to the website at a time for each work, one in technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

Also hard copy of technical bid should be submitted as per the schedule mentioned in NIT.

## **2.9 Preparation and Submission of Bids**

2.9.1 The Proposal in response to the RFP should be in English and shall be submitted in online.

(a) Technical bid should contain the clause-by-clause compliance statement for the quoted goods vis-à-vis the technical specifications in the tender enquiry in addition to other required document as mentioned in TE Document.

(b) Technical bid should contain the brochure, catalogue of offered/ quoted items which should reasonably explain in detail about the quoted items & it should also confirm the clause –by-clause compliance of technical specification as asked in TE Document and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

(c) In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

(d) If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

Failure in complying above mentioned clause, may lead to rejection of tender.



### 2.9.2 PART 1: Qualification Bid

- The Bidder is expected to provide details of its registration as per FORMAT 6 and furnish documents to support its claim.
- A summary of relevant information should be provided as per FORMAT 6.
- The Bidder should submit details of financial capability for the last three (3) financial years (2019-20, 2020-21; 2021-22.) as per FORMAT 7. The Qualification bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder-
- The checklist for information to be submitted (in prescribed formats) for the Qualification Proposal is provided in the table below:

<b>SL</b>	<b>INFORMATION TO BE PROVIDED</b>	<b>FORMAT NUMBER</b>
1.	Covering letter for proposal submission	FORMAT 1
2.	Power of attorney for signing of proposal	FORMAT 2
3.	Affidavit	FORMAT 3
4.	Anti-collusion certificate	FORMAT 4
5.	Project undertaking	FORMAT 5
6.	Information regarding bidder	FORMAT 6
7.	Financial capability of the bidder	FORMAT 7
8.	Financial Bid- To be submitted through online	As per online BOQ
9.	Compliance matrix	FORMAT 9
10.	Technical proposal forms	FORMAT 10
11.	Format for bank guarantee for Earnest money deposit	Not Applicable
12.	Format for bank guarantee for Performance Security	FORMAT 12
13.	EMD	

### 2.9.3 **PART 2: Financial Bid**

The Bidder has to quote its commercial bid on a per bed per day basis. For details refer to Financial Bid and Price Schedule in Part-III. The Financial Bid should be submitted as per the format available in online through online mode at the website of [www.etender.up.nic.in](http://www.etender.up.nic.in). **Manual submission of financial bid will not be considered by TIA**

### 2.10 **Preparation and Submission of Proposals**

- 2.10.1 All Proposals submitted must be duly signed and stamped by the Authorized representative of the Bidder.
- 2.10.2 The Bidder should submit a Power of Attorney as per FORMAT 2, authorizing the signatory of the Proposal to execute the Proposal.
- 2.10.3 The Bidder has to submit a signed copy of the RFP.
- 2.10.4 An Affidavit as per FORMAT 3 should be submitted along with the Proposal.
- 2.10.5 The Proposal shall be accompanied with an Anti-Collusion Certificate on the letter head of the Bidder as per FORMAT 4.
- 2.10.6 The Proposal shall also be accompanied with a Project Undertaking on the letter head of the bidder as per FORMAT 5.
- 2.10.7 The Proposal shall be submitted by the Bidder in the adequate, complete and correct form as per the Formats prescribed in the RFP. The Proposal / bid submitted by the Bidder in the form other than the prescribed Formats shall not be considered for evaluation by the Authority. In such an event, the Authority shall not be responsible for any loss or damage whatsoever that may be incurred by the concerned Bidder. However, the Authority may, in its sole discretion, require the Bidder to rectify the discrepancies in the bid submitted by the Bidder pursuant to this RFP.

### 2.11 **Bid Security**

- 2.11.1 The Bidder is required to deposit, along with its bid, a bid security as specified in Data Sheet (the "Bid Security"),
- 2.11.2 The Bid Security should be submitted through RTGS/NEFT.
- 2.11.3 The Bid Security shall be forfeited without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
  - a. If Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - b. If Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

- c. In the case of the Selected Bidder, if it fails within the specified time limit -
  - i. to sign and return the duplicate copy of LOI;
  - ii. to sign the Agreement; or
  - iii. to furnish the Performance Security within the period of 30 (Thirty) days from the date of issue of LOI; or
  
- d. As per any other relevant provisions of this RFP and Agreement.

## **2.12 Sealing and Signing of Proposal**

- 2.12.1 The Bidder shall submit & upload the document through online in the format as provided in clause 2.9.2.
- 2.12.2 The envelope shall contain all the FORMATS provided in clause 2.9.2 along with supporting documents.
- 2.12.3 The Bidder shall submit Financial Bid through online in the prescribed FORMAT for each quoted district.

### **Qualification/Technical Bid**

A bidder bidding for one or more than one district is required to submit a single qualification/technical bid.

- 2.12.4 The Bidder shall provide all the information sought under this RFP. The Authority shall evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.
- 2.12.5 The Proposals shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposals.
- 2.12.6 The pages of each part of the Proposal shall be clearly numbered, indexed and stamped with the seal of the Bidder.
- 2.12.7 The Proposal shall be signed and each page of the Proposal shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.
- 2.12.8 Proposal should be submitted positively by as per scheduled venue & time described in RFP, at the address given in Clause 2.12.12 in the manner and form as detailed in this RFP. Proposals submitted in any other manner shall not be accepted.
- 2.12.9 The Authority may at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.15 uniformly for all bidders.
- 2.12.10 All such addendum shall be released on the Department website [www.etender.up.nic.in](http://www.etender.up.nic.in) and the Bidders are requested to check the website regularly for updates. The Authority shall not undertake any responsibility, if any, Bidder fails to regularly check the website for addendums.

### **2.13 Late Proposals**

- 2.13.1 Proposals received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be returned unopened.

### **2.14 Modifications / Substitution / Withdrawal of Proposals**

- 2.14.1 The Bidder shall submit the final proposal by the Proposal Due Date and Time. No Proposal shall be modified, substituted or withdrawn by the applicant/bidder after the submission of the proposal.

### **2.15 Clarifications and Pre-Bid Conference**

- 2.15.1 A prospective Bidder requiring any clarification on the RFP documents may submit their queries and suggestions prior to the last date for receiving queries as specified in Data Sheet. The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format shall not be responded to.

<b>S. No.</b>	<b>Page No.</b>	<b>Part of RFP</b>	<b>Clause No.</b>	<b>Text provided in RFP</b>	<b>Clarification sought with justification, if any</b>

- 2.15.2 The Authority shall schedule a pre bid conference to discuss the issues related to the Project with all the prospective Bidders. The prospective Bidders may raise any queries during the pre-bid conference, in addition to those submitted earlier. The Authority on its discretion may also hold further discussions with the prospective Bidders to finalize any other related issues for the Project, before submission of the Proposals. This would be common for all the Bidders.
- 2.15.3 The Authority shall respond to all the queries submitted by the prospective Bidders on or before the date specified in the "Data Sheet". Such a response shall be sent in writing to all the prospective Bidders who have purchased the RFP and shall qualify as an "Addendum." Such Addendum shall also be hosted on the following website: **www.etender.up.nic.in**
- 2.15.4 Bidders may note that the Authority shall not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the draft Agreement. **Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.**

## **2.16 Amendment of RFP**

- 2.16.1 The Authority may modify the RFP by issuing an Addendum before the Proposal Due Date.
- 2.16.2 Any Addendum thus issued shall be part of the RFP and shall be communicated in writing (through email / letter) to all the purchasers of the RFP and shall also be hosted on the following website: [www.upmsc.in](http://www.upmsc.in)
- 2.16.3 To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, the Authority may, at its sole discretion, extend the Proposal Due Date.

## **2.17 Proposal Validity period**

- 2.17.1 Proposal shall remain valid for a period of 180 (One hundred and eighty) days from the Proposal Due Date. The Authority reserves the right to reject any Proposal, which does not meet the requirement.

## **2.18 Extension of Proposal Validity period**

- 2.18.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Authority may request the Bidders to extend the period of validity for a specified additional period which period shall not exceed 90 days from the original Proposal Validity Date. The request and the Bidder's responses shall be made in writing. The Authority reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause.
- 2.18.2 The Proposal Validity period of the Selected Bidder shall be automatically extended till the date on which the Agreement is signed.

## **2.19 Right to Accept or Reject Proposal**

2.19.1 The Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as the Authority may deem fit, including annulment of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment.

2.19.2 The Authority reserves the right to reject any Proposal if:

- At any time, a material misrepresentation is made or uncovered by/from a Bidder
- b. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

2.19.1 This would lead to disqualification of the Bidder. If such disqualification/rejection occurs after the Financial Bids have been opened and the preferred Bidder gets disqualified/ rejected, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the bidding process. Notwithstanding the above, the Authority may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by the Authority.

2.19.2 The Authority shall issue a Letter of Intent (LOI) to the Selected Bidder for the Project.

2.19.3 The Authority may accept a substantially responsive bid if it is providing any provisions which is equivalent to or better than asked for and which shall not constitute a material deviation.

## **2.20 Confidentiality**

2.20.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. The Authority shall treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **2.21 Acceptance of Letter of Intent (LOI) and Execution of Agreement**

2.21.1 The Authority shall issue a Letter of Intent (LOI) to the Selected Bidder(s).

2.21.2 Within 7 (seven) days from the date of issue of the LOI, the Selected Bidder(s) shall accept the LOI and return the same to the Authority. The Selected Bidder i.e. CBWTF-SP shall take necessary steps so as to ensure execution of the Agreement between the CBWTF-SP and the Authority within 15 (FIFTEEN) days of acceptance of LOI.

2.21.3 The selected bidder shall be required to execute the Agreement with Schedules. The Selected Bidder shall also execute such further documents and deeds as may be required (the “**Contract Documents**”). The Bidders by submitting the bid shall be taken to have accepted the terms and conditions of the Agreement and Schedules to the Agreement and modifications and changes, as may be communicated in writing by the Authority at least 3 business days before the Proposal Due Date, without any reservation or condition.

2.21.4 In case, the Agreement does not get executed within 15 (FIFTEEN) days of acceptance of LOI, the Authority reserves the right to annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Selected Bidder shall be forfeited.

2.21.5 The Authority shall notify the Bidders whose Proposals have been unsuccessful.

## **2.22 Performance Security**

2.22.1 The selected bidder shall for due and faithful performance of its obligations during the Project duration furnish Performance Security as specified by way of an unconditional, unequivocal and irrevocable Bank Guarantee issued by a Schedule Bank, in favor of **The Director General, Medical & Health Services, Lucknow, payable at Lucknow** for a period of 3 years and 6 months (“Performance Security”) from the date of agreement. The Operator shall provide the Performance Security within the period expiring on the 30 (Thirtieth) day from the date of issue of LOI before executing the Agreement.



2.22.2 Till such time the Operator provides to Authority the Performance Security, the Bid Security shall remain in full force and effect. The Performance Security shall remain in force and effect up till six (6) months after the expiry of the Agreement Period as defined in the Agreement. The Bid Security of the Selected Bidder shall be returned within 15 days of submission of the Performance Security by the Operator.

2.22.3 Failure of the Operator to comply with the requirements of Clause 2.22 and 2.23 shall constitute sufficient grounds for the nullification of the Agreement and forfeiture of the Bid Security.

### **2.23 Return of the Proposal and Bid Security**

2.23.1 The Bid Security shall be returned, to unsuccessful Bidders within a period of 30 days from the date of announcement of the Selected Bidder except in cases where forfeiture is under consideration or due to unforeseen circumstances. In addition to the above, the Authority shall promptly release all Bid Securities in the event the Authority decides to terminate the bidding process/proceedings or abandon the Project.

## **3 EVALUATION PROCESS**

### **3.1 Opening of Proposals**

3.1.1 The Authority will open the PART 1: Qualification Bid Proposal as per scheduled venue & time described in the RFP & Datasheet in the presence of the Bidders who choose to attend.

3.1.2 PART 2: Financial Proposals shall remain unopened in the possession of the Authority until the PART 1 of the proposals has been evaluated and checked for their responsiveness to the RFP.

3.1.3 The following information shall be announced at the Proposal opening in the presence of Bidders' representatives, and recorded:

- a) Bidder's names
- b) Particulars of the Bid Security
- c) Any other relevant details

3.1.4 The Authority shall subsequently examine and evaluate the Qualification Proposals in accordance with the provisions set out in this RFP.

TIA will constitute committee

### **3.2 Evaluation of Qualification Bid- Evaluation shall take place as per following stages:**

#### **Stage-1- Determining the Eligible Bidders**

In Stage I of Proposal Evaluation, the "Qualification Bid" as stated in RFP submitted by the Bidders shall be checked for compliance with the requirements of the RFP and

eligibility to bid. A Proposal shall be considered eligible for Technical Evaluation if the Proposal satisfies the criteria stated below:

- a) The Proposal contains the appropriate bid security documents as specified in RFP and also the cost of bidding documents.
- b) The Proposal should be submitted with all the requirements of Qualification Bid as stipulated in Clause 2.9.2.
- c) Submission of Valid Authorization for running the facility from State Pollution Control Board is a mandatory document and the bid shall be rejected if this certificate is not there.
- d) The Proposal is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.13.2
- e) The Proposal is signed, sealed and marked as stipulated in Clauses 2.12.
- f) The Proposal contains all the formats specified in this RFP.
- g) The Proposal contains all the information in Formats as specified in this RFP.
- h) The Proposal meets the eligibility criteria as set out in Clause 2.3.2.

**The bidders who do not meet the Eligibility conditions as above shall not be evaluated further. Evaluation shall be carried out Government Healthcare Facility wise as per the Biomedical rules 2016 and the Eligible bidders shall be selected for technical responsiveness for the respective Health Care Facility.**

- **Stage-2-Determining the Technical Responsiveness-**

- The Technical requirement shall only be the Qualifying Criteria. The bidders meeting the technical requirement shall be eligible for price bid opening for the Government Healthcare Care Facilities quoted by the Bidder.
- In case a bidder bids for more Government Health Care facilities than its available/unutilized treatment capacity, then those Government Healthcare Care Facilities will not be Considered for financial evaluation.

3.2.1 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.

3.2.2 The following criteria shall be used for evaluation of the bids which meet the eligibility criteria set out in Clause 2.3.2.

The bids which meet the eligibility criteria set out in Clause 2.3.2 shall be first verified against the Compliance Matrix specified in Format – 9. Only those bids which comply with the criteria specified in the Compliance Matrix shall be evaluated. Bids which do not meet the criteria specified in Compliance Matrix shall be rejected and no further evaluation of those bids shall be carried out.

3.2.3 Notwithstanding anything mentioned to the contrary in the RFP, the Authority reserves the right to reject any/all bids and/or the selection process even after opening of Qualification Proposal.

### 3.3 Stage-3- Evaluation of Financial Bid-

3.3.1 The Authority shall open 'Financial Bid' of only those Bidders, who qualify as per Clause 3.2.

3.3.2 The Financial Bid should be furnished clearly, indicating the cost per bed per day in both figures and words. In the event of any difference between figure and word, the value indicated in words shall be taken into account.

3.3.3 The Bid Parameter is as defined below:

- The bidder shall quote one single value of cost for all healthcare facilities identified
- The cost shall cover both cost of services and cost of consumables.
- Bid parameter CT shall be as below, and shall form the basis for bid evaluation.
  
