



REQUEST FOR PROPOSAL (RFP)

For

Selection of Common Biomedical Waste Treatment Facility Service
Provider (CBWTF-SP)

For

Korba and Raigarh Divisions of Chhattisgarh

For

Collection, Transportation, Treatment & Disposal of Bio-Medical
Waste

Issued by

Chhattisgarh Environment Conservation Board
(CECB)

Member Secretary
Chhattisgarh Environment Conservation Board
Paryavas Bhavan,
North Block Sector-19,
Naya Raipur(C.G.) 492002
Phone :0771-2512220
E-mail: hocecb@gmail.com
Website: <http://www.enviscecb.org>

Issue Date: 18/07/2019

IMPORTANT NOTE & TENDER NOTICE:

Chhattisgarh Environment Conservation Board invites bids for Selection of Common Bio-medical Waste Treatment Facility Service Provider (CBWTF-SP) for Korba and Raigarh Division of Chhattisgarh State. All bids should be addressed to:

Member Secretary
Paryavas Bhavan,
North Block Sector-19,
Naya Raipur(C.G.) 492002

Bids received after the due date will be rejected.

The document can be downloaded from the website <http://www.enviscecb.org>. The parties are advised to study the document carefully. Submission of response to this Request for Proposal shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. Bidders must ensure that they submit all the required documents indicated in the RFP document without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself. The data sheet for all the components should be submitted by the Bidder for the scrutiny.

Chhattisgarh Environment Conservation Board reserves the right to accept or reject in part or full any or all the offers without assigning any reasons.

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Chhattisgarh Environment Conservation Board, Naya Raipur, hereinafter referred to as CECB, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not aim to hold all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Chhattisgarh Environment Conservation Board, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Chhattisgarh Environment Conservation Board, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Chhattisgarh Environment Conservation Board may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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LIST OF ABBREVIATIONS

CECB	Chhattisgarh Environment Conservation Board
CBWTF	Common Bio-Medical Waste Treatment Facility
CBWTF-SP	Common Bio-Medical Waste Treatment Facility- Service Provider
DMC	Division Monitoring Committee
HCF	Health Care Facility
BMW-MIS	Bio-Medical Waste Management Information System
VTS	Vehicle Tracking System
POS	Point of Sale

DEFINITIONS

The Authority: Division Monitoring Committee (DMC) will act as the Authority for commercial evaluation, negotiations and award of this contract as well as supervision and administration of this Contract. DMC is proposed to be constituted by the following personnel Revenue Commissioner, Chairman; Collector Secretariat, Chief Medical Officer (CMO), Municipal Commissioner, two members from Indian Medical Associations, one technical person appointed by Chairman of DMC. The Commissioner can change the composition of committee as per requirement. Two separate DMC will be formed for each division.

CBWTF-SP: Common Biomedical Waste Treatment Facility Service Provider 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.

Rules: Biomedical Waste Management Rules 2016 and its amendments, if any, within the project period and latest Central Pollution Control Board Guidelines as well as all other applicable legislations (including labour law, minimum wages rule etc.)

BMW MIS: Biomedical Waste Management Information System refers to the software application designed, operated and maintained for the purpose of project activities. Development of BMW- MIS is the responsibility of the DMC. Should DMC requires technical support for development of the same, it may request CECB to extend the support through its consultant 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.

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.

1 INTRODUCTION

1.1 ABOUT THIS REQUEST FOR PROPOSAL (RFP)

1. The Govt. of Chhattisgarh is committed to treat Biomedical Waste Generated in Health care facilities in the state as per Bio-Medical Waste Management Rules, 2016 and other applicable norms. For this it intends to hire services of Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP). The service providers will undertake Collection, Transportation, Treatment & Disposal of Bio-Medical Waste for Health Care Facilities (HCFs) located in the identified districts of each Division. The service provider(s) will set-up a Common Biomedical Waste Treatment Facility in each Division. Specifications and relevant technical guidelines for CBWTF-SP are mentioned in Annexure I(A) of this RFP. It should be noted that the existing CBWTF-SP for these two regions utilizes deep burial technique which is no longer allowed by law.
2. Chhattisgarh Environment Conservation Board now invites sealed technical bid for selection of CBWTF-SP.
3. The initial contract period shall be for THREE years, then TWO years and can be extended upon mutual agreement between Division Monitoring Committee (DMC) and the qualified bidder, based on satisfactory performance.
4. The Services are required for Korba and Raigarh Divisions of Chhattisgarh as detailed in Annexure II and Annexure III of this RFP.
5. A. The Bidder can bid for one (01) or both the Divisions. In any case, the Bidder has to submit separate proposal for each Division.
B. Evaluation shall be done Division wise as per criteria specified in the bidding documents.

Division Monitoring Committee (DMC) will act as the Authority for supervision and administration of this Contract. Once the technical evaluation is performed by CECB to identify technically suitable service providers, commercial evaluation as well as payment negotiations on terms and conditions will be done by DMC. CECB will remain responsible to ensure legal compliances with regard to the provision of the Biomedical Waste Management Rules, 2016 and Central Pollution Control Board Guidelines.

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2 FACT SHEET

Sl. No,	Titles	Descriptions
1	Tender No.	XX/2018-2019/ Chhattisgarh Environment Conservation Board, Naya Raipur (CECB)/2019
2	Scope of Work	Selection of Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP) for Korba and Raigarh Divisions of Chhattisgarh for Collection, Transportation, Treatment & Disposal of Bio-Medical Waste.
3	Name of the tender issuer	Chhattisgarh Environment Conservation Board
4	Date of issue of tender document	18/07/2019
5	Last date for sending Pre Bid Query	25/07/2019
6	Pre Bid Meeting	A Pre-Bid meeting will be held on 26/07/2019 at 1: 00 PM at Chhattisgarh Environment Conservation Board (CECB), Naya Raipur
7	Pre-bid query response would be published on	05/08/2019
8	Last Date for Submission of Bids	14/08/2019 Time: 01:00 PM
9	Physical submission of EMD (in the form of DD/BG)	Monday, 19/08/2019 by 01: 00 P.M. along with Technical Bid as per submission instructions in Sec4.5.1 of the RFP.
10	Date of Opening of Technical Bids	Monday, 19/08/2019 at 03: 00 P.M.
11	Date of Presentation	To be informed later through e-mail
12	Date of Commercial Bid opening	To be informed later through e-mail (Bidder should furnish the e-mail of one authorized representative)
13	Place of Physical Submission of EMD	Chhattisgarh Environment Conservation Board (CECB) North Block Sector-19, Naya Raipur(C.G.) 492002 Time: upto 1: 00 P.M.
14	Address for Communication	Member Secretary, CECB
15	Cost of Tender Document	Non-refundable Rs 5,000 (Rs. Five Thousand only) through Demand Draft payment in the name of Member Secretary, Chhattisgarh Environment Conservation Board.
16	Earnest Money Deposit (EMD)	Rs. 2, 00,000/- (Rupees Two lakhs only for each Division). EMD may be submitted in Demand Draft in the name of Member Secretary, Chhattisgarh Environment Conservation Board: 1. Original copy of the DD should be submitted in Envelop A to Chhattisgarh Environment Conservation Board on 19/08/2019 by 01:00 P.M. along with Technical Bid as per submission instructions in Sec. 4.5.1 of the RFP OR EMD may also be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank: Original copy of BG should be submitted in Envelop A to Chhattisgarh Environment Conservation Board, Naya Raipur (CECB) office along with Technical Bid as per instruction given in Sl. No. 9.
17	Validity of Proposal	Proposals must remain valid for 180 days after the submission date.
18	Bid Submission	Bid will be submitted in Hard Copy in two separate Envelopes. Refer SEC. 4.8 of the RFP.
19	Availability of Tender Document	Tender can be downloaded from http://www.enviscecb.org

3 ELIGIBILITY CRITERIA

3.1 PRE-QUALIFICATION:

The bidders should meet the following Eligibility Criteria and must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterheads to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright.

CECB seeks proposals from experienced organisations for participation in tender for Selection of Common Biomedical Waste Treatment Facility Service Provider (CBWTF-SP) for Korba and Raigarh divisions of Chhattisgarh State.