- The total cost CT per bed per day shall be calculated as below:
- **C T =C1+C2**, where
  
- C1 is the cost per bed per visit for services, i.e. Collection, Transportation, Treatment and Disposal of biomedical waste; and
- C2 is cost per day per bed for consumables to be supplied as per the scope of work/TOR /contract and
- = Total Cost/365/100, where Total Cost shall be calculated on the basis of annual supply to a 100 bed hospital in accordance with the following table and in accordance with specifications given in the Section 6.
- The financial evaluation will be done on C1 and C<sub>2</sub> will only be used for calculating CT

The bidder shall quote one single value of cost CT as calculated above for all healthcare facilities identified.

- **Evaluation:**
  - **Financial Evaluation shall be carried out Government Healthcare Facility Wise.**
  - **The Government Healthcare Facility receiving multiple bids shall be evaluated as per the following provisions-**
  - Bidder quoting the minimum rates as per the bid parameter shall be selected as L-1 bidder. The bid shall be awarded to L-1 bidder.
  - The L-1 bidder shall be rejected once its capacity is deemed to be fully utilized after allocation. Then the L-2 shall be declared New L-1 bidder after the OLD L-1 is rejected after fully allocating its capacity.

- 3.3.4 The Financial Bid of the Bidder should take into consideration all the expenses incurred or likely to be incurred for the full scope of work as described in Part – III in Schedule-A-Description of Services- of this RFP.
- 3.3.5 The Financial Bid should be inclusive of all applicable taxes other than the Service Tax and Sales Tax/VAT/GST (which will be applicable). Service Tax shall be payable on Component C-1 and Sales Tax/VAT/GST shall be payable by the Authority as per the prevailing rate on the date of invoice.
- 3.3.6 The Bidder who quotes the Lowest Cost as per the bid parameter shall be the L-1 bidder and shall be selected as L-1 bidder. **TIA shall also have the right to negotiate with the L1 bidder if deemed appropriate.**
- 3.3.7 Escalation Clause: The initial award of the contract shall be for three years. Contract shall be renewable for one year at a time, up to maximum of five years.
- 3.3.8 After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by the Authority to the Selected Bidder.

### **3.4 Clarifications for the Purpose of Evaluation**

- 3.4.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
- 3.4.2 At any point in time during the bidding process, if required by the Authority, it is the Bidders’ responsibility to provide required evidence of their eligibility as per the terms of the RFP, to the satisfaction of the Authority. The Authority or appointed advisers can verify the facts and figures quoted in the proposal. The Authority reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

### **3.5 Contacts during Bid Evaluation**

- 3.5.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the bids are under consideration, the Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

### 3.6 Tie Bidders

- 3.6.1 The bidders are requested to quote till three decimal points. In the event that two or more Bidders quote the same Bid Amount which results in a tie between such Bidders (“**Tie Bidders**”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

## 4 FRAUD AND CORRUPT PRACTICES

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOI and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Agreement, the Authority may reject a bid, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, , without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

Without prejudice to the rights of the Authority under Clause 4 herein above and the rights and remedies which the Authority may have under the LOI or the Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice during the Bidding process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFQ or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practices, as the case may be.

- b. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
1. “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOI or has dealt with matters concerning the Agreement or

arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

2. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding process;
3. **“coercive practices”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding process;
4. **“Collusive Practices”** means a scheme or arrangement between two or more Operators, with or without the knowledge of Authority , designed to influence the action of any party in the Bidding process;
5. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding process; or (ii) having a Conflict of Interest; and
6. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding process.

## 5 PRE-BID CONFERENCE

[Ref 2.16]

## 6 MISCELLANEOUS

1. The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.
2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - cancel the Bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
  - consult with any Bidder in order to receive clarification or further information;
  - retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully

and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.

4. Information contained in Format 9 is for intimation and knowledge of the Bidders.

## **7 APPENDICES**

### **FORMATS FOR PROPOSAL SUBMISSION**

#### **7.1 FORMAT 1 COVERING LETTER FOR PROPOSAL SUBMISSION**

(On the Letter head of the Bidder)

To,  
Managing Director  
UPMSCL

\_\_\_\_\_  
\_\_\_\_\_

Subject: Selection of Common Biomedical Waste Treatment Facility-Service Provider (CBWTF-SP) for 01 Districts of Uttar Pradesh

Dear Sir/Madam,

With reference to your RFP document dated 27-11-2018.I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project as below:

Names of Health Facilities of Uttar Pradeshfor which we have submitted bids:

S. No.	Name of Health Facility	Total no. of beds in health care facilities (DH/CHC/BPHC) in district for which bid has been submitted

Add rows if required

Max. no of bids/Health Facilitiesfor which award of contract is to be permitted as per liquidity requirements.

The Proposal is unconditional and unqualified.

1. I/ We acknowledge that the Authority shall be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Operator for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Common

Biomedical Waste Treatment Facility-Service Provider (CBWTF-SP) for the aforesaid Project.

3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
4. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We certify we have not been barred by the Government of Uttar Pradesh, any other State Government or Union Territory or Government of India as on bid submission date from participating in any project, and the bar does not subsists as on the Proposal Due Date.
6. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions laid out in the RFP document.
7. I/ We believe that we satisfy(s) the Eligibility Criteria and meet(s) the requirements as specified in the RFP document.
8. I/ We declare that we are not a member of any other consortium submitting a Proposal for the Project.
9. I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or any of our/ their associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence..
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/any member of consortium or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
12. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us



prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the bidding process including the award of Project.
16. I/We offer a Bid Security to the Authority in accordance with the RFP Document.
17. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
19. I/We shall keep this offer valid for 180 (One hundred and eighty) days from the Proposal Due Date specified in the RFP. I/We shall keep this offer valid for a specified additional period, not exceeding 90 days from the Proposal Validity Date, on the request of the Authority.
20. I/We undertake that no fees, gratuities, rebates, gifts, commissions, or other payments, except those shown in the bid, have been given or received in connection with the procurement process or in contract execution.
21. I/We undertake to provide Transportation route for collection of BMW from each health care facility (DH/CHC/BPHC) in the district. (after receipt of contract)

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: Yours faithfully,  
(Signature of the Authorised signatory)

Place: (Name & Designation of the Authorised signatory)

Name & Seal of Bidder

**Witness 1:**

Name:

Signature:

**Witness 2:**

Name:

Signature:

## 7.2 FORMAT 2: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

### POWER OF ATTORNEY

Know all men by these present, we (name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr. / Ms. \_\_\_\_\_ R/o \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, \_\_\_\_\_ and \_\_\_\_\_ (please state the name and address of the members of the consortium) for **“Selection of Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP) for 01 District in the State of Uttar Pradesh. (the“Project”)**, including signing and submission of all documents and providing information / response, to MD, UPMSCL representing us 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.

This Power of Attorney shall be effective, binding, and operative till \_\_\_\_\_, if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier

(Name, Title and Address of the Authorized representative)

(Signature)

(Name, Title and Address)

Notes:

1. To be executed by the bidder.
2. The mode of execution of 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.
3. Also, wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants (s).

**7.3 FORMAT 3:AFFIDAVIT**

(To be furnished by the Bidder)

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned hereby certifies that neither our Company/Society/Trust/LLP/Partnership Firm M/s\_\_\_\_\_nor any of its directors/President/Chairperson/Trustee has abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our Company/Society/Trust/LLP/Partnership Firm M/s\_\_\_\_\_nor any of its directors/ President/Chairperson/Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
  - a) Our Company/Society/Trust ..... has not been punished for any offence and/or
  - b) The Director/President/Chairman/Trustee/Partner of our Company/Society/Trust LLP/Partnership Firm.....has/has neither been convicted of any offence nor is/are any criminal case pending before any Competent Court.
  - c) We not have been found guilty and are not found to be involved in any pending /ongoing CBI Litigations.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Government of Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Government of Uttar Pradesh,

Signed by an authorized Officer of the Company / Society /Trust /LLP /

Partnership Firm :

Title of Officer:

Name of Company/Society/Trust LLP/Partnership Firm :

Date:

**7.4 FORMAT 4: ANTI-COLLUSION CERTIFICATE**

(On the letter head of the bidder)

**ANTI-COLLUSION  
CERTIFICATE**

I/We hereby certify and confirm that in the preparation and submission of this Proposal, I/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.

I/We further confirm that we have not offered nor shall offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date this .....Day of .....201\_.

Name of the Bidder.

Signature of the Authorized Representative

Name of the Authorized Representative

**7.5 FORMAT 5: PROJECT UNDERTAKING**

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

To:

Date:

Managing Director, UPMSC

\_\_\_\_\_  
\_\_\_\_\_

Phone:

Fax:

**Subject: Selection of Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP) for Public Health Facilities in Uttar Pradesh.**

Ref:

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by UPMSC

We hereby agree and undertake as under:

1. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the contents, terms and conditions of the RFP and the Agreement, a draft of which also forms a part of the RFP provided to us.
2. We have sufficient available treatment capacity in Kg/day (Existing Installed capacity - utilized capacity) for the year 2017-18 as per details provided herein:

Treatment Capacity

- a. Existing Installed capacity in Kg/day (for which authorization from state PCB has been obtained):
- b. Utilized Capacity in Kg/day (capacity for which CBWTF has already entered into a contract with Govt health care facilities for the year 2017-18):

<b>Contents</b>	<b>Name of health care facility</b>	<b>No of beds</b>	<b>Weight of waste to be collected &amp; treated/day (Kg/day)</b>
<b>Public health care facility</b>			
<b>Private health care facility</b>			
<b>TOTAL</b>	-		

Add rows if required

- c. Available treatment capacity in Kg/day (Existing Installed capacity - utilized capacity) for the year 2021-22
3. Information on treatment equipment/facilities is in accordance with Biomedical Waste Management Rules, 2016 and CPCB-2003 Guidelines & latest amended in rules & guidelines.
4. That existing agreements with health care facilities (for BMW collection, transportation, treatment & disposal) does not exceed the utilized capacity as spelled out as above.

Dated this.....Day of .....201\_.

Name of the Bidder

Signature of the Authorized Representative

Name of the Authorized Representative

## 7.6 FORMAT 6: INFORMATION REGARDING BIDDER

### **Notes:**

1. Details to be provided for the Bidder
2. Relevant registration certificates as required in Eligibility Criteria are required to be enclosed.

### **Part 1:** Contact Information:

1	Name of the Bidder	
2	Address of the Bidder	
3	Name of the person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone No. (with STD Code)	
7	E-Mail of the contact person:	
8	Fax No. (with STD Code)	

**Part 2:** Details regarding Statutory Registrations:

1	Company Registration Number under Companies Act, 1956	
2	Registration number of not-for-profit/Section 25 companies/societies/trust/LLP / Partnership/ proprietorship Firm provided by the appropriate registering authority under the relevant Act.	<ul style="list-style-type: none"> <li>▪ Name of the Bidder</li>   <li>Legal status of the bidder (company/society/trust/section 25 company/LLP/Partnership Firm/ proprietorship)</li>   <li>Registration Number:</li>   <li>Issuing authority:</li> </ul>
3	Service Tax /GST Registration Number (whichever is applicable)	

I, the undersigned, certify that to the best of my knowledge and belief, the above stated information is true and correct. I understand that any misstatement described herein may lead to disqualification of our bid or dismissal, if engaged.

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

**7.7 FORMAT 7: FINANCIAL CAPABILITY OF THE BIDDER**

Name of Bidder:

CERTIFICATE OF LIQUIDITY (LIQUID ASSETS/CREDIT LINES)

The LIQUIDITY of M/S..... as on (insert date of bidding) is as below:

S/N	Nature of financial product	Amount
01	FDR	
02	Cash in bank	
03	Credit line with bank	
04	Any other liquid asset.	
05	Total liquid asset	

The balance sheet and profit and loss account of the firm is also attached.  
The firm's solvency certificate provided by the bank as on (insert the month of bidding) is also attached.

Date:  
Place

Signature of Chartered Accountant.  
Name:  
Registration Number:

|

SEAL



## **7.8 FORMAT 8 FINANCIAL BID-**

Uploaded online only as per the prescribed format available at [www.etender.up.nic.in](http://www.etender.up.nic.in).

Bidder has not to submit the hard copy of financial bid. Otherwise, Bidder will be liable to rejected.

|

## 7.9 FORMAT 9: Compliance Matrix

SL	Eligibility condition	Supporting documents to be submitted by the bidder	Compliance (Yes / No)
1.	<b><u>Legal Entity and Statutory Registrations</u></b> As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid )	As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	
2.	<b><u>Solvency</u></b> As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	
3.	<b><u>Technical Capacity</u></b> As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	
4.	<b><u>Non – Blacklist</u></b> As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	
5.	Compliance to Technical Specifications as per Part-III	As per Specifications Part-III	
6.	Covering letter for proposal submission	FORMAT 1	
7.	Power of attorney for signing of proposal	FORMAT 2	
8.	Affidavit	FORMAT 3	
9.	Anti-collusion certificate	FORMAT 4	
10.	Project undertaking	FORMAT 5	
11.	Information regarding bidder(details of consortium members / sub-contractor(s) to be specified only if applicable)	FORMAT 6	
12.	Financial capability of the bidder	FORMAT 7	
13.	Financial Bid	FORMAT 8	
14.	Compliance matrix	FORMAT 9	
15.	Technical proposal forms	FORMAT 10	
16.	Format for bank guarantee for earnest money deposit	Not applicable	
17.	Format for bank guarantee for Performance Security	FORMAT 12	

**7.10 Format 10: Technical Proposal Form**

Bidder need to submit the proposal in line with the requirement as defined in RFP Part I, Part II and Part III and should duly submit technical literatures.

The Bidder also need to provide compliance of all the Equipment as per following format –  
Details of Equipment/Facilities:

S. No.	Name of Equipment	Capacity	Number	Year of Manufacture	Brand	Expected Downtime in case of Equipment Failure	Backup Facility
1.	Incinerator						
2.	Autoclave/Microwave/Hydroclave						
3.	Shredder						
4.	Sharp Pit/Encapsulator						
5.	Effluent Treatment Plant						
6.	Generator set						
7.	BMW Collection Vehicles						
8.	VTS (one per vehicle)						
9.	POS (one per vehicle)						
10.	Weighing Machines (one per vehicle)						
11.	CCTV Facility						
12.	Any other (pl specify)						

Add rows if required

In case equipment is of more than one make (e.g. two incinerators, each of different make) then their details should be mentioned in different rows.

The Bidder also needs to provide compliance of all the Manpower provisions as per following format-Details of Employees (both skilled and non-skilled):

S. No.	Position	Number
	Supervisor	
	Driver	
	Skilled Manpower	
	Unskilled Manpower	

Add rows if required

**7.11 Format 11: Format for bank guarantee for earnest money deposit (Not Required)**

[To be issued by SBI or any Nationalized Bank or Indian Scheduled Commercial Bank]

Whereas ..... (hereinafter called the “tenderer”) has submitted their offer dated .....for the supply of .....(hereinafter called the “tender”) against purchaser’s tender enquiry number .....