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The pre-qualification criterion is as under:

	Pre-Qualification Criteria Description	Supporting Documents to be submitted by the Bidders
1	<p>Legal Entity and Statutory Registrations</p> <p>a. Should be a registered legal entity such as:</p> <ol style="list-style-type: none"> 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 equivalent law applicable in any State of India. IV. LLP Firm registered by MCA. V. Partnership firm registered under partnership act. VI. Proprietorship firm registered with any government entity <p>b. Should have a valid GST Registration</p> <p>Joint Venture / Consortium of not more than two organizations are allowed for the purpose of bidding.</p>	<p>Bidder should submit the following in:</p> <ol style="list-style-type: none"> a) RoC b) Copy of GST Registration Certificate.
2	<p>Turnover :</p> <p>The Bidder (or JV Partner) should have a minimum turnover of Rs. 1.50 crores (equivalent) from Bio-Medical Waste based project during the last three financial years i.e., 2015-16, 2016-17 and 2017-18.</p> <p>Bidder should have positive Net profit after tax during each of the last three financial years namely 2015-16, 2016-17 and 2017-18.</p> <p>Note: Turnover in areas other than mentioned above shall not be considered for evaluation</p>	<p>Bidder should submit any of the following:</p> <ol style="list-style-type: none"> a) Copies of Certified audited Balance sheet / Profit & Loss statement. OR b) Certificate from the statutory auditor.
3	<p>Past Experience: The bidder should have provided similar services to a government organization or large corporate, nationally or internationally and operated a similar treatment and disposal facility for at least 3 consecutive years.</p>	<p>Bidder should submit the following:</p> <p>Bidder should submit the PO / Work orders.</p> <p>Project Completion Certificate from the client in case of completed projects.</p>
4	<p>Blacklisting:</p> <p>The Bidder/Consortium partners should not be blacklisted by any Central/State Government, Ministry or Agency for breach of Contractual Conditions. The Bidder should also not be entangled in any legal disputes with any Govt. / PSU body.</p>	<p>Bidder should submit Self declaration that the Bidder is not black listed and is not in any legal disputes as on the bid calling date. Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head. Format for Blacklisting is mentioned in Annexure V</p>
5	<p>The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of the Rs. 2,00,000/- (Rs. Two Lakhs only) The EMD should be in the form of DD/Bank Guarantee (As per format prescribed in the Annexure -IV) issued by a Nationalized / Scheduled Bank.</p>	<p>Rs. 2,00,000/- (Rs. Two Lakhs only) EMD may be submitted in Demand Draft in the name of Member Secretary, CECB:-</p> <ol style="list-style-type: none"> 1. Original copy of the DD should be submitted to CECB before the last date of bid submission mentioned Sec. 4.5.1 of the RFP <p>OR</p> <p>EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law</p>

RFP for Selection of Common Biomedical Waste Treatment Facility Service Provider

		<p>duly signed by authorized representative of Bank:</p> <p>1) Original copy of BG should be submitted in Envelope A to CECB office between 03:00 PM to 05:00 PM on the last date of bid submission.</p>
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3.2 TECHNICAL EVALUATION CRITERIA

Project Evaluation Committee (PEC) will evaluate the Technical Proposals of the Pre-Qualified Bidders as per the following criteria:

S.N.	Parameter	Max Score	Required Eligible Document								
1.	<p>The Bidder (or JV partners) should have previous Bio-medical waste management serviceturnkey project experience.</p> <table border="1"> <thead> <tr> <th>No. of Projects with treatment capacity more than 250 Kg/day</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>5 or More Projects</td> <td>15 Marks</td> </tr> <tr> <td>3 - 4 Projects</td> <td>10 Marks</td> </tr> <tr> <td>1 - 2 Projects</td> <td>5 Marks</td> </tr> </tbody> </table>	No. of Projects with treatment capacity more than 250 Kg/day	Marks	5 or More Projects	15 Marks	3 - 4 Projects	10 Marks	1 - 2 Projects	5 Marks	15	<p>Bidder should submit the following:</p> <p>Bidder should submit the PO / Work orders. Project Completion Certificate from the client in case of completed projects.</p>
No. of Projects with treatment capacity more than 250 Kg/day	Marks										
5 or More Projects	15 Marks										
3 - 4 Projects	10 Marks										
1 - 2 Projects	5 Marks										
2.	<p>The Bidder (or JV Partner) should have a minimum turnover of Rs. 1.50 crores (equivalent) from Bio-Medical Waste based project during the last three financial years i.e., 2015-16, 2016-17 and 2017-18. [Rs. 1.5 Crores =2 Marks]</p> <p>For every additional Rs. 1.5 Crores (One and half Crores) in turnover, additional 2 marks will be awarded, subject to a maximum of 10 Marks</p>	10	<p>Bidder should submit any of the following:</p> <p>a) Copies of Certified audited Balance sheet / Profit & Loss statement. OR b) Certificate from the statutory auditor.</p>								
3.	<p>Every bidder will be given a time slot of 90 minutes to demonstrate the concept, components and resources proposed for implementation the project. Company profile should be limited to 5 slides only; internet connectivity, if required, should be arranged by the bidder.</p> <p>The presentation at a minimum should demonstrate the following features:</p> <ul style="list-style-type: none"> Past/ operational projects – Location, Scope, Capacity, Measures adopted for legal compliances, environmental protection practices and systems Experience with GIS based tracking systems and other automations Plan for each component of the project namely collection, transport, storage, treatment and disposal; should clearly present technology proposed, advantages and disadvantages, if any Proposed environmental protection practices and systems Strategy for enforcing legal compliances as per BMW Rules, 2016 i.e. maximum permissible storage duration, bar coding of wastes, GIS based tracking of waste transport and emission compliance Documentation and record keeping 	20	<p>Copy of presentation to be submitted.</p> <p>Demonstration of required capability by the bidder.</p>								
4.	<p>Proposed team and profiles for implementation and operations of the project. Below category of individuals must be part of the team.</p> <table border="1"> <tbody> <tr> <td> <p>Operations Manager – Managed at least 2 similar BMW project’s Operation & Maintenance having capacity >= 450 kg/ day <u>Minimum Qualification</u> should be B.E./ B. Tech (Production/Process) or M.Sc. (Environmental Sc. & Technology)</p> </td> <td> <p>Average exp >10 yrs – 10 Marks Average exp 5-10 yrs -5 Marks Average exp <5 yrs – 0 Marks</p> </td> </tr> <tr> <td> <p>Env. Compliance Officer – Experience in legal compliance of similar facilities/ govt. Entities. <u>Minimum Qualification</u> Should be Graduate in Environmental (Science/ Law)</p> </td> <td> <p>Average exp >10 yrs – 10 Marks Average exp 5-10 yrs -5 Marks Average exp <5 yrs – 0 Marks</p> </td> </tr> <tr> <td> <p>Safety Officer–Should have valid industry experience and having project experience of at least 2 similar construction/ operation projects. <u>Minimum Qualification</u> B.Sc. and P.G. Diploma in (Ind. Safety)/ NEBOSH (Int’l Certificate)/ Equivalent</p> </td> <td> <p>Average exp >10 yrs – 10 Marks Average exp 5-10 yrs -5 Marks Average exp <5 yrs – 0 Marks</p> </td> </tr> </tbody> </table>	<p>Operations Manager – Managed at least 2 similar BMW project’s Operation & Maintenance having capacity >= 450 kg/ day <u>Minimum Qualification</u> should be B.E./ B. Tech (Production/Process) or M.Sc. (Environmental Sc. & Technology)</p>	<p>Average exp >10 yrs – 10 Marks Average exp 5-10 yrs -5 Marks Average exp <5 yrs – 0 Marks</p>	<p>Env. Compliance Officer – Experience in legal compliance of similar facilities/ govt. Entities. <u>Minimum Qualification</u> Should be Graduate in Environmental (Science/ Law)</p>	<p>Average exp >10 yrs – 10 Marks Average exp 5-10 yrs -5 Marks Average exp <5 yrs – 0 Marks</p>	<p>Safety Officer–Should have valid industry experience and having project experience of at least 2 similar construction/ operation projects. <u>Minimum Qualification</u> B.Sc. and P.G. Diploma in (Ind. Safety)/ NEBOSH (Int’l Certificate)/ Equivalent</p>	<p>Average exp >10 yrs – 10 Marks Average exp 5-10 yrs -5 Marks Average exp <5 yrs – 0 Marks</p>	15	<p>CV as per the format given in Annexure-VII</p>		
<p>Operations Manager – Managed at least 2 similar BMW project’s Operation & Maintenance having capacity >= 450 kg/ day <u>Minimum Qualification</u> should be B.E./ B. Tech (Production/Process) or M.Sc. (Environmental Sc. & Technology)</p>	<p>Average exp >10 yrs – 10 Marks Average exp 5-10 yrs -5 Marks Average exp <5 yrs – 0 Marks</p>										
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5.	<p>Comprehensiveness of the project plan – 6 Marks Activities, sequencing, dependencies among activities –6 Marks Resource planning, allocation and loading – 6 Marks Project Status Reporting mechanism – 6 Marks Risk Management, Mitigation and Exit plan – 6 Marks</p>	30	<p>Bidder has to provide L2/L3 level work break down structure (WBS), clear baselines/ timelines, defined resources, roles & responsibilities in MS-Project format in both soft and hard copies along with a write-up of the project</p>								
6.	<p>Implementation of Vehicle tracking system in existing projects (Yes/No) If “yes” 10 Marks be awarded.</p>	10	<p>Website reference for tracking and letter from state pollution control board confirming tracking system</p>								
	Total	100									

Note: Minimum qualifying Marks in Technical Qualification is 70 out of 100 Marks. Only those bidders securing 70 marks or above shall qualify for commercial proposal opening. CECB reserves the right to adjust the qualifying marks if deemed necessary.

4 INSTRUCTIONS TO BIDDERS

4.1 GENERAL TERMS OF BIDDING

- a) While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications, Bidders must form their own Conclusions about the services required. Bidders and recipients of this TENDER may wish to consult their own legal advisers in relation to this TENDER.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by or on behalf of the Chhattisgarh Environment Conservation Board on the basis of this TENDER.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Chhattisgarh Environment Conservation Board. Any notification of preferred bidder status by the Chhattisgarh Environment Conservation Board shall not give rise to any enforceable rights by the Bidder. The Chhattisgarh Environment Conservation Board may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Chhattisgarh Environment Conservation Board.

4.2 COMPLIANT TENDERS / COMPLETENESS OF RESPONSE

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the TENDER documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this TENDER.
 - ii. Include all supporting documentations specified in this TENDER

4.3 PRE-BID MEETING & CLARIFICATIONS

4.3.1 Bidders Queries

- a) **Chhattisgarh Environment Conservation Board (CECB)** shall hold a pre-bid meeting with the prospective bidders on Date, Time and Address mentioned in Fact Sheet of this document.
- b) Two (2) authorized representative of interested organizations may attend pre-bid meeting at their own cost after giving prior intimation to Member Secretary, Chhattisgarh Environment Conservation Board (CECB).
- c) Pre-bid queries of only those bidders will be responded, who have registered themselves on or before response of pre-bid queries is released.
- d) Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications along with the registration.
- e) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to **Chhattisgarh Environment Conservation Board** by email (Excel File only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the bidder.

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f) The queries should necessarily be submitted in the following format:

#	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification
1			
2			
3			
4			
5			

- g) **Chhattisgarh Environment Conservation Board** shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the **Chhattisgarh Environment Conservation Board**.
- h) Bidders must confirm their participation in advance. The purpose of the meeting is to provide Bidders information regarding the TENDER, project requirements, and opportunity to seek clarification regarding any aspect of the TENDER and the project. However, the **Chhattisgarh Environment Conservation Board** reserves the right to hold or reschedule the Pre-Bid meeting.

4.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Officer notified by the Member Secretary, **Chhattisgarh Environment Conservation Board** will endeavour to provide timely response to the queries. However, Chhattisgarh Environment Conservation Board makes no representation or warranty as to the completeness or accuracy of any response made in neither good faith, nor does Chhattisgarh Environment Conservation Board undertakes to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, **Chhattisgarh Environment Conservation Board (CECB)** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the **Chhattisgarh Environment Conservation Board** website <http://www.enviscecb.org>.
- d) Any such corrigendum shall be deemed to be incorporated into this TENDER.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, **Chhattisgarh Environment Conservation Board** may, at its discretion, extend the last date for the receipt of Proposals.

4.4 KEY REQUIREMENTS OF THE BID

4.4.1 Right to Terminate the Process

- a) **Chhattisgarh Environment Conservation Board (CECB)** may terminate the TENDER process at any time and without assigning any reason. **Chhattisgarh Environment Conservation Board** makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This TENDER does not constitute an offer by **Chhattisgarh Environment Conservation Board**. The bidder's participation in this process may result **Chhattisgarh Environment Conservation Board** selecting the bidder to engage towards execution of the contract.

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4.5 TENDER FEES

Bidder needs to pay Rs. 5,000 for document processing by DD in favour of **Member Secretary, Chhattisgarh Environment Conservation Board** during bid submission along with other pre-qualification documents.

4.5.1 Earnest Money Deposit (EMD)

a) EMD needs to be submitted in Demand Draft/ BG:-

EMD may be submitted in Demand Draft in the name of Member Secretary, Chhattisgarh Environment Conservation Board, Naya Raipur (CECB):

1. Original copy of the DD should be submitted to Chhattisgarh Environment Conservation Board, Naya Raipur (CECB) office as per instruction given in Sl. No. 9 of the Fact Sheet (Page 10).

OR EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank:

1. Original copy of BG should be submitted to Chhattisgarh Environment Conservation Board, Naya Raipur (CECB) office as per instruction given in Sl. No. 9 of the Fact Sheet (Page 10).

b) EMD of all unsuccessful bidders would be refunded by **Chhattisgarh Environment Conservation Board** within 60 Days of the bidder being notified as being unsuccessful.

c) EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

d) The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.

4.5.2 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure-VI mentioned in this TENDER.

4.6 PREPARATION AND SUBMISSION OF PROPOSAL

4.6.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions / presentations, preparation of proposal, in providing any additional information required by **Chhattisgarh Environment Conservation Board (CECB)** to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. **Chhattisgarh Environment Conservation Board** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.7 EVALUATION PROCESS

- a) **Chhattisgarh Environment Conservation Board (CECB)** will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by the **Chhattisgarh Environment Conservation Board** shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Tender Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- d) The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this TENDER.

4.7.1 Tender Opening

Received bids will be opened by the evaluation committee in front of the representative of the Participating bidders however presence of a bidder representative during opening of the bids is not mandatory.

4.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of opening of Tender.

4.7.3 Tender Evaluation

- i) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - a. Are not submitted in as specified in the TENDER document.
 - b. Received without the Letter of Authorization (Power of Attorney), EMD and DD for Tender Fee.
 - c. Are found with suppression of details
 - d. Received with incomplete information, subjective, conditional offers and partial offers
 - e. Submitted without the documents requested in the checklist
 - f. Have non-compliance of any of the clauses stipulated in the TENDER
 - g. With lesser validity period.
- ii) All responsive Bids will be considered for further processing as below. Tender evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this TENDER document. The decision of the Committee will be final in this regard.
 - a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
 - b. The **Chhattisgarh Environment Conservation Board** may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
 - c. Further, the scope of the evaluation committee also covers taking any decision with regard to the Tender Document, execution/ implementation of the project including management period.
 - d. Proposal shall be opened in the presence of bidder's representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance
 - e. Proposal document shall be evaluated as per the following steps.
 - **Preliminary Examination of Pre-qualification/Eligibility Criteria documents:**
The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum

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levels of the performance or eligibility criteria specified in various section of this Tender Document will be rejected and will not be considered further.

- **Evaluation of document:** A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document.

All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:-

- i. Hard copies of supporting documents submitted to **Chhattisgarh Environment Conservation Board** in quality print.
- ii. Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted.
- iii. Completion certificate should clearly indicate the value and duration of the project.
- iv. In case of Bidder is having Non-Disclosure Agreement (NDA) with their client no such experience will be counted (if agreement copy not submitted).
- v. Incomplete order copy submitted by the bidder will not be considered for evaluation.
- vi. In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.

Bidders failing to comply any of the above then their Bid may be summarily rejected.

4.8 PREQUALIFICATION AND TECHNICAL PROPOSAL

- **Prequalification/ Eligibility Criteria**

Pre-qualification document as per eligibility criteria specified under Section -3.1 above along with the following documentations should be submitted in **Envelop A**

- a. DD for Tender Fee
- b. Original copy of the EMD to be submitted along with other pre-qualification document.
- c. The profile of the bidder along with required certifications that the period of validity of bids is 180 days from the last date of submission of proposal.
- d. Audited annual financial results (balance sheet and profit & loss statement showing business in India) of the bidder for the last three financial years.
- e. Reference list of major clients
- f. Power-of-attorney granting the person signing the proposal the right to bind the bidder as the Constituted attorney of the Directorate'.
- g. A copy of the Tender Document, all pages duly-signed by the authorized signatory towards acceptance of the terms and conditions of the Tender Document.

- **Technical proposal**

The following document should be submitted as part of the technical bid in Envelop B

- a. Proposal letter (Mentioned in Appendix I)
- b. Annexure-I (A) for Technical Qualification
- c. Proposed approach and methodology and services offered (Mentioned in Annexure I (B))
- d. Proposed Project Plan and Implementation Schedule(Mentioned in Annexure I (B))
- e. All other relevant document for Technical Evaluation

4.9 MODIFICATION AND WITHDRAWAL OF BIDS

Once the Bid is submitted modification and withdrawal is not permitted.

4.10 PROPOSAL FORMS

- i. Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.
- ii. For all other cases, the Bidder shall design a form to hold the required information.
- iii. **Chhattisgarh Environment Conservation Board** shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

4.11 LOCAL CONDITIONS

- i. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- ii. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The **Chhattisgarh Environment Conservation Board** shall not entertain any request for clarification from the Bidder regarding such local conditions.
- iii. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the **Chhattisgarh Environment Conservation Board**. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the **Chhattisgarh Environment Conservation Board** on account of failure of the Bidder to know the local laws / conditions.
- iv. The Bidder is expected to visit and examine and study the location where the Common Bio-Medical Waste Treatment Facility will be installed in Chhattisgarh and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

4.12 CONTACTING THE CHHATTISGARH ENVIRONMENT CONSERVATION BOARD

- Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
- Bidder shall not approach **Chhattisgarh Environment Conservation Board** officers after office hours and/or outside **Chhattisgarh Environment Conservation Board** office premises, from the time of the proposal opening till the time the Contract is awarded.

4.13 ELIGIBILITY CRITERIA

The bidder shall meet the criteria for eligibility mentioned in the Tender document. The bidder must have registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate, whichever is applicable, for this Tender.

4.14 TENTATIVE SCHEDULE OF EVENTS

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-2: Fact Sheet.

4.15 OPENING OF PROPOSAL

First, the Envelope containing Earnest Money Deposit (EMD) will be opened, and if found, that the bidder has furnished all the documents relating to EMD in the prescribed manner, then the second Envelope containing Technical Proposal will be opened otherwise the bid will be considered non-responsive and would be rejected. The commercial proposal would be opened in presence of technically short-listed bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of Bid is as follows:

- a. EMD
- b. Technical

4.16 DECIDING TECHNICALLY QUALIFIED BIDS

- a. The **CECB** reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Commercial Proposal. The Bidder shall furnish the required information to CECB's appointed Evaluation Committee on the date asked for, at no cost to the **CECB**. The Evaluation Committee of CECB may at its discretion, visit the facility of the Bidder any-time before opening of the Commercial Proposal. The EMD of the unsuccessful bidders will be returned by CECB after award of the project.
- b. **CECB as the Tendering Authority** shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive.