KNOW BY ALL MEN by these presents that WE .....of .....having registered office at ..... are bound unto .....(hereinafter called the “Purchaser”) in the sum of .....for which payment shall and truly to be made to the said purchaser , the Bank binds itself ,its successors and assigns by these presents. Sealed with Common Seal of the said bank this .....day of .....20....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity
  - (a) Fails to furnish the performance security for the due performance of the contract.
  - (b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in the demand the Purchaser shall note that amount claimed by it is due it, owing to the occurrence of one or both the two conditions , specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 (forty five) days after the period of tender validity and any demand in respect of should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name and address of the Bank/Branch

**7.12 Format 12: Format for bank guarantee for Performance security**  
*[To be issued by SBI or any Nationalized Bank or Indian Scheduled Commercial Bank]*

To,  
Director General, Medical & Health Services, Lucknow

WHEREAS .....  
(name and address of the Service Provider) (herein after called "the Supplier") has undertaken, in pursuance of contract number ..... dated ..... to supply (description of goods or services) (hereinafter called "the contract").

AND WH

EREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.;

AND WEHERAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you , on behalf of the supplier , up to a total of .....(amount of guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument , any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract to be performed there under or of any of contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change , addition or modification.

The guarantee shall be valid until the .....day of....., 20....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name and address of the Bank/Branch



**National Competitive Bidding**

**REQUEST FOR PROPOSAL (RFP)**

**For**

**Selection of Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP)  
for Government Health Care Facilities in Uttar Pradesh**

**[Collection, Transportation Common, Treatment, & Disposal of BIO-MEDICAL Waste]**

**Part II: Draft Agreement**

**Issue Date: 15.05.2023**

**Number: UPMSCL/BMW/RFP/2022-23/34**

**Nodal Agency**

**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED (A Government of**

**Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector-7, Gomti  
Nagar Extension, Lucknow - 226010 Website: <http://www.upmsc.in/>,  
<https://etender.up.nic.in>**

**Email: [equipment@upmsc.in](mailto:equipment@upmsc.in), Tel. no. 0522-2060098**

## Table of Contents

1 AGREEMENT .....	
1.1 ARTICLE 1 - DEFINITIONS & INTERPRETATIONS .....	
1.2 ARTICLE 2 – OBJECTIVE OF THIS AGREEMENT .....	
1.3 ARTICLE 3 – ENGAGEMENT OF THE Biomedical Waste Treatment Facility - Services Provider (CBWTF-SP) .....	
1.4 ARTICLE 4 – DURATION OF THIS AGREEMENT .....	
1.5 ARTICLE 5 – AREA OF OPERATION .....	
1.6 ARTICLE 6 – COMMENCEMENT OF SERVICES .....	
1.7 ARTICLE 7 – CONSIDERATION AND PAYMENT TO CBWTF-SP .....	
1.8 ARTICLE 8 – TREATMENT FACILITY .....	
1.9 ARTICLE 9 – MANPOWER .....	
1.10 ARTICLE 10 – REVIEW OF CBWTF PROJECT .....	
1.11 ARTICLE 11 – COVENANTS OF THE CBWTF-SP .....	
1.12 ARTICLE 12 – COVENANTS OF THE AUTHORITY .....	
1.13 ARTICLE 13 – PERFORMANCE SECURITY .....	
1.14 ARTICLE 14 – APPOINTMENT OF COMMITTEES, AGENCIES, ETC. ....	
1.15 ARTICLE 15 - REPRESENTATIONS AND WARRANTIES .....	
1.16 ARTICLE 16 – FORCE MAJEURE .....	
1.17 ARTICLE - 17 TERMINATION: .....	
1.18 ARTICLE 18- DISPUTE RESOLUTION .....	
1.19 ARTICLE 19 - GOVERNING LAW AND JURISDICTION .....	
1.20 ARTICLE 20 – INDEMNITY .....	
1.21 ARTICLE - 21 MISCELLANEOUS .....	

**Selection of Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP)  
for Government Health Care Facilities in Uttar Pradesh**

**AGREEMENT**

Between

**Director General, Medical & Health Services, Lucknow or his/her authorized  
representative or In-charge Health Care Facility**

And

**The Common Biomedical Waste Treatment Facility-Service Provider (CBWTF-  
SP)  
(<<Address>>)**

**1 AGREEMENT**

This Agreement is entered in to on this the<<day of Month>>,20.....by and between

1. The **Director General, Medical & Health Services, Lucknow or his/her authorized representative or In-charge Health Care Facility**Director/SIC/CMO/CMS (name of HCF)... (hereinafter referred to as "the Authority" or his representative which expression shall unless repugnant to the context or meaning thereof include its successors in office) of the First Party,

AND

2. <<>>, a company incorporated under the provisions of the <<Registered as Organizational type details>> and having its registered office at <<Address>> (herein after referred to as the "Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP) which expression shall unless repugnant to the context or meaning thereof include its successor hereinafter called the Second Party (which is the selected bidder).

WHEREAS:

- A. The Authority is desirous of engaging organizations/entities with experience in Biomedical Waste Collection, Transportation, Treatment and Disposal Services and having social commitment to implement the Service Contract. in the District of -(Name of District) Common
- B. The Authority had accordingly invited proposals by its Request for Proposal No.<<>> dated <<>> ("RFP") under a single-stage-two step bid process from interested parties for implementing the project.
- C. In response to the RFP, the Authority received applications from various Bidders including the Bid dated <<>> submitted by the Selected Bidder.



- D. The Authority, after evaluating all the proposals received by it from the various Bidders, accepted the Bid dated <<>> submitted by the Selected Bidder and communicated its acceptance to the Selected Bidder vide Letter of Intent No. <<>> dated <<>> (“LOI”).
- E. The Selected Bidder accepted the LOI and returned to the Authority a duplicate copy of the LOI duly signed by its Authorized representative in token of acceptance thereof.
- F. The Authority has agreed to the said request of the Selected Bidder (the CBWTF-SP), and has accordingly agreed to enter into this Agreement with the CBWTF-SP for execution of the Project on the terms and conditions set forth hereinafter.
- G. The CBWTF-SP has furnished the Performance Security of Rupees << Amount in figures and words>> in the form of Bank Guarantee dated <<>>.
- H. The CBWTF -SP has complied or has undertaken to comply with all the conditions contained in the RFP enabling the signing of this Agreement.

NOW, THEREFORE, INCONSIDERATION OF THE FOREGOING AND THE RESPECTIVE COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, THERE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

#### **ARTICLE 1.1 - DEFINITIONS & INTERPRETATIONS**

1. In this Agreement, unless the context otherwise requires the following expressions shall have the meaning assigned as under:
  - a. “Agreement” shall include the contents and provisions of this Agreement; of all Schedules here to; of the terms contained in the Request for Proposal (RFP) as amended and clarified by Authority until the submission of the bid by the interested parties; the LOI No. <<>> dated <<>>; the related agreements, inter-alia, including Bank Guarantee, undertaking and other instruments furnished by the CBWTF -SP and the memorandums signed between the CBWTF -SP and Authority from time to time in terms of this Agreement in regard to the Area of Operation and other matters, manner and method for execution and implementation of the Project.
  - b. “RULES”- Hereinafter shall refer to Biomedical waste Management Rules 2016 and CPCB Guidelines 2003. In case of any contradiction the Biomedical Waste Management Rule 2016 shall prevail. In case of any updation in Biomedical Waste Management Rules 2016 and/CPCB Guidelines 2003 or any other the updated version shall apply.
  - c. “Agreement Period” shall have the meaning as ascribed to it under Article 4.
  - d. “CBWTF-SP” means Common Biomedical Waste Treatment Facility Service Provider and will mean Service Provider providing services in well-equipped Biomedical Waste Treatment Facility which has been fabricated and made functional specifically for the purpose of providing services as per scope of work.

The same has been described in detail in Part-III Schedules to Agreement.

- e. "CBWTF-SP – Staff" hereafter referred as "Staff" as specified in the specifications in Part-III.
- f. "Common Biomedical Waste Treatment Facility Equipment hereafter referred as "CBWTF- Equipment" are as specified in the specifications in Part-III
- g. "Biomedical Waste Management Information System" hereafter referred as "BMW MIS" refers to the software application designed, operated and maintained for the purpose of project activities The BMW MIS System will be developed by the Authority and the same will be linked to the system of the Service Provider. The Data Entry to the concerned section of BMW MIS will be the responsibility of the Service Provider.
- h. "Applicable Laws" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in the State of Uttar Pradesh, including statutes, rules, regulations, directions, bye-laws, notifications, ordinances and judgments having force of law, or any final interpretation by a Court of Law having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement.
- i. "Applicable Permits" means any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the Applicable Laws or from any Government Authority required in connection with the Project and for undertaking, performing or discharging the obligations contemplated by this Agreement.
- j. "Area of Operation" shall mean the Scheduled District for which the contract is being signed
- k. "Beneficiary" or "Beneficiaries" shall mean "Concerned Health Care Facilities of the scheduled district for which this agreement is being signed"
- l. "Commencement Date" shall mean the date of start of 1<sup>st</sup> Service procedure as detailed in RFP Part III.
- m. The 'Effective Date' shall be the date of signing the Agreement between CBWTF-SP and the Authority.
- n. "Encumbrances" means, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project and/or the Project Facilities.
- o. "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of

equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced CBWTF-SP engaged in operation and maintenance of facilities, equipment or systems of the type and size similar to the Project Facilities and the services contemplated under the Project.

- p. "CBWTF Services" shall mean the services provided by the CBWTF to Health Care Facilities under the agreement inclusive of the scope of services as specified in Description of Services as described in Schedule-A in Part-III.
  - q. "Project" means the contracting and implementation of "Common Biomedical Waste Treatment Services for all District Hospitals/CHCs/BPHCs in 01 districts of Uttar Pradesh",
  - r. "CBWTF Facilities" shall bear the meaning as ascribed to it under Article 8 of this Agreement.
  - s. "State" shall mean the State of Uttar Pradesh.
  - t. "Standard Operating Procedures" shall mean the procedure for operation of the Project to be developed by the CBWTF-SP and approved by the Authority as per the guiding principles laid down in Part -III.
  - u. "Agreement Signing Authority" will be "MD, UPMSCS or his authorized representative or Director/SIC/CMO/CMS and "Implementing Authority" will be "The Director General Medical & Health Services, UP, Lucknow. The "Authority" mentioned anywhere in the document will mean "Implementing Authority".
2. The capitalized terms not specifically defined in this Agreement shall have the meaning as ascribed to them in the RFP.
3. In this Agreement, unless the context otherwise requires,
- (a) references to any legislation or any provision thereof shall include amendment or reenactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into here under;
  - (b) Words referring to a "person" shall be construed as a reference to any individual, firm, company, corporation, society, trust, or any association;
  - (c) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
  - (d) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
  - (e) any reference to any period of time shall mean a reference to that according to Indian Standard Time;

- (f) Any reference today shall mean a reference to a calendar day;
  - (g) Any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
  - (h) References to a “businessday” shall be construed as a reference to a day (other than a Sunday) on which banks in Uttar Pradesh are generally open for business;
  - (i). Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and dates; Provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
  - (j) The words importing singular shall include plural and vice versa;
  - (k) References to any gender shall include the other and the neutral gender;
  - (l) Lakh” means a hundred thousand (100,000) and “crore” means ten million (10,000,000);
  - (m) references to the “winding-up”, “insolvency”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
  - (n) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- Provided that this sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- (o) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;
  - (p) The Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

- (q) time shall be of the essence in the performance of the Parties' respective obligations .If any time period specified herein is extended, such extended time shall also be of the essence ;and

## **ARTICLE 1.2 – OBJECTIVE OF THIS AGREEMENT**

The OBJECTIVE OF THE AGREEMENT is to provide Biomedical Waste Treatment Services (i.e., Collection, Transportation, Treatment, & Disposal of Biomedical Waste as per Biomedical Waste Management Rules 2016 & Latest Central Pollution Control Board Guidelines 2003) to the health care facilities in the scheduled district of Uttar Pradesh for the benefit of the general population.

### **The key considerations are:**

- a. Collection, weighing and recording in register the weight of Segregated Biomedical Waste from Health Care Facilities from concerned district,
- b. Transportation of the collected Segregated Biomedical Waste (BMW) from Health Care Facilities to the Treatment Facility.
- c. Treatment and disposal of Biomedical waste in the treatment facility as per Biomedical Waste Management Rules 2016 and latest Revised Guidelines for Common Biomedical Waste Treatment and Disposal Facilities of Central Pollution Control Board dated 21 December 2016
- d. Supply of complete set of consumables for Biomedical Waste Management.

## **ARTICLE 1.3 – ENGAGEMENT OF THE Biomedical Waste Treatment Facility - Services Provider (CBWTF-SP)**

1. Subject to the terms and conditions contained in this Agreement, the Authority here by engages the CBWTF-SP, and the CBWTF-SP hereby accepts the engagement to provide the CBWTF Services at healthcare facilities in concern district. The CBWTF-SP shall be responsible for operation and maintenance of its treatment Facility.
2. The services to be provided and the work to be undertaken by the CBWTF-SP under the projects are detailed in the Part-III, Terms of Reference/ Description of Services.

## **ARTICLE 1.4 – DURATION OF THIS AGREEMENT**

This Agreement, unless otherwise terminated in accordance with the provisions of Article 18 herein, shall remain valid and in force for a period of 36 (Sixty) months from the date of start of Services delivery to the respective Govt Health Care Facilities. The agreement can be annually renewed for a period of additional Two years as per the criteria given in Section 9 of Part-9 subject to the review of annual performance.

## **ARTICLE 1.5 – AREA OF OPERATION**

The CBWTF -SP shall provide the CBWTF Services only in the Government Health Care Facility as agreed in this contract.

## **ARTICLE 1.6 – COMMENCEMENT OF SERVICES**

1. The CBWTF-SP shall commence and execute the Project as per the time lines as specified in Part-III and in accordance with the terms and conditions of this Agreement.
2. In the event the CBWTF -SP fails to commence and execute the Project within the timelines stated in Part-III, the CBWTF-SP shall be subject to payment of Liquidity Damages as provided under Schedule-F-.in part-III.

#### **ARTICLE 1.7 – CONSIDERATION AND PAYMENT TO CBWTF-SP**

Refer to Schedule of Payments in Part-III and Part-III for payment modalities.

#### **ARTICLE 1.8 – TREATMENT FACILITY**

1. “Treatment Facilities” shall mean and include all assets at CBWTF Treatment facility including the equipment, vehicles accessories database infrastructure and other materials used for operations under this agreement.
2. Ownership of the Treatment Facilities for the purposes of the implementation of the Project shall vest with the CBWTF-SP.
3. Ownership of the database generated by CBWTF during the Agreement Period shall vest exclusively with the Authority.
4. The CBWTF-SP has all the right, title or interest or any form of ownership rights over any of the Treatment Facility which have not been provided by the Authority. It is hereby clarified that the CBWTF-SP shall not get any right, title or interest in the BMW Treatment facility or any equipment and material provided by Authority under this Agreement and the CBWTF-SP has no right to create any right, interest or title or any Encumbrance in relation to the Treatment Facility in favor of any third party for any treatment facility that has been provided by the authority.