4.17 ACCEPTANCE OF LETTER OF INTENT (LOI) AND EXECUTION OF AGREEMENT

- CECB post technical evaluation of the bids will inform DMC the list of qualified bidders
- The DMC as Contracting Authority, will seek commercial bids from these qualified bidders
- DMC will evaluate and negotiate contracting terms and conditions
- DMC shall issue a Letter of Intent (LOI) to the Selected Bidder(s).
- 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.

4.18 RETURN OF THE PROPOSAL AND BID SECURITY

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, CECB shall promptly release all Bid Securities in the event CECB decides to terminate the selection process/proceedings or abandon the Project.

4.19 CONFIDENTIALITY

- 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.
- The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- At all time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- The obligations of confidentiality under this section shall survive rejection of the contract.

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- The successful bidder must maintain absolute confidentiality of the documents/maps/ tools/data collected in any form including electronic media and any other data/information provided to him or collected during the execution of the work.
- The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- Bidder shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

4.20 DURATION OF THE CONTRACT:

The CONTRACT signed with DMC shall be valid for a period of 6 months installation and 36 months of execution post commissioning of the CBWTF. The contract may be extended for another 24 months and there after further extension is dependent upon mutual agreement between DMC and the qualified bidder, based on satisfactory performance.

4.21 TERMS AND CONDITIONS: APPLICABLE POST AWARD OF CONTRACT

4.21.1 Termination Clause

I) Right to Terminate the Process

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 The Chairman, DMC.
- Cancellation/Revocation of Authorization by DMC.

2. In case contract of a CBWTF lapses before completion of the maximum 5 years period, The Chairman, DMC 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 thereof 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 be entitled to enforce the Performance Bank Guarantee (format is given in Annexure VIII) and recover the amount due to it in respect of such claim, damages, rights or remedy without prejudice to its rights.

6. Notwithstanding anything to the contrary contained in 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. Notwithstanding 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

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such circumstances, the Authority shall be entitled 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 Section 4.25 and such defaults continues for a period of sixty days.

9. Upon expiry or earlier termination of this Agreement, the CBWTF-SP shall be bound to handover all the records 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 giving "fifteen days" notice to the CBWTF-SP, terminate this Agreement. In such event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be.

II) Consequences of Termination

☐☐ In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

☐☐ Nothing herein shall restrict the right of Chhattisgarh Environment Conservation Board (CECB) to invoke the Chhattisgarh Environment Conservation Board (CECB) Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available Chhattisgarh Environment Conservation Board (CECB) under law or otherwise.

☐☐ The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.21.2 Penalty

The Bidder shall perform its obligations under the agreement entered into with the Authority, in a professional manner. In the event of failure to perform of its activities as defined in Section 0: Scope of Work and legal non-compliances, penalty would be levied up to a maximum of 10% of the total cost.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Authority has to take corrective actions to ensure functionality of its property, the Authority reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

- The Authority may impose penalty to the extent of damage to any equipment belonging to the civil authority or HCF, if the damage was due to the actions directly attributable to the staff of Bidder.

☐☐ The Authority shall implement all penalty clauses after giving due notice to the bidder.

☐☐ If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Authority reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

The Authority may impose such penalty on the bidder and if the bidder fails to pay such penalty within the specified time the Authority reserve the right to invoke the performance bank guarantee for recovery of such payments.

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4.21.3 Dispute Resolution Mechanism

The Bidder and the Authority shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. Matter will be referred for negotiation between Officer nominated by the Authority and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The Arbitration Notice should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

4.21.4 Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing, e-mail or Facsimile. A notice shall be effective when delivered or tendered to other party whichever is earlier.

4.21.5 Force Majeure

1. As used in this Agreement, the expression —Force Majeure/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 act or 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)

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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 for or 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 Agreement, 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

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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-SP 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 entirely the obligation of the CBWTF-SP to maintain the Manpower, Equipment and other Project Facilities required rendering the services and working under this Agreement.

4.21.6 Failure to agree with Terms and Conditions of the TENDER

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER shall constitute sufficient grounds for the annulment of the award, in which event DMC may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

4.22 LIMITATION OF LIABILITY

Limitation of liability shall be as per applicable law. The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

4.23 RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT

The Authority reserves the right to inspect and monitor / assess the progress / performance of the project at any time during the course of the Contract. The Authority may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The list of essential monitoring and auditing criteria is mentioned in Annexure IX.

The Authority shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by law and the Selected Bidder undertakes to cooperate with and provide to the Authority / any other Consultant/ Agency appointed by the Authority, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the Authority may, without prejudice to any other rights that it may have, issue a notice of default.

4.24 COVENANTS OF THE CBWTF-SP

1. The CBWTF-SP agrees and undertakes to render BMW Treatment Services in the concerned division and other work and services as mentioned in Section 0: Scope of Work 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 CECB.
4. Ensure regular data entry to BMW- MIS provided by the authority mentioned in Annexure -X.
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

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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 equipments in the project facility shall be the responsibility of the CBWTF-SP.

11. The CBWTF-SP acknowledges and accepts that provisions as contained in Sec.5 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 Sec.5, the CBWTF-SP shall be liable to pay penalty in accordance with Sec.5.

12. The CBWTF-SP shall ensure that it maintains updated records of supplies of consumables separately for each healthcare facility. 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 the entire 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.

4.25 COVENANTS OF THE AUTHORITY

The Authority shall be responsible for all the Services and Facilities as defined below:

1. The Authority shall provide adequate land (approximately 1 acre) to establish the CBWTF.
2. The Authority shall be responsible for promoting awareness about CBWTF to its HCF through various training and seminars.
3. The Authority shall be responsible for commercial negotiation with the technically selected bidders and award of the contract. Commercial negotiations should be initiated with the technically most competent (T1) bidder. If the negotiations fail with T1 then it should be initiated with next technically most competent bidder (T2). and so on. During the entire negotiation process technically most competent bidder (T1) will always have the priority.
4. The Authority shall provide appropriate assistance and facilitate in implementation of the Project.
5. The Authority shall be responsible for the monitoring and evaluation of the Project and Project Activities.

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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 Bio-medical 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. In case of dispute regarding payment between HCF and and Service Provider the Authority shall try to resolve such dispute in accordance with dispute regulation mechanism.
- 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.
- f) Authority or Chhattisgarh Environment Conservation Board (CECB), including any copies or reproductions, both hard copy and electronic.

4.26 INFORMATION SECURITY

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, data, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Authority or Chhattisgarh Environment Conservation Board, out of premises, without prior written permission from the concerned authority.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by the Authority or Chhattisgarh Environment Conservation Board (CECB), whichever is earliest, return any and all information provided to the Selected Bidder by the Authority or Chhattisgarh Environment Conservation Board (CECB), including any copies or reproductions, both hard copy and electronic.

4.27 INDEMNITY

The Selected Bidder shall execute and furnish a Deed of Indemnity in favour of the Authority, in a form and manner acceptable to the Authority,

4.27.1 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.

4.27.2 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.

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4.27.3 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.

4.27.4 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.

The indemnity shall be to the extent of 100% of project cost in favour of the Authority.

4.28 PAYMENT TERMS, APPLICABLE PENALTY AND CALCULATIONS

4.28.1 Billing Value

One single value of cost (bidding value) for all healthcare facilities identified in the scheduled division shall be applicable for billing. The billable amount shall be calculated separately for each HCF for which the CBWTF has entered into the contract for the given division. The billable value shall be calculated after multiplying the bid value by the HCF bed strength and number of visits per month made by the CBWTF for BMW collection from the concerned HCF. The bill shall be automatically calculated and generated by the BMW MIS.

- Number of Visits - CBWTFs shall be obliged to visit HCFs to collect BMW on a regular basis to ensure that no BMW is stored beyond 48 hours. Data of visits made (and BMW collected) by the CBWTF vehicle shall be automatically generated with the help of the IT-based solution employing bar coding system for vehicle tracking and data feeding [comprising a Vehicle Tracking System (VTS) and Point of Sale (POS)]. This data shall be directly fed into the BMW MIS and shall be available for viewing in the public domain. - Simultaneously, 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 by the POS in the form of labels (in duplicate). One label each shall be pasted in registers of both HCF and CBWTF-SP. The same shall be signed by representatives both of HCF and CBWTF. This record shall serve the purpose of resolution of disputes, in case any arises, regarding number of visits made by CBWTF-SP vehicle for BMW collection.
- Deductions applicable while generating bills - Deductions from the payable amount shall be made in case BMW is not collected for any two consecutive days from a HCF. This shall be treated as a violation of the provisions of BMW Management Rules, 2016 and shall be applicable for district and block-level facilities. - Each violation for two consecutive days shall be treated as one deviation. For example if the CBWTF does not collect waste on three consecutive days then it shall be treated as two deviations. - A deduction of 1% shall be applicable for every deviation.
- Supply of Consumables - The bill (billable amount) for each facility shall be generated by the BMW MIS only after the complete supply of consumables mandated for the month (for which the bill is being generated) has been received by the facility. - The consumables shall be supplied every month. The month-wise consumable supply table (separate tables for BPHC, CHC and DHs) is given in Annexure I(A). The quantity of consumables to be supplied in the first month of the contract year and that to be supplied every month in the remaining 11 months of the year are detailed. This shall apply to each year of the contract.

4.28.2 Bill Generation

Billing amount shall be automatically generated by the BMW MIS. Billable amount shall be calculated for each HCF, and separate bills shall be submitted for each HCF. There shall also be a record of the supplies of consumables. The bill shall be generated only when the required consumables till date have been supplied and thus the payment processing shall

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start only when he has delivered the required supplies of consumables. The supplies shall be delivered through proper delivery challan signed by the representatives of both viz Nodal officer of HCF and the Service Provider and a copy shall be available with both which shall be the source document for resolving any dispute. The Nodal Officer shall have 48 hour (after the end of the billing month) to disagree with the billing amount generated automatically by the BMW MIS. His disagreement shall be on grounds that either the CBWTF vehicle did not collect BMW on the days displayed on the BMW MIS, or that consumables supplied in the month are less than the due supply. During this period, 2 alerts shall be sent to his (registered) mobile phone and to that of the concerned CMS (district hospital) and CMO (CHC/BPHC) to take action, if needed. He shall be able to submit his disagreement by clicking on a check box provided for this purpose on the BMW MIS. In the event that the Nodal Officer does not click on the check box within the 48 hours provided by the system, the payment shall be considered authorized. In case of the above disagreement by the Nodal officer, the matter shall be settled by the concerned CMS (district hospital) and CMO (CHC/BPHC) with the help of the BMW collection register maintained simultaneously by the HCF and CBWTF, after giving due hearing to both parties. The CMO/CMS shall have a maximum of 5 days to settle the matter. In case the CMO/CMS decides in favour of the CBWTF, or does not take a decision in the matter, the payment shall be considered authorized. The final appeal in case of any unsettled dispute shall lie with the DGM

Bill Submission, Payment& Interest on Delayed Payment–The Bills shall be raised by the successful bidder directly to the concern HCF and the payment shall be made by concern HCF to the successful bidder directly. Payment shall be released within 30 days of submission of bill. Bill submission and payment shall be tracked using the BMW MIS. Payment shall be done by net-banking (into account, details of which have been submitted by CBWTF at the time of bidding).

Penalty Applicable on Payments:

- The penalty shall be applicable in accordance with the table given below:

DMC Inspection Score	Penalty Applicable on Payment
90-100	0
80-89	0
70-79	5
60-69	10
50-59	20
40-49	40
30-39	50
20-29	70
10-19	100
0-19	100

- DMC reserves the right to terminate the contract and/or forfeit the performance Bank Guarantee of the successful bidder in case of multiple violation and/or non-payment of the penalty.

5 SCOPE OF WORK

5.1 OBJECTIVE

This 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 divisions of Chhattisgarh for the benefit of the general population. The key considerations are:

- a. To ensure that BMW generated in public, private, district and block level health care facilities is collected, transported, treated and disposed off as per Biomedical Waste Management Rules 2016 and latest Central Pollution Control Board Guidelines 2003
- b. To minimize the risk posed by BMW on health and environment.
- c. To ensure timely and periodic evacuation of BMW from HCFs.
- d. To ensure treatment and disposal of BMW in accordance with law.
- e. To monitor services of CBWTFs to ensure quality services and enable timely payments.
- f. To develop a comprehensive and transparent system of service verification, reporting and monitoring.
- g. To ensure prevention of occupational health hazards and minimize risk of infection and other health hazards for personnel engaged in healthcare delivery and treatment facilities, and society at large.
- h. Supply of complete set of consumables for Biomedical Waste Management.

5.2 OUTLINE OF ACTIVITIES

The Services shall broadly consist of Collection, Transportation, Treatment & Disposal of Bio-Medical Waste of **Korba** and **Raigarh** regions of Chhattisgarh as per the 'Rules', and supply of complete consumables for biomedical waste management in HCFs.

The Services provided by bidder shall consist of the following:

1. To establish common Biomedical Waste Treatment Facility in Korba and Raigarh divisions to cover maximum possible HCF within 75 KM (approximately) radius of proposed treatment facilities.
2. Total no. of HCF in Raigarh division is 96 (bedded) covering total no. of beds 2206. While, in Korba Regions total no. of HCF is 48 (bedded) and covering total no. of beds 1321. The list of HCF's is given in Annexure II & III
3. The CBWTF-SP shall ensure that its treatment facility is in accordance with the 'Rules', and has a valid Authorization from CECB.
4. Regular collection of segregated BMW from all healthcare facilities.
5. Safe transportation of bio-medical waste in vehicles specially designed (and labelled) for the purpose.
6. Treatment and Disposal of BMW waste in accordance with the 'Rules'.
7. Monitor and manage emissions and waste water discharges from CBWTF in accordance with prevailing Regulations.
8. Operator shall ensure training of all personnel engaged by it in aspects of BMW management. It shall also assist in training of healthcare personnel at Healthcare Facilities, furnishing of detailed operations and maintenance manual as well as Training manual for each unit.

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9. The Bidder shall have weighing system for recording the weight of different category of the waste. The generated waste shall be weighed in presence of Institution representative and shall be recorded in appropriate schedule under BMW Rules, 2016.
10. The Bidder shall maintain records related to collection, storage, transportation, treatment and disposal in accordance with 'Rules' and make available the same to the authority or its representative as required.
11. Occupier shall ensure that all personnel engaged by it are immunised and undergo periodic health check-ups.
12. Before signing of the contract, both parties (the Authority and successful bidder) shall conduct a joint verification of bed strength of each facility covered under the contract. Also, The bidder shall have to agree that if at any time in the contract period, if there is an increase in bed capacity or new facility gets added it leads to a new category and rate of the Service Provider will be new.
13. The Authority shall provide adequate land (approximately 1 acre) to establish the CBWTF. The bidder shall have to arrange for the transport of the BMW waste to the site as per the Rule, in particular implementation of bar-coding and vehicle tracking systems.
14. Consumables & Spare Parts: Service Provider shall carry sufficient inventories to assure ex-stock supply of Consumable & Spares for adequate supply of consumables and for effective maintenance of equipment required to provide Satisfactory Services.
15. Maintenance Services: Comprehensive annual maintenance of spares/repairs of the entire system including availability of supply of consumables / spares etc. shall be carried out by the Service Provider.

Note: In case of notification of new BMW Rules and/or CPCB Guidelines, necessary modifications in processes, materials, infrastructure and practices, as applicable, shall be undertaken by contracting parties.

5.3 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 and POS, 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 label shall be pasted on the HCF BMW collection register and one on the CBWTF BMW collection register.

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

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Inspection shall be done in accordance with the given checklist for CTF Facility Inspection (*enclosed as Annexure XI*).

- 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 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, it shall be the responsibility of the CBWTF to ensure that waste collected by it is treated as required by the “Rules”.
- In case CBWTF does not meet its obligation of waste collection, transportation, treatment & disposal, the concerned HCF shall ensure the same, and cost gap incurred for the same, by alternative means, 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

APPENDIX – I: BID FORM

(Original Copy to be submitted as part of the Technical Proposal – **Envelope B**)

To,
Member Secretary,
Chhattisgarh Environment Conservation Board
Paryavas Bhavan, North Block Sector-19, Naya Raipur, Chhattisgarh

Sir,

Having examined the bidding documents, we undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents as per the prices given in the price schedule. We undertake, if our bid is accepted, to commence the work within (number) days and to complete the work including delivery of all the items specified in the contract within (number) days calculated from the date of receipt of your Work Order.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated ____ day of _____ 2019

Signature and Seal of the Bidder

ANNEXURE – I(A): SPECIFICATION AND RELATIVE TECHNICAL GUIDELINES

For Specifications and Technical Guidelines, the parties shall be governed by the ‘Rules’.

Site facility: In addition to the treatment equipment specified in the ‘Rules’ the CBWTF-SP shall at least ensure the following infrastructure:

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

The bidder should provide detailed specifications (including capacities, where applicable) of all the equipment and systems to be installed at the proposed CBWTF along with appropriate project layout plan and process flow diagrams.