#### **ARTICLE 1.9 – MANPOWER**

1. The CBWTF-SP acknowledges that it shall appoint and recruit Manpower and impart adequate training to the Manpower for performance of all its the obligations in accordance with the terms, conditions and covenants set forth in this Agreement for the operation, maintenance and management of BMW Treatment facility. The Manpower appointed or hired for the operation of the Treatment Facility shall be the employees of the CBWTF-SP and the Authority will not be liable for any acts of omission/ commission vis-à-vis the Manpower appointed or hired by the CBWTF-SP.
2. The CBWTF-SP shall be responsible to comply with all applicable labor legislation in respect of the Manpower appointed or hired by the CBWTF-SP in respect of execution and implementation of the Project and shall indemnify and keep indemnified the Authority for any claim, action or demand whatsoever in that regard.

#### **ARTICLE 1.10 – REVIEW OF CBWTF PROJECT**

##### **Monitoring, Evaluation and Reporting –**

The details regarding Monitoring Evaluation and Reporting are placed in Part- III, Schedules to the Agreement.

## **ARTICLE 1.11 – COVENANTS OF THE CBWTF-SP**

### **A. Covenants of the CBWTF-SP:**

1. The CBWTF-SP agrees and undertakes to render BMW Treatment Services in the concerned district and other work and services as mentioned in Schedule A of Part-III of this Agreement and comply with other provisions of this Agreement with regularity throughout the Agreement Period.
2. The CBWTF -SP shall be obliged to provide the BMW Treatment services under this Agreement at the cost and responsibility of the CBWTF-SP by maintaining all BMW Treatment facilities in working condition and deploying the Manpower required.
3. Subject to the provisions of this Agreement, the CBWTF-SP shall be responsible to maintain the treatment facility site as per “RULES” and shall be responsible for renewal of Authorization of BMW treatment facility by UPPCB.
4. Ensure regular data entry to BMW- MIS provided by the authority.
5. CBWTF -SP will be responsible for the safety & security of the Staff engaged for the purpose of BMW Treatment facility and for any related vicarious liabilities.
6. The CBWTF-SP shall maintain and operate the BMW Treatment facility and ensure that services are available as per Agreement to the Beneficiary without any additional charges being levied upon the Beneficiary. In the event of any repair or other factors affecting the BMW Treatment Facility or the non-availability of any other Project Facility or Manpower deputed for the project, the CBWTF-SP shall immediately inform the Authority about the same in writing and shall, at its cost and responsibility, be responsible to make adequate and sufficient arrangements to operate the treatment facility by replacing the faulty component, equipment or manpower, as the case may be, of similar nature to provide and maintain the services as stipulated in this Agreement.
7. The CBWTF-SP shall duly maintain such records including log books as the Authority may require and furnish the same to the Authority in such manner and in such form as may be prescribed by the Authority.
8. The CBWTF -SP agrees that it shall cooperate and shall be obliged to give all the requisite information and details to the Authority or any other designated representative of Authority for the purpose of verification of its claims.
9. The CBWTF-SP agrees and undertakes to render services incidental to the scope and conditions of work as contained in this Agreement without any extra charges or payment; Provided that the quantum of such extra work does not result in extra expenditure to the CBWTF -SP.
10. All major and minor maintenance, servicing and replacement of spares and equipment's in the project facility shall be the responsibility of the CBWTF-SP.
11. The CBWTF-SP acknowledges and accepts that provisions as contained in Part-III is the performance indicator for the purposes of this Agreement and is also the essence of this Agreement. In case of breach of the said performance indicators as per Part-III, the CBWTF-SP shall be liable to pay penalty in accordance with Part-III.
12. The CBWTF-SP shall ensure that it maintains an updated record of supplies of consumables separately for each healthcare facilities. The CBWTF-SP shall ensure that all the staffs committed by it at the time of bidding are maintained.
13. The CBWTF-SP agrees that Authority or its representative shall at all times have access to all the all the data maintained by it. The CBWTF-SP shall at all times provide to the representatives of the Authority, access to the Treatment Facility to review the progress of the operation of the services under this Agreement and to ascertain compliance with any of the requirements of this Agreement;

14. Provided that non-inspection by the Authority of any Treatment Facility shall not, in relation to such Treatment Facility, (i) amount to any consent or approval by the Authority nor shall the same be deemed to be waiver of any of the rights of the Authority under this Agreement; and (ii) release or discharge the CBWTF-SP from its obligations or liabilities under this Agreement in respect of execution and implementation of the Project.
15. The CBWTF-SP shall submit all the monthly reports as per provisions- of this Agreement and such other reports or documents as may be requested by the Authority from the CBWTF-SP from time to time.

#### **ARTICLE 1.12 – COVENANTS OF THE AUTHORITY**

1. The Authority shall be responsible for payment of the Fee mentioned in Article 7 of this Agreement.
2. The Authority shall be responsible for promoting awareness about CBWTF to its HCF through various training and seminars.
3. The Authority shall provide appropriate assistance and facilitate in implementation of the Project.
4. The Authority shall be responsible for the monitoring and evaluation of the Project and Project Activities.
5. The Authority shall be responsible for all the functions as in Schedule-D-Services and Facilities as defined in Part-III.

#### **ARTICLE 1.13 – PERFORMANCE SECURITY**

1. To ensure due and satisfactory performance of its obligations under this Agreement, the CBWTF-SP has to furnish, before the execution of this Agreement, a performance security in the form of an irrevocable bank guarantee (in the format specified in format 9 of RFP part I) from a Scheduled Bank details of which are given below:
  - (a) Name of issuing Bank—<<>>
  - (b) Amount of Bank Guarantee -<<>>only
  - (c) Date of issue-<<>>
  - (d) In favor of– **Director General, Medical & Health Services, Lucknow.**
  - (e) Validity period– Three years and six months.
  - (f) Cash able and enforce able at Lucknow
2. The Performance Security shall be maintained and shall be available for the Authority to enforce in case of any failure or default on the part of the CBWTF-SP in performing its obligations under this Agreement or other wise to meet any claim against the C B W T F -SP or any other reason includingbutnot limited to recovery of penalties, excess payments made previously and non- performance(by the CBWTF-SP) that causes financial loss to the Authority.
3. The CBWTF-SP shall be liable to restore/replenish the Performance Security to the full amount in case of part encashment/invocation of the same by the Authority. This shall be done within 30 (thirty)days of any such part encashment/invocation. Failure of the CBWTF -SP to provide a valid Performance Security and /or restore/replenish and maintain the Performance Security in accordance with this Article 14 shall entitle



the Authority to forthwith terminate this Agreement.

#### **ARTICLE 1.14 – APPOINTMENT OF COMMITTEES, AGENCIES, ETC.**

1. Authority at its discretion may constitute committees or appoint external agencies for the monitoring of performance, processing and verifying invoices/ claims, handling disbursement of funds, etc.
2. Authority may from time to time appoint or reconstitute appropriate committees and agencies, to monitor and coordinate the work and services of the CBWTF-SP and undertake various studies, investigation, inquiries, verifications, etc. as may be considered appropriate.

#### **ARTICLE 1.15 - REPRESENTATIONS AND WARRANTIES**

1. The CBWTF -SP represents and warrants that:
  - (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration;
  - (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
  - (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
  - (d) It has the requisite standing and capacity including to undertake the work under this Agreement;
  - (e) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
  - (f) all the information furnished in the Proposal is, and shall be, true and correct as on the Effective Date and the balance sheet and profit and loss account of the CBWTF-SP for its every accounting years after the Effective Date furnished to the Authority shall give true and fair view of the affairs of the CBWTF-SP;
  - (g) it shall furnish a copy of its audited accounts within 120 (one hundred twenty) days of the close of its every accounting year after the Effective Date and any material change subsequent to the date of such accounts shall be notified to the Authority by the CBWTF -SP within thirty (30) days of its occurrence and warrants that the accounts and the information furnished as aforesaid shall be true and correct;
  - (h) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or any covenant, agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected;
  - (i) there are no actions, suits, proceedings, or investigations pending or, to the CBWTF-SP's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the CBWTF-SP under this Agreement or which individually or in the aggregate may result in any adverse effect on its business, properties or

assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;

- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any adverse effect or impairment of the CBWTF-SP's ability to perform its obligations and duties under this Agreement;
- (k) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement;
- (l) No representation or warranty by the CBWTF -SP contained herein or in any other document furnished by it to the Authority, or to any Governmental Agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (m) it warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the CBWTF-SP, to any person by way of fees, commission or otherwise for securing or entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith; and
- (n) It shall duly renew and maintain Performance Security at all times up till six months after the expiry of the Agreement Period in full force and effect in accordance with the provisions of this Agreement.

2. The CBWTF-SP under takes to observe the highest standard of ethics during the performance of its obligations under this Agreement without indulging in any Corrupt, Fraudulent, Collusive or Coercive Practices. For the purposes of this provision, the terms set for the below shall have the meaning assigned to them as follows:

- (a) "Corrupt Practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
- (b) "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) "Collusive Practices" means a scheme or arrangement between two or more CBWTF-SPs, with or without the knowledge of Authority, designed to influence the action of any party in the procurement process or execution of the contract;
- (d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of the contract;
- (e) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence

the bidding process; or (ii) having a Conflict of Interest; and

- (f) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among applicants/ bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
3. The CBWTF-SP acknowledges that prior to the submissions of the Proposal, the Selected Bidder had after a complete and careful examination made an independent evaluation of all the information provided by the Authority and had determined to the Selected Bidder's satisfaction the nature and extent of such difficulties, risks and issues as are likely to arise or may be faced by the CPWTF -SP in the course of performance of its obligations hereunder.
4. The CBWTF-SP acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner what so ever to the CBWTF-SP.

#### **ARTICLE 1.16 – FORCE MAJEURE**

1. As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in the State of any or all of Non-Political Event, Indirect Political Event and Political Event respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which actor event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has material adverse effect on the Affected Party.
2. Non-Political Event: A Non-Political Event shall mean one or more of the following acts or events:
- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion;
  - (b) strikes or boycotts (other than those involving the CBWTF -SP or its respective employees/representatives, or attributable to any act or omission of any of them) interrupting services and/ or any of the Project Facilities for a continuous period exceeding 7 (seven) days in an accounting year, and not being an Indirect Political Event;
  - (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the CBWTF-SP in any proceedings for reasons other than (i) failure of the CBWTF-SP to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority; or
  - (d) any event or circumstances of a nature analogous to any of the foregoing.

3. Indirect Political Event: An Indirect Political Event shall mean one or more of the following acts or events:
  - (a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
  - (b) Any Indirect Political Event that causes a Non-Political Event; or
  - (c) any event or circumstances of a nature analogous to any of the foregoing.
  
4. Political Event: A political Event shall mean one or more of the following acts or events by or on account of any Government instrumentality:
  - (a) Compulsory acquisition in national interest or expropriation of any Project Facilities or rights of the CBWTF-SP;
  - (b) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the CBWTF-SP to perform its obligations under this Agreement;
 

Provided that such delay, modification, denial, refusal or revocation did not result from the CBWTF-SP's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit; and
  - (c) any event or circumstance of a nature analogous to any of the foregoing.
  
5. Upon occurrence of a Force Majeure Event, the Affected Party shall by written notice report such occurrence to the other Party within 48 hours from such occurrence. Any notice pursuant hereto shall include full particulars of:
  - (a) the nature and extent of each Force Majeure Event which is the subject matter for any claim for relief under this Article with evidence in support thereof;
  - (b) The estimated duration and the effect or probable effect which such Force Majeure Event is having or shall have on the Affected Party's performance of its obligations under this Agreement;
  - (c) the measures which the Affected Party is taking or proposes to take for mitigating the impact of such Force Majeure Event; and
  - (d) Any other information relevant to the Affected Party's claim.
  
6. The Affected Party shall not be entitled to any relief in respect of a Force Majeure Event unless it has notified the other Party of the occurrence of the Force Majeure Event forthwith and in any event not later than 48 hours after the Affected Party knew, or ought reasonably to have known, of its occurrence.

7. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular reports containing information of the event and such other information as the other Party may reasonably request from the Affected Party.
8. After the Effective Date, if any Force Majeure Event occurs, the dates set forth in the Schedule 2, at the sole discretion of Authority, may be extended by a period for which effect of such Force Majeure Event subsists.
9. If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, Authority may in its discretion terminate this Agreement by issuing a termination notice to the other Party without being liable in any manner whatsoever, and upon issue of such termination notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith;

Provided that before issuing such termination notice, Authority shall inform the CBWTF-S and grant 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period in its sole discretion issue the termination notice.

10. The non-availability of the Manpower, Equipment and/or other Project Facilities due to repair etc. shall not be considered as Force Majeure and it shall be the responsibility of the CBWTF-SP to arrange for appropriate alternatives to maintain the services and work as stipulated in this Agreement. It shall be the obligation of the CBWTF-SP to maintain the Manpower, Equipment and other Project Facilities required rendering the services and working under this Agreement.

**ARTICLE – 1.17 TERMINATION:**

1. Contract shall be cancelled under the following conditions:
  - CBWTF has received less than 40 score in DMC quarterly inspection for two consecutive quarters. This shall be subject to approval of Principal Secretary, Medical Health & Family Welfare, U.P.
  - Cancellation/Revocation of Authorization by UPPCB
2. In case contract of a CBWTF lapses before completion of the maximum 5 year period, Director General Medical & Health Services, U.P. shall initiate a fresh tender. The Authority shall be free to undertake the following temporary measures in the period it takes to initiate a fresh tender:
  - Invite L2 for same work at the contracted rate, or
  - Invite nearest CBWTF (even if it is a new facility, provided it meets the technical criteria of the original bid document) for same work at the contracted rate as a temporary measure.
3. The authority reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The Service Provider will have to serve a notice of three months, if he wishes to terminate the contract, failing which his performance security would be forfeited. .
4. Save and except as otherwise provided and without prejudice to any other right or remedy which the Authority may have in respect the re of under this

Agreement, upon the occurrence of any Event of Default by the CBWTF-SP, the Authority shall issue a notice to the CBWTF-SP to cure such Default and on the failure of the CBWTF-SP to cure such Default within 30(thirty)days from date of issue of such notice, the Authority shall be entitled to terminate this Agreement forthwith by a termination notice to the CBWTF-SP and the termination shall be effective from the date notified to the CBWTF-SP.

5. Authority shall beentitled to enforce the Performance Security and the Bank Guarantee and recover the amount due to it in respect of such claim, damages, rights or remedy without prejudice to its rights.
6. Not with standing anything to the contrarycontainedin this Agreement, termination of this Agreement shall be without prejudice to other rights of the Authority including its right to claim and recover damages and other rights and remedies which it may have in law or under this Agreement.
7. Not with standing anything contained in this Agreement, the Authority may terminate this Agreement if it is found after execution of this Agreement that Selected Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the Bidding process. In such circumstances, the Authority shall beentitled to forfeit and appropriate/invoke the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under this Agreement.
8. The CBWTF-SP may by way of a written notice terminate this Agreement if the Authority defaults in performance of the Covenants mentioned In Clauses (1), (2) and (3) of Article 13 and such defaults continuesfor a period of sixty days.
9. Upon expiry or earlier termination of this Agreement, the CBWTF-SP shall be bound to handover the database to the authority.
10. Notwithstanding anything contained in this Agreement, if it is found after execution of this Agreement that Selected Bidder was ineligible to participate in the Bidding process according to the provisions of RFP Part-I, Authority shall after givingfifteen days' notice to the C B W T F -SP, terminate this Agreement. In such event, Authority shallbe titled to forfeit and appropriate the Bid Security or Performance Security, as the case may be.