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Section-A: Specification NEEDLE DESTRUCTION UNIT:

S.NO.	SALIENT FEATURES	REQUIRED SPECIFICATIONS
1.	UNIT SIZE	APPROX 290MM(L)X 210MM(W)X 130MM(H)
	MATERIAL	-M.S. CRCA SHEET OF 1MM THICK
	PAINTING	POLY COAT, SPRAY PAINTING
	MOUNTING	MOUNTED ON PLASTIC PADS
	COOLING	NATURAL AIR COOLED
2.	WEIGHT	APPROX 3.5 KG
3.	POWER SUPPLY	SINGLE PHASE, 230V AC + 10% FREQUENCY: 50 + 3%
4.	CUTTER ARRANGEMENT	MATERIAL- EN8, CHROME PLATED (OPTIONAL : SS410) HARDNESS- 35 RC
5.	ON/OFF SWITCH	ROCKERS SWITCH WITH LED, 2 POLE ON/OFF, 15 AMPS
6.	GAUGE SELECTION SWITCH	16 TO 20 GAUGE NEEDLES (1.625 TO 0.914MM) 22 TO 26 GAUGE NEEDLES (0.711 TO 0.457MM)
7.	SUPPLY CORD	3 PIN TOP, SINGLE PHASE, 230V AC POWER SUPPLY, CORD LENGTH 5M
	BELLOW	NITRILE RUBBER

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8.		
9.	TRANSFORMER PRIMARY SECONDARY DUTY CYCLE H. V. TEST INSULATION RESISTANCE	230V AC 5V 7 SECONDS ON (TRANSFORMER IN CIRCUIT) & 14 SECONDS OFF (TRANSFORMER IS OPEN) IT SHOULD WITH STAND APPLICATION OF 2KV FOR ONE MINUTE MORE THAN 100 MEGA-OHM BETWEEN BODY EARTH AND PRIMARY IN MEGGAR TEST.
10.	NEEDLE DESTRUCTION TIME	APPROX. 2 TO 7 SECONDS
11.	EQUIPMENT SAFETY	BASED ON THERMOSTAT (80°C) TO CUT OFF MAINS SUPPLY TO TRANSFORMER IN CASE OF OVERHEATING OF TRANSFORMER

Section – B: Specifications for Manual Hub Cutter

- The sharp container should be made of Polypropylene (PP) 4mm thick and is to be white / translucent.
- The material should be autoclavable plastics, puncture resistant, high drop impact strength, material should be non-toxic and pyrogen free, the material should not wear out with normal usage.
- Should be able to cut hub and needle of syringe in one shot.
- Cuts needle at the hub in such a way that no needle sharps should remain on the syringe after the cut.
- Cuts and holds 400-600 needles, depending on needle size.
- Shape: the shape of the container should be such that the lid is tightened with the body with a twist and cannot be opened by pulling the lid and the body in the opposite direction. The container containing the cut hub along with needle of various size should be ¾ full when filled with 500 cut hub with needles.
- The cutting blade of the cutter should be made of stainless steel. The thickness of the blade not to be less than 0.5 mm.
- Capacity Range: Able to destroy from hub of AD syringe with needles from 18-28 gauge diameter and from 10-25mm length and fitted with all types of needle fittings.
- Handling: Able to be carried in one hand and portable.

Section-C: Specification TROLLEYS: Trolleys shall be made up of Stainless Steel having dimensions as shown in the drawing. The other specifications are:

- The four legs and the handle of the trolley shall be made of 1” nominal size stainless steel pipes.
- These legs shall be connected by ½” nominal size stainless steel pipes at two levels – one at the top and the other at 250mm above the bottom ends of the legs.

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- An arrangement for the supporting three plastic pins shall be made on one of the longer sides of the trolley by extending the two ½" nominal size stainless steel upper pipes by 200mm and connecting the extended ends with 750mm long ½" nominal size stainless steel pipe.
- This arrangement shall be reinforced by providing a 300mm long slopping ½" nominal size stainless steel pipe connecting the extended end to the leg of the trolley on both sides.
- Three circular rings having 200mm diameter shall be welded on the arrangement for supporting three plastic bins. These rings shall be placed in a manner that the centre to centre distance between the rings are 235mm while the centre to the edge distance is 140mm as shown in the drawing.
- Two numbers 1.5mm thick stainless steel sheet shall be welded over the 750mmX500mm structure thus created and at two levels – one at the top and the other at 250mm above the bottom ends of the legs.
- For preventing bottles etc. from falling from the shelves, an arrangement shall be provided as shown in the drawing.
- Four wheels/ castors shall be provided on the legs for the movement of the trolley

Section-D- Specifications Wheelbarrow: The Wheelbarrows shall be made up of Mild Steel having dimensions as shown in the drawing: The other specifications are:

- The structure of wheelbarrows shall be made of 25x25x3mm angle of mild steel.
- The shape of the wheelbarrows shall be like a trapezoidal box having a top surface of 120cm x 90cm (LxB) and base of 70cm x 90cm (LxB), as shown in the drawing. The Heights of the Box (H) shall be 50cm.
- The base of the wheelbarrows shall have 2.5mm thick MS sheet and sides shall be 1.5mm thick MS sheet.
- Two number 1 m long handles of 1" nominal size mild steel pipe with HDPE coating shall extend from the base of the wheelbarrow in horizontal direction.
- Two number stands of 2.5 x 2.5 x 3 mm angle of mild steel shall extend from the base of the wheelbarrow in vertical horizontal direction.
- Two number wheels of 600 mm diameter with HDPE coated MS rim / MS rim with rubber tyres shall be provided along with two bearing and an axle for the movement of the wheelbarrow. The centre axle of the wheelbarrow shall be 20cm below the base so that the wheelbarrow can rest on the two wheels and the two stands which would act as the legs.
- All interior faces of the wheelbarrow should be painted by a corrosion resistant epoxy painting.

ANNEXURE – I(B): DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (max. 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports/drawings. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

ANNEXURE – II: LIST OF HCF AND TOTAL NO. OF BEDS FOR KORBA DIVISION

S.I. No.	Name & address of the HCF for Korba Division	Total no. of beds per HCF
1	Nehru Century Hospital, SECL Gevra Area, Dist- Korba (C.G.)	100
2	Main Hospital, SECL, Korba Area, Korba	50
3	Regional Hospital. SECL, Banki Surakachhar, Korba Area, Korba]	70
4	Rani Dhanraj kuwar, Primary Health Center, Korba, Dist- Korba (C.G.)	10
5	Community Health Center, Podi-Uproda, Dist- Korba (C.G.)	30
6	Community Health Center, Pali, Dist- Korba (C.G.)	30
7	Community Health Center, Katghora, Dist- Korba (C.G.)	30
8	Community Health Center, Kartala, Dist- Korba (C.G.)	30
9	Indra Gandhi District Hospital, Rajgamar Road, Korba , Dist- Korba (C.G.)	100
10	Primary Health Center, Sapalwa , Dist- Korba	05
11	Primary Health Center, Tuman, Dist- Korba	10
12	Primary Health Center, Patadhi , Dist- Korba	06
13	Primary Health Center, Saragbundia , Dist- Korba	02
14	NTPC Hospital, Jamnipali, Dist- Korba (C.G.)	70
15	Main Hospital , C.G. State Electricity Board, Korba (East), Dist- Korba (C.G.)	30
16	Main Hospital , C.G. State Electricity Board, Korba (West), Dist- Korba (C.G.)	30
17	Main Hospital, Bharat Aluminium Company Ltd. , Balco Nagar, Dist- Korba(C.G.)	100
18	Jamunadevi Memorial Maternity Hospital, Kosabadi, Korba	10
19	Akshy Hospital, M.P. Nagar, Korba	25
20	New Korba Hospital,Manglam Vihar, Kosabadi, Korba	104
21	Sai Kripa Multispecialty Hospital, Main Road T.P. Nagar, Korba , Dist- Korba(C.G.)	10
22	Krishna Multispecialty Hospital, Kosabadi, Dist- Korba (C.G.)	40
23	Dr. Rajendra Sahu, Sahu Hospital, T.P. Nagar, Korba , Dist- Korba(C.G.)	09

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24	Shristi Institute of Medical Science and Research Center, Rajgamar Road, Near District Jail, Korba, Dist- Korba(C.G.)	30
25	Sewa Sandan Hospital, Near Police Kotwali, Gandhi Chowk, Korba	03
26	Devi Ramshiliya Hospital, Vill- Pakaria, Saragbundia, Korba	10
27	Balaji Trauma Center & Super Specility Hospital , Near District Hospital, Rajgamar Road, Korba	100
28	D. K. Hospital, Transport Nagar, Korba , Dist- Korba (C.G.)	11
29	Dr Rakesh Lakda, Shri Jeevan Asha Hospital, Jamnipali Korba (C.G.)	23
30	Dr Shiv Prasad, J.P.Surgical Hospital Kosabadi Road Korba	10
31	Sweta Nursing Home, Power House Road, Korba, Dist- Korba (C.G.)	15
32	Servamangla Nursing Home, Nehru Nagar, Dist- Korba (C.G.)	10
33	Nand Nursing Home, Mission Road, Korba, Dist- Korba(C.G.)	07
34	Jyoti Nursing Home, M.P. Nagar, Korba, Dist- Korba (C.G.)	03
35	Surjit Singh Nurshing Home, Near Niharika Takies, Korba	15
36	Thawit Nursing Home, Kosabadi, Korba	08
37	Ayushman Nurshing Home, Balco Nagar, Korba (Korba)	12
38	Love Nurshing Homw, Prem Nagar Surakachhra, Po. Bherotal, Thana-Kusmunda, Dist. Korba	10
39	Navjeevan Nursing Home , Kosabadi, Dist- Korba(C.G.)	09
40	Child Care Clinic And Nurshing Home, Near to Niharika Theater, Korba	33
41	S.N.S Surgical Nurshing Home And Netra Jyoti Kendra , Plote No. 800, R.P.Nagar, Face-1, Kosabadi, Korba, Dist. Korba	10
42	Annapurna Nursing Home, Transport Nagar, Korba, Dist- Korba(C.G.)	10
43	M/s Siddhi Vinayak Hospital, Korba	10
44	M/s Vinayak Hospital, Pali	10
45	M/s Jeevan Aasha Hospita	23
46	Geeta Devi Memorial Hospital	30
47	M/s City Hospital	15
48	M/s Sweta Nursing Home, Kosabadi Korba	03

*Some of the above listed HCFs might be more than 75km away from the proposed CBWTF. There might be HCFs which already has captive bio-medical waste management facility.