#### **ARTICLE 1.18 - DISPUTE RESOLUTION**

1. Amicable Resolution:
  - (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including incompleteness of the Project, between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Sub-clause (b)below.

- (b) In the event of any dispute between the Parties, either Party may call upon The Principal Secretary Medical Health & Family Welfare, of the State of Uttar Pradesh to mediate and assist the Parties in arriving at an amicable settlement thereof. The Principal Secretary Medical Health & Family Welfare shall meet with the CBWTF-SP not later than 15 (fifteen) days of the date of such request to discuss and attempt to amicably resolve the Dispute.
- (c) If the dispute is not amicably resolved pursuant to the above as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the dispute shall be referred to adjudication by the arbitrators.

2. Arbitration:

- (a) Any Dispute, which is not resolved amicably as provided in Clause (1) of this Article shall be finally decided by reference to arbitration by an arbitration tribunal of three arbitrators-one each to be appointed by the Authority and the CBWTF-SP and the two arbitrators so appointed to appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- (b) The arbitrators shall issue a reasoned award.
- (c) The venue of such arbitration shall be in Lucknow, Uttar Pradesh.
- (d) The Parties undertake to carry out any decision or award of the arbitrators (the "Award") without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.
- (e) The Parties agree that an Award may be enforced against the CBWTF-SP and /or Authority, as the case may be and their respective assets wherever situated.
- (f) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

**ARTICLE 1.19 - GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Lucknow, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

**ARTICLE 1.20 – INDEMNITY**

1. Indemnity by the CBWTF -SP:

- (a) The CBWTF –SP shall indemnify and hold the Authority harmless, from any and all action, claims, suits and/or legal proceedings initiated by any person, third party or otherwise, that may be initiated or raised against Authority with respect to the

scope of work of CBWTF under this agreement whether that may be in the nature of criminal, civil, medico-legal proceedings, proceedings under the Consumer Protection Act, 1986 or any Applicable Law that may arise under this Agreement.

- (b) The CBWTF-SP shall also indemnify and hold the Authority harmless from any and all actions, claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the CBWTF-SP and damage to or destruction of any property or equipment of the CBWTF-SP arising during or as a result of the performances or non-performance of this Agreement from any cause whatsoever provided that this Article shall not apply to injury, death, damage or destruction to the extent caused by the gross negligence, default or omission of the Authority or its employees.

2. Indemnity – Third Party:

The CBWTF-SP shall indemnify and hold the Authority harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party and the damage to or destruction of any property of any third party arising directly or indirectly as a result of any gross negligence, default or omission of the CBWTF-SP or its employees.

3. Non-Compliance with Applicable Laws:

The CBWTF-SP shall indemnify and hold the Authority harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed against the Authority by reason of the failure of the CBWTF -SP to comply fully with all Applicable Laws and Applicable Permits save to the extent such failure was caused by the gross negligence, default or omission of the Authority or its employees.

4. General Indemnity:

The CBWTF-SP shall indemnify and hold the Authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by the Authority arising whether directly or indirectly as a result of the breach by the CBWTF-SP of any of the CBWTF-SP's obligations under this Agreement save to the extent such claims, liabilities, costs, damages and expenses were caused by the gross negligence, default or omission of the Authority or its employees.

Notwithstanding the termination of this Agreement, the CBWTF-SP shall indemnify and hold the Authority with respect to the scope of work of CBWTF under this agreement harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by the Authority during the subsistence of this Agreement.

5. Enforcement:

For the avoidance of doubt, nothing in this Article shall prevent or restrict a Party enforcing any obligation owed to it under this Agreement.



6. Defense:

The Authority shall promptly notify the CBWTF-SP of any matter which may give rise to a right of the Authority to be indemnified under this Article 21.

The CBWTF-SP may at its own cost conduct negotiations for the settlement of any claim made against it, and any litigation that may arise there from in such reasonable manner as the Authority shall from time to time approve (such approval not to be unreasonably withheld).

The CBWTF-SP may not, however, conduct such negotiations or litigation before it has given the Authority such security as the Authority may reasonably require. The security shall be for an amount required by the Authority, which is its reasonable assessment of the amount for which it may be come liable and which are the subject of the indemnities under this Article.

The Authority shall not make any admission which might be prejudicial to the CBWTF-SP unless the C B W T F -SP has failed to take over the conduct of the negotiations or litigation or provides security under this Article 20 within a reasonable time after having been so requested.

#### **ARTICLE – 1.21 MISCELLANEOUS**

1. Priority of agreements and errors/discrepancies:

This Agreement, and all other agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) This Agreement read with all Schedules;
- (b) Letter of Intent;
- (c) Request for Proposal Part-I, II AND III; and
- (d) all other agreements and documents executed by and between the Parties.

In-case of any discrepancy or conflict between the provisions of the above documents, the provisions of the documents mentioned prior in the above order shall prevail over the provisions of the documents mentioned subsequently in the above order.

2. Waiver:

Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement:

- (a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement; Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right here under.

3. Entire Agreement:

This Agreement and together with the other contract documents and the Schedules constitute complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Authority and executed by the person expressly authorized by a resolution of Authority in this behalf.

4. Notices:

Any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be given at the respective addresses given in Article 22 (11) below, by letter delivered by registered post to the person designated or the purpose in writing by the concerned party from time to time.

5. Severability:

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner.

6. Assignment, etc.:

The CBWTF-SP shall not assign, sub-contract or transfer its rights and obligations under this Agreement to any person, in any manner whatsoever.

7. Relationship of the Parties:

Nothing contained in this Agreement shall be construed or interpreted as constituting a joint venture, partnership or agency relationship between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Parties have entered into this Agreement on a principal to principal basis.

8. Language:

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

9. Exclusion of Implied Warranties etc.:

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement among the Parties or any representation by either Party not contained in a binding legal agreement executed by Parties.

10. Counterparts:

This Agreement may be executed in two counter parts, each of which when executed and delivered shall constitute an original of this Agreement.

11. Address for Correspondence:  
For the Authority

**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED (A Government of**

**Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector-7, Gomti  
Nagar Extension, Lucknow - 226010 Website: <http://www.upmsc.in/>,  
<https://etender.up.nic.in> Email: [equipment@upmsc.in](mailto:equipment@upmsc.in), Tel. no. 0522-  
2060098**

For the CBWTF-SP

Mr. <<>>  
<<Address>>

-----

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND  
DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED SEALED AND DELIVERED For and on  
behalf of MD, UPMSCL. By:

Mr. <<>>(Name)

Director/SIC/CMO/CMS District..... , UP

SIGNED SEALED AND DELIVERED For and on  
behalf of CBWTF-SP:

Mr. <<>>

Name and Designation of Authorized Signatory

Address <<<<>>>>

In the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_



**National Competitive Bidding**

**REQUEST FOR PROPOSAL (RFP)**

**For**

**Selection of Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP)  
for Government Health Care Facilities in Uttar Pradesh**

**[Collection, Transportation, Treatment & Disposal of Bio-medical Waste]**

**Part III: Schedules to the Agreement**

**Issue Date: 15.05.2023**

**Number: UPMSCL/BMW/RFP/2022-23/34**

**UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED  
(A Government of Uttar Pradesh Undertaking)**

SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow - 226010

Website: <http://www.upmsc.in/>, <https://etender.up.nic.in> Email: [equipment@upmsc.in](mailto:equipment@upmsc.in),

Tel. no. 0522-2060098

## Table of Contents

1 Background .....	
2 Objectives .....	
3 Activities to be performed by the Service Provider (Scope of Work) .....	
4 Method of Verification of Services and Downtime Obligations .....	
Contract modification clause.....	
6 Stamp Duty .....	
7 Termination of the Agreement.....	
8 Duration of Agreement, Renewal of Contract & Price Escalation .....	
9 Annexure I: Specifications and Relevant Technical Guidelines .....	
10. Checklist for DMC Inspection of the CBWTF.....	
11 PAYMENT TERMS, APPLICABLE PENALTY AND CALCULATIONS: .....	
12. Bidding process & evaluation criteria (Indicative).....	
13. Services & Facilities Provided by the Authority .....	
14 Service Schedule .....	

## 1. Background

### • Introduction

According to World Health Organization, Biomedical Waste includes all waste generated by health-care establishments, research facilities, and laboratories. It also includes waste produced during health care undertaken in the home (dialysis, insulin injections, etc.). That said, between 75 to 90 % of waste generated at healthcare facilities is “general” or non-hazardous waste, generated during administrative, housekeeping and maintenance functions carried out at such facilities. Only 10 to 25% of waste generated during delivery of patient care is “hazardous” in nature and carries various health risks. These include infectious waste cultures, sharps, pathological waste, pharmaceutical, genotoxic, chemical and radioactive wastes.

Within health facilities, different work areas generate different types of biomedical waste. Broadly waste is generated in operation theatres & surgical wards, medical wards, laboratories, pharmaceutical & chemical stores, and dental clinics. Everyone who either generates handles or disposes the waste or those who come in contact due to accidental exposure in healthcare facility due to poor management controls, is exposed on the risks. The key risk groups include medical doctors, nurses, health-care auxiliaries, hospital maintenance personnel, visitors to health-care establishments, patients in health-care establishments or receiving home care, workers in support services allied to health-care establishments, such as laundries, waste handling, and transportation, and workers in waste disposal facilities (such as landfills or incinerators), including scavengers.

**Bio-medical Waste Estimates:** According to WHO studies, an average of approx. 250 gm biomedical waste is generated per bed per day at the healthcare facilities, which is hazardous and requires further treatment and disposal. Therefore, based upon such assumption, it can be estimated that following total quantities of hazardous biomedical wastes are generated at different facilities in the State healthcare facilities-

District hospitals (Average 100 beds)	- 25 kg / day
Community Health Centre (30 beds)	- 7.5 kg/day

**Regulatory requirements for biomedical waste management:** The entire process of biomedical waste management from generation during healthcare delivery to the final disposal is regulated by the Biomedical Waste Management Rules, 2016, Environment (Protection) Act, 1986, and current CPCB Guidelines for Common Biomedical Waste Treatment Facilities, here onwards collectively referred to as 'Rules'.

**Duties of Key Stakeholders:** The duties of key stakeholders have been detailed in the Biomedical Waste Management Rules, 2016, with the purpose of ensuring proper management of BMW generated in the course of health care delivery.

### b) Current Scenario and Needs Assessment

Based on a comprehensive state-wide Needs Assessment Study, the following key observations were made about the current status of BMW management in the state:

- 1.5.1 Healthcare facilities lack organized biomedical waste management at sites. Several HCFs do not have authorization from UPPCB for generating and disposing BMW. Awareness of facility officials regarding requirements of BMW rules, 2016, liquid wastes

and mercury usage in healthcare is poor. There is absence of regular and systematic training programs on biomedical waste management. Segregation at source was found to be poor. In fact, infected plastic waste is often pilfered from the HCFs itself resulting in the risk of it illegally reaching dealers for reuse. Availability of consumables and materials for BMW segregation and storage is at best partial in almost all facilities. Ergonomic improvements in wastes handling and storage such as bin holding rings in dressing trolleys and injection trolleys fitted with such holders and needle cutters etc., was observed in few premier organizations, but needs to be part of standard procurement practices of such equipment in health facilities. Waste water management from healthcare facilities through facility-based treatment and disposal was found lacking in majority of health facilities. In addition, provisions for occupational health and safety of healthcare providers from risks e.g., needle injuries, cytotoxic drugs, radiation, hazardous chemicals, biological and ergonomic hazards etc. are lacking.

1.5.2 The coverage provided by the existing Common Biomedical Waste Treatment Facilities (CBWTFs) for bio medical waste collection and treatment is almost complete. However, in several pockets, owing to existence of a single CBWTF, monopolistic operating conditions exist. Most CBWTFs show gaps in collection, transportation, treatment and disposal of BMW and have been found to be violating requirements of CPCB guidelines for CBWTFs. Since partially segregated biomedical wastes is being sent to such facilities, it has led to secondary segregation at the treatment facilities with high risk of occupational safety and attendant health risks. Large proportion of facilities lack professional manpower. The general level of awareness and basic educational level of workers was found to be low. Capacity utilization of majority of existing facilities was also found to be low to the extent of less than half of their operational capacity.

1.5.3 It has also been observed that contractual arrangements with common biomedical waste treatment facilities service providers are being done on ad-hoc basis and in an unsystematic manner by individual HCFs resulting in irregular and erratic services from service providers to health care facilities. Also, there are large variations in service charges for BMW collection, transportation, treatment and disposal by CBWTFs. In addition, there exist gaps in monitoring of facilities by joint inter-sectoral teams covering health, pollution control and urban development departments. The efforts for such venture have not been successful in the past.

### **c) Government of Uttar Pradesh (GoUP)'s Strategy**

The Government of Uttar Pradesh is guided by the Bio-medical Waste Management Rules, 2016 in planning its strategy for management of BMW in the State. Hence, health care facilities in the State are required to enter into an agreement with privately-run CBWTFs for collection, transportation, treatment and disposal of BMW generated on their premises. The agreement requires HCFs to segregate BMW generated on their premises in accordance with the 'Rules', and hand it over to CBWTFs, who are required to collect, transport, treat and dispose it off in accordance with the 'Rules'.

## **2. Objectives**

In view of the hazards posed by bio-medical waste on health and environment, and existence of a legal framework to regulate the sector, it has become imperative that a comprehensive mechanism for management of BMW be developed, adopted, and implemented. In this light, a standard document has been developed for hiring and monitoring services of Common Bio-medical Waste Treatment Facilities (CBWTFs), here onwards referred to as 'Service Provider',

for collection, transportation, treatment and disposal of BMW and the party who employs the service provider is to be referred as Employer.

The key objectives are:

- To ensure that BMW generated in public district and block level health care facilities is collected, transported, treated and disposed-off in accordance with the prevailing legal framework.
- To minimize the risk posed by BMW on health and environment.
- To ensure timely and periodic evacuation of BMW from HCFs.
- To ensure treatment and disposal of BMW in accordance with law.
- To monitor services of CBWTFs to ensure quality services and enable timely payments.
- To develop a comprehensive and transparent system of service verification, reporting and monitoring.
- To ensure occupational health and minimize risk of infection and other health hazards for personnel engaged in healthcare delivery and treatment facilities, and society at large.

### **3. Activities to be performed by the Service Provider (Scope of Work)**

#### **3.1 General Duties & Responsibilities**

All parties to the contract shall be bound by the duties and responsibilities given in the Biomedical Waste Management Rules 2016, CPCB Revised Guidelines for CBWTFs, other laws and amendments thereto.

#### **3.2 Duties & Responsibilities of Service Provider**

In addition to the duties and responsibilities defined in Section 3.1, the following duties and responsibilities shall apply to the Services Provider:

- Ensure that it meets all obligations arising on account of provisions of the Contract.
- Ensure regular collection of BMW from all healthcare facilities such that biomedical waste is not stored beyond 48 hours as prescribed in the Rules.
- Ensure timely supply of complete consumables as specified in Sections 5.5 and 6 of the TOR.
- In case a need arises for repair and/or replacement of consumables supplied by it to the HCF, the CBWTF shall take necessary action within 15 days of receiving intimation from the concerned HCF. However, this clause shall not cover losses on account of mishandling or theft from the HCF.
- Safe transportation of bio-medical waste in vehicles specially designated and labelled for the purpose as specified in Section 8 of the Rules.
- Ensure that all BMW collected by it reaches its treatment facility, and none of it is dumped, spilled or discarded on the way.
- Ensure treatment & disposal of BMW waste in accordance with Biomedical Waste Management Rules 2016, CPCB Revised Guidelines for CBWTFs, and any amendments thereto.
- Monitor and manage emissions and waste water discharges from its treatment facility in accordance with Biomedical Waste Management Rules 2016 and CPCB Revised Guidelines for CBWTFs.



- Ensure, facilitate and support data entry on BMW MIS regarding BMW collection vehicle movement, BMW collection, service verification and authentication, billing and payment, or anything else as required by BMW MIS for effective implementation of the contract.
- Ensure that each BMW collection vehicle is equipped with a VTS, POS and other (as specified by the employer). Ensure that the VTS is fitted on the collection vehicle in a tamper proof manner. Ensure that both devices are well maintained and operational as required to enable data generation for vehicle tracking, recording visits to HCF, and BMW collection. Ensure that its staff receives the required training for using the equipment and entering data on the POS.
- Ensure that each BMW collection vehicle is provided with a suitable weighing machine to allow for measuring and recording of weight of BMW collected from each HCF.
- In case of breakdown of equipment/VTS/POS/other, ensure that it is repaired/replaced within 72 hours and in the meanwhile ensure manual data entry on BMW MIS.
- Facilitate and cooperate completely with the DMC (or other) Inspection team conducting the quarterly inspection of its treatment facility.
- Ensure training of all its personnel involved in handling biomedical waste at the time of induction and at least once a year thereafter. It shall also assist in trainings organized by Healthcare Facilities for its healthcare personnel as required by the Rules.
- Ensure that all personnel engaged by it are immunized and undergo periodic health check-ups as specified in Section 5 of the Rules.
- Ensure that all biomedical waste handlers are equipped with and trained to use the personnel protective equipment (PPEs) as mandated.
- Before signing of the contract, both parties shall conduct a joint verification of sanctioned bed strength of each facility covered under the contract. Also, the bidder shall agree that if at any time in the contract period, if there is an increase in bed capacity or new facility gets added he will carry out the services at the same rates.
- In case of notification of new BMW Rules and/or CPCB Revised Guidelines, necessary modifications in processes, materials, infrastructure and practices, as applicable, shall be undertaken by contracting parties.
- Necessary approvals as required under the EPA 1986 for development of new CBMWTF in accordance with these guidelines shall be arranged by the operator including the CTE/CTO/Authorization by SPCB and EC as per the EIA 2006 notification.
- Emission norms for Incinerators including for Dioxins and Furans prescribed under the BMW Rules 2016 should be strictly followed.
- Safe disposal of the treated waste in full compliance of the BMW Rules 2016 shall be ensured. A formal agreement with a TSDF for disposal of hazardous treated waste from the facility shall be operationalized by the CBMWTF.

### **3.3 Duties & Responsibilities of Healthcare Facilities (HCF):**

In addition to the duties and responsibilities defined in Section 3.1, the following duties and responsibilities shall apply to the Healthcare Facility. The HCF through the facility in charge (for DHs) or CMO (for CHCs/BPHCs) and Nodal Officers for BMW management, shall:

- Ensure that BMW is segregated, collected, and stored in the BMW interim collection shed as per norms.
- Ensure that there is no pilferage of biomedical waste from hospital premises.
- Ensure availability of all required consumables (as mandated by the Contract) at all times in the HCF, and ensure their availability to concerned hospital staff for proper BMW management at each biomedical waste generation station, and to each biomedical waste handler.

- Ensure that the supply of consumables is as per specified schedule, quality and quantity, and is received, indented and recorded in BMW MIS.
- In case the CBWTF does not supply consumables within the stipulated time, to ensure local procurement of the same in a timely manner so as to not hamper proper biomedical waste management.
- Ensure that the consumables received are stored in a secure area, and safeguarded against pilferage.
- Ensure that there is no mishandling or theft of consumables from the hospital premises, and ensure that consumables damaged or lost in this way are replaced/repared at the earliest, at the expense of the hospital.
- The responsibility for repair and/or replacement of consumables shall be that of the CBWTF. In case a need arises for repair and/or replacement of consumables, it shall be the responsibility of the facility in-charge (for DHs) and CMO (for CHCs/BPHCs) to intimate the CBWTF to make the necessary repair or replacement, for which the CBWTF shall be given 15 days. After lapse of this period and in the event of no action by the CBWTF, the facility in-charge (for DHs) and CMO (for CHCs and BPHCs) shall undertake the same on his own. In such a case, the expenses incurred by the hospital shall be deducted from the next bill for consumables raised by the CBWTF. The clause shall not cover loss on account of mishandling or theft, for which the HCF shall be responsible and shall undertake repair and replacement at its own expense.
- Ensure, facilitate and support data entry on BMW MIS regarding BMW management infrastructure, meetings and trainings, BMW collection, consumables supplied, service verification and authentication, billing and payment, or anything else as required by BMW MIS, for effective implementation of the contract.
- Ensure timely release of payments on bills submitted by CBWTFs.
- Ensure construction and maintenance of a BMW Interim Collection shed as per specifications. A CCTV may also be installed at the shed. The shed must be kept locked to avoid pilferage or spillage of BMW. The shed may be accessed by concerned hospital staff at the time of storing BMW or hand-over of BMW to CBWTF collection vehicle.
- Ensure availability of the concerned hospital staff at the time that the CBWTF vehicle comes to the HCF to collect the BMW, and ensure that the staff has a set of the keys to the BMW interim collection shed, register for recording BMW collected and a pen for signing.
- Ensure training of all personnel for BMW management.
- Ensure that all healthcare personnel are immunized and undergo periodic health check-ups.
- Ensure that all biomedical waste handlers are equipped with and trained to use the personnel protective equipment (PPEs) as mandated.

### **3.4 Duties & Responsibilities of District Monitoring Committee (DMC)**

In addition to the duties and responsibilities defined in Section 3.1, the following duties and responsibilities shall apply to the District Monitoring Committee:

- Ensure that quarterly inspection is conducted of CBWTF treatment facilities located within its district boundary, and the score obtained is entered in the BMW MIS.

### **3.5 Commencement of Work and Liquidated Damages for Delayed commencement**

- The Service Provider is required to start the CBWTF services at respective facilities within two months (60 days) from the date of award/ date of communication of acceptance of the contract. In case it is found the services at respective HCF has not been taken up within two months (60 days) from the date of acceptance of contract or

issue of the Work Order, the Authority at its sole discretion may levy Liquidity Damages as per Schedule-F of this document and on non-compliance may cancel the work order and forfeit the performance security as per the provisions laid out in the bidding documents.

- The Service Provider is required to ensure availability of authorized personnel at the treatment facility at least during working hours, who shall receive the instructions from the contract signing authority from time to time. All such instructions received by the authorized representative on behalf of the Service Provider shall be deemed to have been received by the Service Provider within the scope of this work order.

#### **4. Method of Verification of Services and Downtime Obligations**

##### **Method of Verification & Evidence Generation of Waste Collection by CBWTF-SP:**

- A record of category-wise BMW collected, collection date/time and collection location shall be maintained.
- Each CBWTF shall ensure that each BMW Collection vehicle is fitted with a tamper-proof, permanently fixed GPS based Vehicle Tracking System (VTS). Also each BMW Collection vehicle shall be provided with one tamper-proof, GPRS enabled Point of Sale (POS) equipment and one weighing machine each.
- Vehicle tracking and waste collection data shall be generated by the VTS, POS and other, and automatically fed to the BMW MIS and Control Room for vehicle tracking
- In addition, the POS shall be used to generate labels in duplicate, which shall have the following information:
  - i. Date & time of visit (self-generated)
  - ii. Name of HCF (self-generated)
  - iii. Weight and colour of bags (fed at the time of weighing and receiving the bag)
  - iv. Unique machine/vehicle code (pre-fed)
- One labels shall be pasted on the HCF BMW collection register and one the CBWTF BMW collection register.

**Method of quarterly verification of BMW Treatment by CBWTF:** DMC of that district (where CBWTF facility is located) shall undertake inspection of the concerned CBWTF and vehicle fleet once every quarter.

- Inspection shall be scheduled after giving prior notice to the CBWTF.
- Inspection shall be done in accordance with the given checklist for CTF Facility Inspection (*enclosed as Annexure V*).
- The report shall be finalized at the site itself and counter-signed by CBWTF in-charge. A copy of the report shall be made available to the CBWTF.
- The CBWTF shall provide all assistance and shall facilitate the inspection by providing access to required records, information, on-site treatment facilities etc.
- After the DMC Inspection, an Inspection Score shall be given to the CBWTF.
- The DMC CBWTF Inspection Score shall be entered by the DMC in the BMW MIS.

##### **Downtime:**

- In case of a breakdown in equipment of CBWTF, it shall be the responsibility of the CBWTF to ensure that waste collected by it is treated within 48 hours.
- In case CBWTF does not meet its obligation of waste collection, transportation, treatment & disposal, the concerned HCF shall ensure the same, and cost incurred for the same, shall be borne by the concerned CBWTF.

- In case of a major equipment failure, the CBWTF shall be obliged to show evidence of having initiated time-bound remedial measures (including fresh procurement of equipment or material) in order to get a satisfactory DMC inspection report.

#### **5. Contract Modification Clause**

During the implementation of the contract, the contract/scope of work/TOR can be modified with mutual agreement for proper and smooth functioning of the program. In case of any modification/changes having financial implication on it will be agreed after approval of the contract approving authority.

#### **6. Stamp Duty**

Not applicable

#### **7. Termination Clause-**

- Contract shall be cancelled under either of the following conditions:
  - CBWTF has received less than 40 score in DMC inspection for three consecutive quarters. An alert shall be sent to the CBWTF on the first instance and a notice shall be sent on the second instance. Termination shall be done after the third instance.
  - CBWTF has visited HCFs covered by the contract in the district on an average of 10 days or less per month per HCF in two successive quarters. An alert shall be sent to the CBWTF after the first quarter and termination shall be done after the second quarter.
  - Cancellation/Revocation of Authorization by UPPCB.
  - Request for termination shall be made by the Facility in-charge for District level HCFs and CMO for Block level HCF to the DG (MH), who shall be the deciding authority. The appellate authority shall be PS, MH&FW.
  - In case contract of a CBWTF lapses before completion of the maximum period, the employer shall be free to initiate a fresh tender.

#### **8. Duration of Agreement, Renewal of Contract & Price Escalation**

- The duration and renewal of the agreement shall in accordance with the following provisions:
  - Contract shall be valid for maximum period of 5 years.
  - Initial award of contract shall be 3 years. Contract shall be renewable for one year at a time, up to maximum of 2 years, subject to satisfactory performance.
  - Contract shall not be renewed in case the CBWTF has received score of less than 40 in DMC inspection in any four quarters during last three years.

## 9. Annexure I: Specifications and Relevant Technical Guidelines

- a. For Specifications and Technical Guidelines, the parties shall be governed by the 'Rules'.
- b. **Site facility:** In addition to the treatment equipment specified in the 'Rules' the CBWTF-SP shall ensure the following infrastructure in addition:

The facilities at the site shall consist of following:-

- a) Chemical Disinfection Tank
- b) Effluent Treatment Plant
- c) Separate Storage areas for untreated and treated Bio-Medical Waste including incinerator ash.
- d) Electric and Generator room.
- e) Laboratory
- f) Diesel storage tank
- g) Vehicle Washing platform
- h) Provision of Fire extinguishers, fire buckets etc.
- i) Maintenance Road and Office with Computer.

c. **Consumables Specifications:**

The Service Provider shall provide the complete Consumables as detailed below:

**Requirement & Specifications of the Consumables and Others supplies to be provided by the CBWTF-SP**

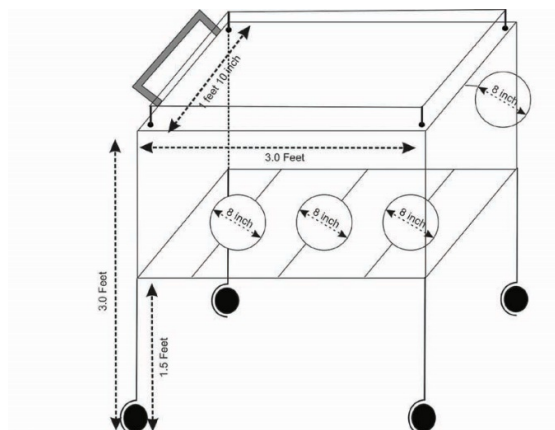
- All consumables shall be supplied in accordance with specifications given in Biomedical Waste Management Rules 2016 and CPCB Guidelines.
- Additional specification for the consumables shall be as given below:

S. No.	Name of item	Specifications
1	A set of Red, Yellow, Blue & Black color Bins of 12 lt	Plastic, 2 mm thickness, open bins
2	A set of Red & Yellow color Bins of 40 lt	Plastic, 2 mm thickness, bins with swinging lids
3	One Blue color Bin of 25 lt	Plastic, 2 mm thickness, bins with swinging lids
4	A set of Red & yellow color Bags of 12 lt	BMW Rules 2016 compliant, leak-proof, capable of withstanding weight when 2/3rd full
5	A set of Red & yellow color Bags of 40 lt	BMW Rules 2016 compliant, leak-proof, capable of withstanding weight when 2/3rd full

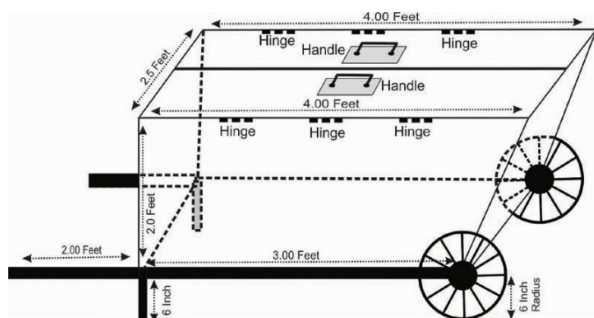
6	Polycarbonate Jars/White Puncture Proof Containers	1 lit capacity, white translucent, puncture proof, leak proof after capping, screw cap, autoclavable, container to have no constriction at the neck
7	Manual Hub Cutter	Hub cutter to have SS blade, container to be puncture proof and leak proof.
8	Trolleys	<ul style="list-style-type: none"> <li>• Trolley design shall be as given in the attached drawing.</li> <li>• Trolley shall be made of stainless steel and sturdy to last at least the duration of the contract.</li> <li>• Trolleys shall have 4 legs.</li> <li>• The solid platform at the top shall be at a height of approx. 3 ft. above ground level, and shall be approx. 3 ft. long and approx. 1ft. 10 inches wide. It shall be surrounded by a railing on three sides; one long side shall not have a railing.</li> <li>• There shall be a handle at the level of the top platform along the short edge.</li> <li>• There shall be a framework at a height of approx. 1.5 ft. above ground level. This framework shall have three rings as exhibited in the drawing. The diameter of each ring shall be approx. 8 inches, into which the 12 liter bins for collection of waste may be fitted.</li> <li>• One ring shall be welded at the level of the top platform, along the short edge away from the handle. The diameter of the ring shall be approx. 8 inches, into which the 12 liter black bin for collection of general waste may be fitted.</li> <li>• The trolley shall have sturdy wheels allowing free and smooth movement of trolley in every direction.</li> </ul>