ANNEXURE – III: LIST OF HCF AND TOTAL NO. OF BEDS FOR RAIGARH DIVISION

S.I. No.	Name and address of Health Care Facilities in Korba District	No. of Beds
1	Kirodimal District Hospital, Raigarh 94252-15532	300
2	Appex hospital, Atal Chowk, Chatamura bipass Road, Raigarh	110
3	Metro Hospital & Diabeties Research Center Raigarh 07762-220222	100
4	Community health centre, Kharsiya, Raigarh	100
5	O.P. Jindal Hospital & Research Center, Raigarh 98274-78017	70
6	Smt. Asharfi Devi Mahila Hospital, Raigarh 94252-50086	50
7	JMJ Morning Star Hospital, Raigarh 07762-223079	50
8	Sanjivani Nurshing Home, Raigarh 97557-99910	50
9	Radhakrishna Multispecility Hospital, Ranisagar Sarangarh, Raigarh	50
10	Community health centre, Sarangarh, Raigarh	40
11	Community health centre, Baramkela, Raigarh	30
12	Civil hospital, Dharamjaigarh, Raigarh	30
13	Community health centre, Gharghoda, Raigarh	30
14	Community health centre, Pussore, Raigarh	30
15	Mahatma Gandhi Eye Hospital, Raigarh 98279-14899	20
16	Dr. Jyotsana Agrawal City Hospital Raigarh 07762-235400	20
17	Goyal Hospital & Critical Center Raigarh	20
18	Kanha Hospital, Raigarh	18
19	Dr. B.P. Patel, Ganga Nursing Home , Raigarh 90989-51914	15
20	Janak Hospital, Raigarh	15
21	Dr. R.L. Agrawal Hospital & Trama Center, Raigarh 97525-32400	15
22	Harsh children hospital, Chandmari, Raigarh	14
23	Vananchal Care hospital, Chitra vila, Navapara Road, Kharsiya, Raigarh	12
24	Nova Maternity home, MIG-5 housing board colony, Raigarh	12
25	Aishwarya Nursing Home, Kotra Road, vikash nagar, Raigarh	11
26	Dr. Kakoli Patnayak, Jai Budhi Maa Care & Health Point, Raigarh 07762-231040	10

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27	Sanskar hospital, Kharsia, Raigarh	10
28	Dr. A. M. Gupta Surgical, Endoscopies Clinic, Raigarh 9425251161	10
29	Nobal hospital, Kotra Road, Raigarh	10
30	Dr. G.S. Agrawal, Medicare, Raigarh 07762-232040	8
31	Shri Children Hospital, Raigarh	8
32	Gayatri hospital, Gurudwara Road, Kharsia, Raigarh	6
33	Dr. Rupa Jha, Boirdadar, Raigarh 99266-83373	5
34	Dr. A.L. Dembra Dembra Eye Hospital , Raigarh 07762-225993	4
35	Health Center Jindal Power Ltd, Tamnar, Raigarh	4
36	Chhal Dispensury, Subarea, S.E.C.L., Dharamjaigarh, Raigarh	4
37	Health Center nalwa Steel & Power Ltd, , Taraimal, Raigarh	4
38	Shiv day care, & dignostic, jutmil, Raigarh	3
39	Siddheshwar Netralay Clinic, Dhimrapur, Raigarh	3
40	Community health centre, Chaple, Raigarh	30
41	Community health centre, Lailunga , Raigarh	30
42	Community health centre, Tamnar, Raigarh	30
43	Community helth Centre, Loing, Raigarh	30
44	Ganga Smart hospital, Majhapara, Raigarh	21
45	M/S Monet Ispat & Energy Ltd. Naharpali, Raigarh	20
46	Lokesh Hospital, Pussore, Raigarh	15
47	Ankur Hospital, Near T.V. Tower, Chote Atarmuda, Raigarh	14
48	Primary health centre,Sondaka, Tenda, Raigarh	10
49	Primary Health Centre, Jamgaon, Raigarh	10
50	Siddhi Vinayak Nursingh Home, Sariya, Raigarh	10
51	Primary Health Centre, Kirodimal Nagar, Raigarh	10
52	Primary Health Centre, Dumarpali Raigarh	10

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53	Primary Health Centre, Nandeli, Raigarh	10
54	Primary Health Centre, Urba, Raigarh	10
55	Primary Health Centre, Saraipali, Raigarh	10
56	Primary Health Centre, Naurangpur, Raigarh	10
57	Vinus Hospital, Near Circuit House, Raigarh	10
58	Singhda General Hospital, Gharghoda, Raigah	10
59	Primary health centre, Lendhra, Raigarh	6
60	Primary health centre, Sariya, Raigarh	6
61	Primary health centre, Bonda, Raigarh	6
62	Primary health centre, Dongaripali, Raigarh	6
63	Primary health centre, Nawapara, Tenda, Raigarh	6
64	Primary health centre, Kanakbira, Tenda, Raigarh	6
65	Primary Health Centre, Sambalpur, Raigarh	6
66	Primary Health Centre, Kodatarai, Raigarh	6
67	Primary Health Centre, Sarvani, Kharsia, Raigarh	6
68	Primary Health Centre, Chhal, Raigarh	6
69	Primary Health Centre, Kaya, Raigarh	6
70	Primary Health Centre, Bahirkela, Raigarh	6
71	Mateshwari Memorial Chikitsalya, Bunga, Raigarh	6
72	Primary Health Centre, Kudumkela, Raigarh	6
73	Sai Kripa Netralya, chakradhar nagar chowk, Raigarh,	5
74	Oquepetional health Centre (jindal Open cast coal Mines) JSPL Donamahua, Tamnar, Raigarh	4
75	Primary Health Centre, Putkapuri, Raigarh	4

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76	Primary Health Centre, Rajpur, Raigarh	4
77	Primary Health Centre, Bangursia, Raigarh	4
78	Primary Health Centre, Mukdega, Raigarh	4
79	Primary Health Centre Bhedwan, Raigarh	3
80	Primary Health Centre, Jatri, Raigarh	2
81	Primary Health Centre, Banora, Raigarh	2
82	Primary Health Centre, Binjkot, Raigarh	2
83	Primary Health Centre, Chapora, Raigarh	2
84	Primary Health Centre, Bhagora, Raigarh	1
85	Holycross Hospital, Kunkuri, Jashpur 07764-250316	150
86	Distt. Hospital Jashpur 07763-223227	100
87	City Health Centre, Sanna Road, Jashpur	30
88	Community health centre, Lodam, Jashpur	30
89	Community health centre, Kansabel, Jashpur	30
90	Community health centre, Manora, Jashpur	30
91	Community health centre, Kunkuri, Jashpur	30
92	Community health centre, Bagicha, Jashpur	30
93	Community health centre, Duldula, Jashpur	30
94	Community health centre, Farshabhar, Jashpur	16
95	Primary Health Centre, Bhelwan, Jashpur	6
96	Akansha Chikitsa and Prasav centre, Patthalgaon, Jashpur	2

*Some of the above listed HCFs might be more than 75km away from the proposed CBWTF. There might be HCFs which already has captive bio-medical waste management facility.

ANNEXURE – IV: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(To be provided in original on stamp paper of value required under law duly signed by Authorized representative of Bank)

(Original Copy to be submitted as part of the Technical Proposal – **Envelope A**)

This Deed of Guarantee executed at _____ by _____ (Name of the Nationalised Bank) having its Head / Registered office at _____, and having one of its branches at _____ Raipur (hereinafter referred to as —the Guarantor|) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Member Secretary, Chhattisgarh Environment Conservation Board, having its office at Paryavas Bhavan, North Block Sector-19, Naya Raipur, Chhattisgarh (hereinafter referred to as —CECB) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder _____ Ltd., a Company / partnership firm / proprietorship concern registered under the _____ (name of the relevant act/law under which incorporated) having its registered office at _____ (hereinafter called —Bidder which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for award of “**Common Bio-medical Waste Treatment Facility Service Provider (CBWTF-SP) for Korba and Raigarh Division of Chhattisgarh State**” vide Invitation for Tender Document No _____ dated _____ issued by Chhattisgarh Environment Conservation Board Government of Chhattisgarh (hereinafter referred to as —the Project).

Whereas in terms of the Invitation for Tender Document No _____ dated _____ (hereinafter referred to as Tender Document) issued by Chhattisgarh Environment Conservation Board, the Bidder is required to furnish to Chhattisgarh Environment Conservation Board an unconditional and irrevocable Bank Guarantee for an amount of **INR 2,00,000 (INR Two Lakhs only)** as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these

Presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank
Hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation Guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Chhattisgarh Environment Conservation Board an amount not exceeding INR **2,00,000 (INR Two Lakhs only)** without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from Chhattisgarh Environment Conservation Board stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.
2. This Guarantee shall remain in full force and effect for a period of 180 (One eighty) days from the _____ (Proposal Due Date).
3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by Chhattisgarh Environment Conservation Board.
4. We.....Bank further agree that Chhattisgarh Environment Conservation Board shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfilment and compliance of the terms and conditions contained in the Tender and the decision of Chhattisgarh Environment Conservation Board in this regard shall be final and binding on us, notwithstanding any differences between Chhattisgarh Environment Conservation Board and the said Bidder and/or any dispute between Chhattisgarh Environment Conservation Board and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. Chhattisgarh Environment Conservation Board shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfilment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time

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any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to Chhattisgarh Environment Conservation Board and the bank shall not be released from its liability under these presents by any exercise by Chhattisgarh Environment Conservation Board of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Chhattisgarh Environment Conservation Board or any indulgence by Chhattisgarh Environment Conservation Board to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.
7. We undertake to make the payment on receipt of your notice of claim on us addressed to _____ (name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorised to receive the said notice of claim.
8. It shall not be necessary for Chhattisgarh Environment Conservation Board to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which Chhattisgarh Environment Conservation Board may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealised.
9. We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of Chhattisgarh Environment Conservation Board in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.
10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date _____ day of _____ 2019

Signature of the Issuing / Authority with seal

CORPORATE SEAL

For _____ Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

ANNEXURE – V: DECLARATION FOR NOT BLACK LISTED

(Original copy to be submitted as part of the techno-commercial proposal
(Envelope A)

Date.....