9	Wheel Barrows	<ul style="list-style-type: none"> <li>• Wheel barrow design shall be as given in the attached drawing.</li> <li>• Wheel barrow shall be made of mild steel, sturdy to last at least the duration of the contract.</li> <li>• The shape of the wheel barrow shall be a trapezoidal box; the top surface being 4 ft x 2.5 ft (LxB); base being 3 ft x 2.5 ft (LxB); height of box being 2 ft. as depicted in the drawing.</li> <li>• The wheel barrow box shall be covered on top with a double door cover with handles. The covers shall be light to allow easy opening and closing.</li> <li>• The base and sides of the wheel barrow shall be strong enough to hold the waste and should be well sealed so that the box is leak-proof.</li> <li>• Two strong horizontal handles (approx. 2 ft. long) shall extend from one side of the base of the wheel barrow, to allow for easy handling by the user.</li> <li>• Two strong vertical stands (6 inch high) shall extend from the same side as above of the base of the wheel barrow. Two wheels (1 ft dia.) with rubber tyres shall be located at the other side of the base of the wheel barrow. When stationery or not in use, the two vertical stands and two tyres shall serve as the legs of the wheel barrow.</li> <li>• All interior surfaces of the wheel barrow shall be painted by corrosion resistant epoxy paint.</li> </ul>
10	Gum Boot	Rubber, reusable
11	Face Mask	Disposable
12	Gloves	rubber, pierce-proof, reusable, elbow length
13	Apron	Plastic, reusable
14	Goggles	Plastic
15	Plastic Helmet	Plastic

### Indicative Design of Trolley (not to scale)



### Indicative Design of Wheel Barrow (not to scale)



- All consumables shall be labelled with "This is Govt. of UP Supply and not for sale" or "यह उत्तर प्रदेश सरकार की संपत्ति है जिसे बेचना दंडनीय अपराध है".
- All consumables, except face mask and goggles, shall be labelled with the name of CBWTF.
- All bins (except black), bags, puncture proof containers (PPCs), wheelbarrow, shall be labelled with the biohazard symbol as given in Biomedical Waste Management Rules, 2016.
- Quantity of consumables to be supplied for a HCF shall be calculated on the basis of sanctioned bed capacity of the concerned HCF.
- For district hospitals, the consumables shall be supplied in accordance with the following table:

Sr. No.	Name of item	Periodicity of supply	Quantity for each DHM/DHF/DHC	Frequency of Supply
1	Trolleys	One time	3 up to 100 beds +1 for every additional 50 beds	At the start of the contract
2	Wheel Barrows	One time	1 for up to 100 beds; 2 for up to 300 beds, 01 for additional 300 beds.	At the start of the contract
3	A set of Red, Yellow, Blue & Black color Bins of 12 lt	every year	6 sets for up to 100 beds + 1 set for every additional 50 beds	Yearly



4	A set of Red & Yellow color Bins of 40 lt	every year	4 sets for up to 100 beds + 1 set for every additional 100 beds	Yearly
5	One Blue color Bin of 25 lt	every year	5 for up to 100 beds + 1 set for every additional 100 beds	Yearly
6	Manual Hub Cutter	every year	5 up to 100 beds +1 for every additional 100 beds	Yearly
7	Gum Boot	every year	1 pairs for up to 100 beds; 1 pairs additional for 200 beds	Yearly
8	Gloves	every year	1 pairs for up to 100 beds; 1 pairs additional for 200 beds	Yearly
9	Goggles	every year	2	Yearly
10	Plastic Helmet	every year	1	Yearly
11	Apron	quarterly	5 for up to 100 beds, 1 for additional 100 beds	Quarterly
12	A set of Red & yellow color Bags of 12 lt	every day	6 sets for up to 100 beds + 2 sets for every additional 50 beds	Quarterly
13	A set of Red & yellow color Bags of 40 lt	every day	4 sets for up to 100 beds + 2 sets for every additional 100 beds	Quarterly
14	Polycarbonate Jars/White Puncture Proof Containers	Weekly	1 one liter PPC for up to 300 beds + 1liter PPC if bed strength exceeds 300	Quarterly
15	Face Mask	every day	5 for up to 100 beds + 5 for every additional 100 beds	Quarterly

- For Block level HCFs, the consumables shall be supplied in accordance with the following table (CHC):

Sr.No.	Name of item	Periodicity of supply	Quantity for each Block level HCFs (30 bed)	Frequency of Supply
1	Trolleys	One time	1	At the start of the contract
2	Wheel Barrows	One time	1	At the start of the contract

3	A set of Red, Yellow, Blue & Black color Bins of 12 lt	every year	3 sets	Yearly
4	A set of Red & Yellow color Bins of 40 lt	every year	2 sets	Yearly
5	One Blue color Bin of 25 lt	every year	3	Yearly
6	Manual Hub Cutter	every year	3	Yearly
7	Gum Boot	every year	1 pair	Yearly
8	Gloves	every year	2 pairs	Yearly
9	Goggles	every year	1	Yearly
10	Plastic Helmet	every year	1	Yearly
11	Apron	every month	2	Quarterly
12	A set of Red & yellow color Bags of 12 lt	every day	2 sets	Quarterly
13	A set of Red & yellow color Bags of 40 lt	every day	2 sets	Quarterly
14	Polycarbonate Jars/White Puncture Proof Containers	weekly	1 liter PPC	Quarterly
15	Face Mask	every day	2	Quarterly

## 10: CHECKLIST FOR DMC INSPECTION OF CBWTF

### Inspection of Treatment Facility

- The District Monitoring Committee (DMC) of home district (where CBWTF treatment facility is located) or any other agency identified for the same shall undertake inspection of the concerned CBWTF treatment facility and vehicle fleet once every quarter.
- The Member Secretary/CMO shall schedule DMC inspection of CBWTF treatment facility in consultation with the Chairman/DM.
- The inspection committee constituted under the DMC shall include:
  - ❖ Officer nominated by DM not lower than the rank of SDM
  - ❖ CMO or representative nominated by the CMO
  - ❖ Regional Officer (RO), UPPCB
  - ❖ Healthcare personnel from District Hospitals (M/F/C): two nominated by DM
  - ❖ One IMA member nominated by District President IMA
  - ❖ Nodal Officer (BMW Management Committee) from nearby Medical College
  - ❖ One representative of EM Cell, DGMH
- The quorum for the inspection team shall comprise:
  - ❖ Officer nominated by DM
  - ❖ CMO or representative nominated by the CMO
  - ❖ Regional Officer (RO), UPPCB or representative nominated by the RO
  - ❖ One other team member.

- Inspection shall be done in accordance with the checklist given below for CTF Facility Inspection
- The report shall be finalised at the site itself and counter-signed by CBWTF in-charge. A copy of the report shall be made available to the CBWTF.
- The CBWTF shall provide all assistance and shall facilitate the inspection by providing access to required records, information, on-site treatment facilities etc.
- After the Inspection, an Inspection Score shall be given to the CBWTF.
- The CBWTF Inspection Score shall be entered in the BMW MIS.

<b>CTF TREATMENT FACILITY INSPECTION CHECKLIST</b>							
A	Name of the CTF Facility & Address						
B	District						
C	Date of the Visit of the Inspection Team						
D	Date of last visit of UPPCB Inspection team						
E	Name of the CTF In-charge present at the time of the visit	Mobile No.	e-mail		Signature		
F	<b>Details of Inspection Team Members</b>						
	Name	Designation	Institute/Agency/ Department	Mobile Number	E-mail	Signature	
1							
2							
3							
4							
5							
6							
7							
		<b>Scoring Criteria</b>					
#	Inspection Criteria	Scoring Criteria	Score*	Scoring Criteria	Score*	Scoring Criteria	Score* Score Obtained (mention the score)
*Circle only one of the scoring options given for each question							
<b>A. EXISTENCE &amp; CONDITION OF INFRASTRUCTURE (EQUIPMENT, UTILITIES, FACILITIES, MANPOWER)</b>							
<b>Verification of Equipment</b>							
A.1	Incinerator	Equipment exists and is in good condition	2	Equipment exists but is in poor condition	1	Equipment does not exist	0

A.2	Autoclave/Micro wave/Hydroclave	"	2	"	1	"	0	
A.3	Shredder	"	2	"	1	"	0	
A.4	Sharp Pit/Encapsulator	"	2	"	1	"	0	
A.5	Generator set	"	2	"	1	"	0	
A.6	CCTV Facility	"	2	"	1	"	0	
A.7	Fire Extinguisher	"	2	"	1	"	0	
<b>Verification of Utilities and Facilities</b>								
A.8	Water Supply	Infrastructure exists and is in good conditions	2	Infrastructure exists but is in poor conditions	1	Infrastructure does not exist	0	
A.9	Proper drainage facility at plant leading to ETP	"	2	"	1	"	0	
A.10	Access Road	"	2	"	1	"	0	
A.11	Treated & untreated BMW storage shed	"	2	"	1	"	0	
A.12	Proper Lighting	"	2	"	1	"	0	
A.13	Green Belt	"	2	"	1	"	0	
A.14	First Aid Box	"	2	"	1	"	0	
A.15	Vehicle Washing Facility	"	2	"	1	"	0	
A.16	Proper Drainage at Vehicle Washing Facility	"	2	"	1	"	0	
A.17	ETP	"	2	"	1	"	0	
<b>Verification of Manpower</b>								
A.18	Supervisor	Record of payment to all staff exists	2	Record of payment to some staff exists	1	No record of payment to staff exists	0	
A.19	Drivers	"	2	"	1	"	0	
A.20	Other Skilled & Other Unskilled Manpower	"	2	"	1	"	0	
<b>B. RECORD OF OPERATION (Please see the record of the last 3 months)</b>								
B.1	AMC of DG Set	Valid AMC exists or DG set is under warranty period	4			There is no AMC and warranty has expired.	0	
B.2	Temperature of incinerator log	Log exists and is up-to-date	4	Log exists but is not up to-date	2	Log not available	0	
B.3	Other equipment operation logs	Log exists and is up-	4	Log exists but is not	2	Log not available	0	

	(autoclave/micro wave/hydroclave )	to-date		up to-date				
B.4	Other equipment operation logs (shredder)	Log exists and is up-to-date	4	Log exists but is not up to-date	2	Log not available	0	
B.5	Log of BMW received at CBWTF	Log exists and is up-to-date	4	Log exists but is not up to-date	2	Log not available	0	
B.6	Three months log of CCTV footage of BMW collection vehicle unloading	Log exists and complete	4	Log exists but is incomplete	2	Log not available	0	
B.7	Power consumption meter reading/Electricity Bill	Found for last three months	4	Found for last one/two months	1	Not found	0	
B.8	Diesel purchase log	Log exists and is complete	4	Log exists but is incomplete	2	Log not available	0	
B.9	Log of treated waste disposal	Log exists and is complete	4	Log exists but is incomplete	2	Log not available	0	
B.10	Evidence of incinerator stack emission test, autoclave validation (spore) test, ETP Effluent analysis	Reports of these tests of last quarter are available	4	Reports of some tests are available	2	No report available	0	
B.11	CBWTF staff health check-up record	Record exists and covers all staff	4	Record is partial or covers only some staff	2	No record exists	0	
B.12	Validity of Existing Fire Extinguishers	Validity period of fire extinguisher exists	4	Validity period of one or more fire extinguisher has expired.	2	Validity period of all fire extinguishers have expired or no fire extinguisher found	0	
<b>C. OPERATION AT THE TIME OF INSPECTION</b>								
C.1	ETP (Effluent Treatment Plan)	Found operational at the time of inspection	6	Not operational at the time of the inspection but evidence of	3	ETP was not operational at the time of inspection	0	

				repair/maintenance work				
C.2	Status of plant cleanliness/disinfection	Plant found to be clean (no odour, sufficient cleanliness and sufficient availability of disinfection & cleaning materials/equipment's)	2	Plant found to be partially clean (no odour, partial cleanliness and availability of some disinfection & cleaning material/equipment)	1	Unsatisfactory cleanliness (odour, poor cleanliness and little or no availability of disinfection & cleaning material/equipment)	0	
C.3	Incinerator was working during inspection	Found operational at the time of inspection	2	Not operational at the time of the inspection but evidence of repair/maintenance work	1	Incinerator was not operational at the time of inspection	0	
C.4	Autoclave/Microwave/Hydroclave was working during inspection	Found operational at the time of inspection	2	Not operational at the time of the inspection but evidence of repair/maintenance work	1	Autoclave/Microwave/Hydroclave was not operational at the time of inspection.	0	
<b>D.</b>	<b>CRITERIA FOR NEGATIVE MARKING BASED ON OBSERVATIONS AT THE TIME OF INSPECTION</b>							
D.1	If health care personnel found handling/segregating waste (treated or untreated) without adequate personnel protective equipment (PPE)						-10 (if yes)	
D.2	If incinerator logs have evidence that the incinerator has not been operating for more than seven days in a row						-5 (if yes)	
D.3	If untreated bio-medical waste is found on the plant premises in large quantities or is improperly stored						-10 (if yes)	
	<b>Total Score</b>							
	<b>Remark (if any): Details &amp; Signatures of the Inspecting Team members</b>							

## **11. PAYMENT TERMS, APPLICABLE PENALTY AND CALCULATIONS:**

### **Billing & Payment Provisions**

#### **11.1 General Provisions**

- Bills shall be generated for each HCF for which the CBWTF has entered into the contract for the given district.
- **The contracted rate (CT) shall be used for billing purpose. The bill amount for services shall be calculated using C1 of contracted rate and for consumables as per the actual supplied.**
- Billing shall be done every month. Bill amount shall be calculated monthly for Services and quarterly (last month of the quarter) for consumables.
- Billing cycle shall be 21<sup>st</sup> day of previous month to 20<sup>th</sup> day of current month.
- Payment shall be released in two stages. 90% payment shall be released every month. The balance 10% payment shall be released every quarter after inspection of the treatment facility.
- Sanctioned bed strength of the HCF shall be used for preparation of bills
- Bill and computation sheet shall be generated by BMWMIS software
- CBWTF shall download the bill from BMWMIS and submit it to HCF along with the covering letter
- The Service Provider shall commence their services within 60 days failing which LD clause of 0.5% per day maximum of 10% of the contract value shall attract. The effective date for start of Services shall be deemed 15 days after supply of consumables mandated for the first quarter (Section 5.5).
- Consumables shall be considered supplied only if they are supplied in total quantity due for the given period for the HCF.
  
- GST (as applicable) shall be chargeable extra by the Service Provider.

#### **11.2 Average monthly bed occupancy factor for the HCF**

- Average monthly bed occupancy factor of the HCF to be billed shall be provided by the HCF
- The maximum average monthly bed occupancy factor considered for billing shall be 1.2
- The minimum average monthly bed occupancy factor considered for billing shall be 0.6 for District level HCF, and 0.8 and Block level HCF.