To,
Member Secretary,
Chhattisgarh Environment Conservation Board
Paryavas Bhavan, North Block Sector-19, Naya Raipur, Chhattisgarh

Dear Sir,

Ref.: Tender No.

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government.

Signature of Bidder.....

Place :

Name.....

Date :

Designation.....

Seal

ANNEXURE –VI: FORMAT FOR POWER OF ATTORNEY

(Original Copy to be submitted as part of the Technical Proposal – **Envelope A**)

(To be provided in original as part of Envelope-A: Technical Bid to CECB office as per tender document along with actual bid submission on stamp paper of value required under law duly signed by authorized representative of Bank)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for —Selection of Vendor to establish Common Bio-Medical Waste Treatment facility in Korba and Raigarh Division, Chhattisgarh, vide Invitation for Tender (Tender Document) Document dated _____, issued by The Member Secretary, Chhattisgarh Environment Conservation Board, Paryavas Bhavan, North Block Sector-19, Naya Raipur, Chhattisgarh, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Chhattisgarh Environment Conservation Board, Naya Raipur or any governmental authority, representing us in all matters before Chhattisgarh Environment Conservation Board, Naya Raipur, and generally dealing with CECB in all matters in connection with our Proposal 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.

For -----

(Signature)

(Name, Title and Address)

Accept (Attested signature of Mr. _____)
(Name, Title and Address of the Attorney)

Notes: - To be executed by the Bidder - The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

ANNEXURE – VII: FORMAT FOR SUBMISSION OF CV

(Original Copy to be submitted as part of the Technical Proposal – **Envelope B**)

Proposed Position				
Name of Firm				
Name of Expert				
Date of Birth		5. Citizenship		
Education				
Membership in Professional Associations				
Countries of Work Experiences				
Languages	Languages	Speaking	Reading	Writing
	English			
	Hindi			
Employment Record				
From		To		
Employer :				
Position held				
From		To:		
Employer :				
Position held				
Note: Add separate sheet if required.				
Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned				
Year				
Location				
Client				
Main Project Features				
Positions Held				
Activities Performed				
Note: Add separate sheet if required.				

Expert’s contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience
- (ii) I was not part of the team who wrote the Scope of Work for this RFP.
- (iv) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the project and the schedule set out in the Proposal.

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Or [If the CV is signed by the firm's authorized representative and the written agreement Attached]

I, as the authorized representative of the firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named resource to submit his/her CV, and that I have obtained a written representation from the expert that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of Personnel or authorized representative of the firm] Day/Month/Year

Full name of authorized representative: _____

ANNEXURE – VIII: PROFORMA OF PERFORMANCE BANK GUARANTEE

(The Original copy to be submitted within 15 days of issuance of Letter of Intent notifying the award of the Contract)

(To be stamped in accordance with stamp Act) (To be issued by a Bank _____) This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ (hereinafter referred to as —the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of The Chairman, Divisional Monitoring Committee, having its office at Building, Raipur (CG) (hereinafter called —Chairman, Divisional Monitoring Committee, Raipur which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ a company formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated / /2019 issued by Divisional Monitoring Committee, and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by the Chairman, Divisional Monitoring Committee, as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Chairman, Divisional Monitoring Committee, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ /- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby Guarantee as follows:

The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under

We, the Guarantor, shall, without demur, pay to, Chairman, Divisional Monitoring Committee an amount not exceeding Rs. _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from Divisional Monitoring Committee stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.

The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Chairman, Divisional Monitoring Committees disputed by the Bidder or not.

The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Divisional Monitoring Committee, Raipur, Government of Chhattisgarh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Chairman, Divisional Monitoring Committee Raipur prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to, The Chairman, Divisional Monitoring Committee Raipur.

In order to give effect to this Guarantee, Divisional Monitoring Committee, shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by the Chairman, Divisional Monitoring Committee or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by, the Chairman, Divisional Monitoring Committee, Raipur against the Bidder or forebear or enforce any of the terms and conditions of the

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Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the Chairman, Divisional Monitoring Committee Raipur or any indulgence by the Chairman, Divisional Monitoring Committee to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee shall be irrevocable and shall remain in full force and effect until all our Obligations under this guarantee are duly discharged.

The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorised office. Authorised Signatory _____ Bank

ANNEXURE – IX: ESSENTIAL MONITORING & AUDIT CRITERIA

The Essential Monitoring Parameters and Criteria for Audits and routine monitoring are as given:

Parameters	Essential Criteria& Source
1. Invoicing as per Monthly average of actual bed occupancy	Whether entry in the BMW MIS is as per agreed contract parameters of bed occupancy.
2. Visits of CBWTF-SP at HCF in the concerned district.	From VTS data saved in the BMW MIS.
3. Tracking and inspection of vehicles	<ol style="list-style-type: none"> 1. Vehicle tracking by GPS system. 2. Vehicle inspection (including VTS/POS/weighing equipment)
4. Collection of Segregated BMW from HCF	<ol style="list-style-type: none"> 1. From BMW MIS data on weight records of collected waste. 2. From CCTV footage of BMW collection vehicle unloading logs (3 months logs). 3. From BMW collection register maintained by the HCF and CBWTF-SP.
5. Transportation of BMW	<ol style="list-style-type: none"> 1. From VTS data saved in the BMW MIS. 2. Labelling of the vehicle 3. Safe enclosure of the BMW inside the vehicle.
6. Treatment of BMW	<ol style="list-style-type: none"> 1. All BMW treatment equipment are in working condition. 2. Compliance of treatment methods as per 'Rules'. 3. Record of BMW treatment/operation logs maintained by CBWTF-SP. 4. Power consumption and Fuel Logs.

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<p>7. Disposal of BMW.</p>	<ol style="list-style-type: none"> 1. BMW Disposal Log maintained by CBWTF-SP. 2. Compliance of treatment methods as per 'Rules' 3. Record of BMW treatment/operation logs maintained by CBWTF-SP. 4. Verification of equipment / infrastructure in working condition.
<p>5. Monitoring and management of emissions and waste water discharges and management of fuels, power etc.</p>	<ol style="list-style-type: none"> 1. Whether monitoring and management of emissions and waste water discharges from CBWTF are done in accordance with „Rules“. 2. ETP Operation Logs. 3. Record of Emission Analysis and Effluent Quality Analysis reports.
<p>6. Training of personnel in BMW management and handling rules.</p>	<ol style="list-style-type: none"> 1. Records of training done of CBWTF-Staff 2. Awareness of personnel on BMW collection, transportation, handling and disposal methodology.
<p>7. Appropriate Immunization of personnel.</p>	<p>CBWTF staff health check-up record including Immunization records of the personnel engaged with CBWTF-SP</p>
<p>8. Adequate supply of consumables to the HCF.</p>	<ol style="list-style-type: none"> 1. Availability of consumables in the HCF. 2. The compliance to specification for the supplied consumables. 3. Feedback from Nodal officers on timely supply of the consumables 4. Consumables supply data in BMW MIS

ANNEXURE – X: BIOMEDICAL WASTE MANAGEMENT INFORMATION SYSTEM

The BMW-MIS shall be developed to monitor the BMW Management system, enable service verification and timely payments to CBWTFs. The CBWTF-SP shall be obliged to maintain the following data:

- a) CBWTF profile including authorisation
- b) Position-wise number of employees
- c) List of equipment with broad specifications
- d) Treatment capacity and load of existing hospitals
- e) Bill/invoice details
- f) Bank details
- g) Daily Waste lifted
- h) Installation of VTS and POS with Waste lifting vehicle

ANNEXURE – XI: CHECKLIST FOR DMC INSPECTION OF CBWTF TREATMENT FACILITY

(Maximum Score: 100)

CTF TREATMENT FACILITY INSPECTION CHECKLIST			
a. Name of the CTF Facility & Address			
b. District			
c. Date of the Visit of the Inspection Team			
d. Date of last visit of CECB Inspection team			
e. Name of the CTF In-charge present at the time of the visit		Mobile No.	e-mail Signature

Details of Inspection Team Members							
Name	Designation	Institute/Agency/Department	Mobile Number	E-mail	Signature		
1							
2							
3							
4							
5							
6							
7							
#		Inspection Criteria	Scoring 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							

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A. EXISTENCE & CONDITION OF INFRASTRUCTURE (EQUIPMENT, UTILITIES, FACILITIES, MANPOWER)								
Verification of Equipment								
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/Microwave/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	
Verification of Utilities and Facilities								
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	
Verification of Manpower								
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	