#### **11.3 Number of Visits to HCF for BMW Collection by CBWTF vehicle**

- CBWTF shall visit HCFs to collect BMW on a regular basis to ensure that no BMW is stored beyond 48 hours.
- The CBWTF shall visit a HCF not more than once in a day to collect biomedical waste.
- Data of visit to HCF by CBWTF vehicle for BMW collection shall be captured in BMWMIS by any of the following alternatives
- IT based solution comprising of Point of Sale (POS) device, Vehicle Tracking System (VTS) and other.
- In case of non-availability or breakdown of IT based solution, manual data entry in BMWMIS software from the Register maintained by HCF and CBWTF. This data entry shall be done by CBWTF regularly.
- A record of visits and BMW collection shall be maintained in register form by the HCF and CBWTF. Evidence of visits and BMW collection shall be generated in the form of labels by the POS (in duplicate), and shall be pasted (original or photocopy) in registers of both

HCF and CBWTF. The same shall be signed by representatives both of HCF and CBWTF.

- Number of visits to the HCF made by the CBWTF during the billing cycle shall be used to calculate the billable value for that HCF.

#### **11.4 Number of Violations**

- An instance of violation of the 48 hours mandate of the BMW Management Rules 2016, shall be recorded for every two consecutive days that CBWTF vehicle has not visited the HCF. Hence, if CBWTF vehicle has not visited the HCF for 2 consecutive days, 1 instances of violation shall be recorded, and if CBWTF vehicle has not visited the HCF for 5 consecutive days, 4 instances of violation shall be recorded.



### 11.5 Schedules for Supply of Consumables & Penalties Applicable on Delay in Supply

Quarter	Consumables to be supplied in the Quarter	Date for supply	Penalty due	Date of Supply	Penalty due	Date of Supply	Penalty due
I	One-time supply, Yearly supply and one batch of Quarterly supply	15 days prior to commencement of service	-	-	-	-	-
II, III, IV	One batch of Quarterly supply	30 <sup>th</sup> second month of previous quarter <sup>§</sup>	Nil	After 30 <sup>th</sup> of second month <sup>§</sup> and by 15 <sup>th</sup> of third month of previous quarter	20%	After 15 <sup>th</sup> of third month of previous quarter	Consumables shall not be accepted, no payment shall be released for consumables and 10% penalty shall be charged on services.
V	Yearly supply and one batch of Quarterly supply	30 <sup>th</sup> of second month of previous quarter <sup>§</sup>	Nil	After 30 <sup>th</sup> of second month <sup>§</sup> and by 15 <sup>th</sup> of third month of previous quarter	20%	After 15 <sup>th</sup> of third month of previous quarter	Consumables shall not be accepted, no payment shall be released for consumables and 10% penalty shall be charged on services.
VI, VII, VIII	One batch of Quarterly supply	30 <sup>th</sup> of second month of previous quarter <sup>§</sup>	Nil	After 30 <sup>th</sup> of second month <sup>§</sup> and by 15 <sup>th</sup> of third month of previous quarter	20%	After 15 <sup>th</sup> of third month of previous quarter	Consumables shall not be accepted, no payment shall be released for consumables and 10% penalty shall be charged on services.

Or last calendar day of the month

Note: The schedule and penalties for supply of consumables for subsequent quarters shall be repeated at given for V, VI, VII and VIII quarters.

**11.6 Penalties applicable on Billable value for Services**

- Penalty on Services for Violations: 1% (One percent) penalty on Billable value for Services shall be applicable for every instance of violation.
- Penalty on Services for delay in supply of Consumables: Additional 10% penalty for delay in supply of consumables shall be charged on Billable value for Services (after deducting penalty for violations). This provision shall be applicable if consumables mandated for the Quarter are not supplied as stipulated in the bid document (Section 5.5). It shall be applicable for every month of the Quarter. This penalty shall be applicable for Quarter Two onwards.

**11.7 Penalties applicable on Billable value of Consumables**

- Penalty on Consumables for delay in supply of consumables: This penalty shall be applicable for Quarter 2 onwards and shall be charged as defined in Section 5.5 on the Billable value of consumables for that quarter.
- Penalty on Consumables for shortfall in Services: An additional penalty shall be applicable on Billable Value of Consumables of the next Quarter based on a Penalty Factor. The PF shall be an average of the penalty factor estimated for each month of the quarter based on the criteria given below:
- For District level HCF, a penalty factor of 1% (One percent) per day on bill value of consumable shall be applicable for up to 15 days in a month for CBWTF vehicle not visiting the HCF; Beyond 15 days in a month, the penalty factor applicable shall be 2% per day for CBWTF vehicle not visiting the HCF
- For Block level HCF, a penalty factor of 2% per day on bill value of consumable shall be applicable for every day after 15 days in a month, that the CBWTF vehicle has not visited the Block level HCF.

**11.8 Penalty based on Inspection of CBWTF Facility**

- The District Monitoring Committee or any other agency identified for the same, after its quarterly inspection of the treatment facility of the CBWTF, shall submit a score. Based on the score a penalty shall be applicable.

<b>Inspection Score</b>	<b>% Penalty due based on Inspection Score</b>
No inspection by DMC during the Quarter	0
80 – 100	0
70 – 79	5
60 – 69	10
50 – 59	20
40 – 49	40
30 – 39	50
20 – 29	70
0 – 19	100

- The penalty shall be applicable on payments made and pending due for that quarter.
- In case the inspection is not conducted in the given quarter, balance payment due to the CBWTF shall be released, and no penalty shall be applicable.

#### **11.9 Payment Terms for Consumables**

- **The total payment due for consumables for the entire year (TC) will be released against the supplied of actual consumables as per the approved rate of Tender Inviting Authority.**
- Quarterly payment for consumables shall be made as per the given table:

<b>Quarter of the Year</b>	<b>As percent of TC</b>
1 <sup>st</sup> (First)	40%
2 <sup>nd</sup> (Second)	20%
3 <sup>rd</sup> (Third)	20%
4 <sup>th</sup> (Fourth)	20%

#### **11.10 Bill Calculation:**

- Bill for services shall be calculated based on contracted rate for services, number of visits, sanctioned bed capacity and monthly average bed occupancy factor, after deduction of penalties.
- Bill for consumables shall be calculated based on quarterly payment criteria after deduction of penalties.

#### **11.11 Bill submission**

- Bill for Block level HCF shall be submitted to CMO and District level HCF to Facility in-charge
- Nodal Officer of the HCF shall have 48 hours (after the end of the billing month) to disagree with the data recorded on the BMWIS, failing which it shall be taken as validated. A disagreement shall only be on grounds that either the CBWTF vehicle did not visit HCF on the days displayed in BMWIS or on non-supply of consumables by the due date (as mandated for every quarter).
- After expiry of 48 hours window for Nodal Officer as described in above, the CBWTF shall be provided a 48 hours window to dispute the dis-agreement of the Nodal Officer.
- In case of a dispute between Nodal Officer and CBWTF, the matter shall be resolved by the HCF In-charge for District level HCF and CMO for Block level HCF after hearing the Nodal Officer and CBWTF. The In-charge for District level HCF or CMO for Block level HCF shall have 72 hours to settle the dispute and the decision shall be binding for HCF as well as CBWTF. In case HCF in-charge/CMO does not settle the matter in the time frame provided, the decision shall be taken in favour of the Nodal Officer.
- The final appeal shall lie with the PS, Medical Health.

#### **11.12 Bill Payment**

- Payment shall be released within 30 days of submission of verified and recommended for payment bill. (Verification and recommendation by the Nodal Officer)
- Payment shall be made through Treasuries.

### **12. Bidding Process and Evaluation Criteria (Indicative)**

#### **12.1 General provisions:**

- This is a service contract and not a material procurement contract. Material/consumables procurement being done through the contract is only for the purpose of ensuring effective service delivery.
- National Competitive Bidding shall be done.
- Bidding shall be centralised and price bid shall be submitted district wise.
- Bid security @ 5 % of contract value, valid up to three months further from agreement date in the form of Bank Guarantee or FDR/DD in favour of the MD, UPMSCL will be applicable.
- LD Clause for delay in start-up of the Project shall be i.e. 0.5% per day subject to a maximum of 10% of the contract value. This LD will start from the last date given for start-up of the Project.

## 12.2 Financial Evaluation:

- The bidder shall quote one single value of cost for all healthcare facilities identified in the scheduled district.
- The cost shall cover both cost of services and cost of consumables.
- Bid parameter CT shall be as below, and shall form the basis for bid evaluation.
- The total cost CT per bed per day shall be calculated as below:
- **CT = C1+C2**, where
- C1 is the cost per bed per visit for services, i.e. Collection, Transportation, Treatment and Disposal of biomedical waste; and
- The financial evaluation will be done on CT and payment of consumables will be made on actual. (On the basis of the unit cost mention by the bidders in the cost breakup sheet as per Annexure-A).

### AnnexureA

Cost Break-up							
(To be filled and uploaded compulsorily by the bidder)							
S.No.	Name of Item	HS N	Unit Quantity of Consumables	Rate per Unit (Rs.) without GST (X)	Applicable GST ( %)	Quantity for 100 bedded hospital for 1 Year supply (Y)	Cost for 1 year supply (Rs.) (X*Y)
1	Set of Red, Yellow, Blue & Black Color Bins of 12 lt		1 set (1 set comprises a bins, one of each colors)			6 sets	
2	Set of Red & Yellow Color Bins of 40 lt		1 Set (1 set comprises 1 yellow and 1			4 sets	

<b>Cost Break-up</b>							
<b>(To be filled and uploaded compulsorily by the bidder)</b>							
<b>S.No.</b>	<b>Name of Item</b>	<b>HS N</b>	<b>Unit Quantity of Consumables</b>	<b>Rate per Unit (Rs.) without GST (X)</b>	<b>Applicable GST (%)</b>	<b>Quantity for 100 bedded hospital for 1 Year supply (Y)</b>	<b>Cost for 1 year supply (Rs.) (X*Y)</b>
			red bin)				
3	Blue Color Bins of 25 lt		1			5	
4	Set of Red & Yellow Color Bags of 12 lt		1 Set (1 set comprises 1 red and 1 yellow bag)			2190 Red, 2190 Yellow	
5	Set of Red & Yellow Color Bags of 40 lt		1 Set (1 set comprises 1 red and 1 yellow bag)			1460 Red, 1460 Yellow	
6	Polycarbonate Jars / White Puncture proof Containers		1			53	
7	Manual Hub Cutter		1			5	
8	Trolleys		1			3	
9	Wheel Barrows		1			1	
10	Gloves		1			1	
11	Goggles		1			2	
12	Plastic Helmet		1			1	
13	Gum Boot		1			1	
14	Face Mask		1			1825	
15	Apron		1			20	
<b>Total Cost (Rs.)</b>							

- = Total Cost/365/100, where Total Cost shall be calculated on the basis of annual supply to a 100 bed hospital in accordance with the following table and in accordance with specifications given in the Section 6.

**NOTE: The bidder shall have to fill the entire table given below and submit it along with the financial bid. A financial bid shall be considered incomplete if the table is incomplete, and therefore make the bid eligible for rejection on grounds of incomplete financial bid.**

S.No.	Name of item	Quantity for 100 Bed Hospital for 1 year supply (X)	Rate per Unit (Rs.) (Y)	HSN Code	Applicable GST (%)	Cost for one year supply (Rs.) (X*Y)
1	A set of Red, Yellow, Blue & Black color Bins of 12 lt	6 sets				
2	A set of Red & Yellow color Bins of 40 lt	4 sets				
3	One Blue color Bin of 25 lt	5				
4	A set of Red & yellow color Bags of 12 lt	2190 Red, 2190 Yellow				
5	A set of Red & yellow color Bags of 40 lt	1460 Red, 1460 Yellow				
6	Polycarbonate Jars/White Puncture Proof Containers	53				
7	Manual Hub Cutter	5				
8	Trolleys	3				
9	Wheel Barrows	1				
10	Gum Boot	1				
11	Face Mask	1825				
12	Gloves	1				
13	Apron	20				
14	Goggles	2				
15	Plastic Helmet	1				
<b>Total Cost (Rs.)</b>						

**Note-** The cost break-up of the consumables should be justified with the quoted cost of C2 i.e. per bed cost of the consumables (which shall be calculated as per the clause no 12.2). The cost of the consumables in the above break-up sheet should be on the basis of justifiable market rate and TIA will negotiate the quoted C1 & C2 rate with L1 bidder.

**Exceptions:**

- We understand that Mental Hospitals (MH) are exceptions to these contracts and shall be considered for payments @ Rs.1000/- only per visit as there is hardly any biomedical waste generation at these HCFs.
- We also understand that the monthly consumables for mental hospitals will be reduced to 25% i.e. Mental Hospitals only 25% of the consumables are required to be provided except for the first month which has to be supplied as per BPHC requirements.

**12.3 Technical Evaluation:**

- The Technical requirement will only be a Qualifying Criteria. Bidders meeting the Technical requirement will be eligible for financial bid opening for all the districts quoted.
- The following technical conditions shall be applicable for bidders:
- Status of Authorisation and validity of Authorisation:
- Bidding parties shall have valid 102utilized102on from UP Pollution Control Board (UPPCB) at the time of bidding, in order to be eligible for the same.

- It shall be the responsibility of CBWTFs to ensure that their 103nutilized103on remains valid throughout the contract period.
- The bidder shall disclose details of infrastructure, equipment, manpower, facilities, vehicles, and provision for backup in case of breakdowns. Details to be given in tables given below:

S. No.	Name of Equipment	Capacity	Number	Year of Manufacture	Brand	Expected Downtime in case of Equipment Failure	Backup Facility
1.	Incinerator						
2.	Autoclave/Microwave/Hydroclave						
3.	Shredder						
4.	Sharp Pit/Encapsulator						
5.	Deep Burial Pit						
6.	BMW Collection Vehicle	-					
7.	VTS						
8.	POS						
9.	Weighing Machines						
10.	Any other (pl specify)						

- Details of Employees (both skilled and non-skilled):

S. No.	Position	Number

- The bidder shall disclose treatment capacity, 103nutiliz capacity (public and private HCFs) and 103nutilized capacity with details and proof (self-attested copies of existing contracts).

	Name of health care facility	No of beds	Weight of waste to be collected & treated/day (Kg/day)
Public health care facility			

<b>Private health care facility</b>			
<b>TOTAL</b>	-		

**13. Services & Facilities Provided by the Authority**

- a) Authority shall ensure the following basic facilities at the HCF like:
  - i. Segregation of Biomedical waste.
  - ii. Collection cum storage shed for biomedical waste from where the CBWTF-SP shall collect the BMW.
- b) Ensure that the Plastic Waste is not disposed outside the HCF and the entire plastic waste is made available to the Service Provider.
- c) Ensure timely payment to the Service Provider.
- d) The Authority shall develop the BMW MIS incorporating all the requirements of monitoring and evaluations formats which shall be web enabled.
- e) Monitor whether the Service Provider is violating any statutory provisions.

**14. Service Schedule**

The schedule of services are the Government Health Care Facilities of Uttar Pradesh.

List of Public Health Facilities

As mentioned in the BOQ