

Tender No.: 18 / CBWTF / BME / 2015 - 16



DOCUMENT

Stating

TERMS & CONDITIONS

For

**Selection of Service Agency for running and maintenance of
“COMMON BIO-MEDICAL WASTE TREATMENT FACILITY”**

AT

**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,
SHEIKHPURA, PATNA – 800014 (BIHAR)**

Date of Submission: 28 / 12 / 2015 (up to 4:00 p.m.)
Date of Opening (Technical Bid): 29 / 12 / 2015 (at 3:00 p.m.)

NOTICE INVITING TENDER

For

Selection of service agencies for running and maintenance of “COMMON BIO-MEDICAL WASTE TREATMENT FACILITY”

Installed at

Indira Gandhi Institute of Medical Sciences, Patna

The document containing detailed terms and conditions is available at the IGIMS website (www.igims.org). Filled-in completed performa along with all supportive documents should be send in a sealed envelope to the Director, Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna.

Last date of submission: 28 .12.2015 till 4:00 P.M. by Regd. Post / Speed Post / Courier.

1. INTRODUCTION

Hospital wastes have always been considered as potentially hazardous in view of the inherent potential for dissemination of infection. The major identified hazard was that of infection, because over millennia communicable diseases had been the most common cause of morbidity and mortality in the community and majority of persons receiving treatment in the hospitals were suffering from communicable diseases. Disinfecting right at source and disposal by incineration, which completely destroys micro-organism of all types, has been the time tested and most widely advocated method for safe management of hospital waste.

In this background in pursuant to the directive of The Court, the Ministry of Environment and Forests, Government of India notified the Bio-Medical Waste (management and Handling) Rule on 27th July 1998; under the provision of Environment Protection Act 1986. Accordingly all the hospitals in the public and private sector are now bound to follow these rules to evade legal action. It regulated the disposal of biomedical wastes and laid down the procedures for collection, treatment and disposal and standards to be complied with. These rules apply to all persons, who generate, collect, receive store, transport, and treat or handle biomedical wastes in any form. Biomedical wastes mean any waste, which is generated during the diagnosis, treatment or immunization of human beings or animals or in research activities etc.

According to **Bio-Medical Waste (Management and Handling) Rule – 1998**, all the bio-medical waste shall be treated and disposed according to the rule with the help of requisite bio-medical waste treatment facilities like incinerator, autoclave, microwave system for the treatment of waste, or, ensure requisite treatment of waste at a common waste treatment facility or any other waste treatment facility. It is a well-known fact that establishment of such facility individually is beyond the capacity of even small or medium hospitals and nursing homes. Further, it appears cost effective to establish one large facility, rather then establishing multiple small facilities.

Under such situation, **Indira Gandhi Institute of Medical Sciences – Patna** had come out with a proposal to establish a Comprehensive Hospital Waste Management System in accordance with the provisions made in the Bio-Medical Waste (Management and Handling) Rule – 1998 for the care of hospital waste generated by Hospital / Nursing Home etc. operating from Patna municipal area as well as neighboring districts for treatment.

With the financial assistance from **Government of India**, **INCINERATOR SYSTEM (CAPACITY: (200 - 250) Kgs/hr.); AUTO CLAVE SYSTEM (CAPACITY: 200 Ltrs). HEAVY DUTY SHREDDER (CAPACITY: 50 Kgs./hr.); EFFLUENT TREATMENT PLANT (INCLUSIVE OF WATER TREATMENT PLANT etc.); BLODD BAG DESTROYERS; NEEDLE SYRING DESTROYERS etc.** has been installed and is operative since June – 2006.

The specially designed Incinerator System installed at Indira Gandhi Institute of Medical Sciences – Patna is one of its kinds in the whole state of Bihar. It can incinerate waste at the rate of 200 to 205 Kgs. Per hours with **combustion efficiency of 99%**. It comprises primary and secondary chambers for burning of solids. The temperature of the primary chamber will be approx. 850°C and the secondary chamber temperature will be approx. 1050°C at the time of operation. The temperature recorder (Graphically) is attached to monitor the temperature during the process. The height of the stack is above 30 meters from ground for safe emission of gas residuals. The pollution control device is also attached with the system to achieve emission standards as prescribed in **Bio-Medical Waste (Management and Handling) Rule – 1998**. The Incinerator is being fired by **low sulphur diesel**.

The **authorization** for Collection, Reception, Storage, Transportation, Treatment and Disposal of bio-medical waste under Bio-Medical Waste (Management and Handling Rule), 1998) has been obtained from Bihar State Pollution Control Board – Patna.

The complete **Hospital Waste Management System** installed at Indira Gandhi Institute of Medical Sciences – Patna was designed in such a way that it can provide treatment of bio-medical waste generated by Hospital / Nursing Home / Pathological Centre etc. operating in Patna district as well as adjoining areas.

The **I.G.I.M.S.** has made the arrangement to collect the bio-medical waste from Hospital / Nursing home / Pathological Centre /Diagnostic Centre / Blood bank / OPD Centre / Vet. Centre & Lab etc. at their premises. For above, all the Hospital / Nursing Home / Pathological Laboratory / Diagnostic Centre / Blood bank / OPD Centre / Vet. Centre & Lab etc. will sealed the bio-medical waste in prescribed bags according to Bio-Medical Waste (Management & Handling Rule) – 1998 and kept at the designated point in their premises.

For above, **I.G.I.M.S.** will charge from each Hospital / Nursing home / Pathological Centre /Diagnostic Centre / Blood bank / OPD Centre / Vet. Centre & Lab etc. on per bed per day. In case of Pathological Centre /Diagnostic Centre / Blood bank / OPD Centre etc. where bed is not defined, the waste will be collected on weight basis on per Kg. per day.

Hospital / Nursing home / Pathological Centre /Diagnostic Centre / Blood bank / OPD Centre / Vet. Centre & Lab etc. interested to avail these facility is required to be registered them with Indira Gandhi Institute of Medical Sciences – Patna. The Registration Form is available at Indira Gandhi Institute of Medical Sciences – Patna at a cost of **Rs.500/- only (Rs. Five Hundred Only)**.

At present, approx. 750 private customers from Patna, Ara, Kaimur, Rohtash, Nalanda and Buxar districts of State of Bihar and complete Govt. Health Facility operating in Patna, Ara, Kaimur, Rohtas, Nalanda and Buxar districts of State of Bihar are registered with the institute and availing the treatment facility. Institute intends to provide the services to private customers of above-mentioned districts also along with the Govt. Health Facilities.

2. REQUIREMENTS

IGIMS needs to engage a service agency for collection, transportation, storage, segregation, treatment and disposal of bio-medical waste generated by Indira Gandhi Institute of Medical Sciences – Patna as well as other private / Govt. Health facilities operating in Patna district and neighbouring districts at “**Common Bio-Medical Waste Treatment Facility**” installed at this institute on behalf of the institute in accordance with the norms specified in **Bio-medical Waste (Management & Handling) Rule – 1998** and amendments made from time to time thereof.

3. WORKLOAD

At present, approx. **750 private customers from Patna, Ara, Kaimur, Rohtash, Nalanda and Buxar** are currently and complete **Govt. Health Facility operating in Patna, Ara, Kaimur, Rohtas, Nalanda and Buxar districts of State of Bihar** are registered with the institute and availing the treatment facility. Institute intends to provide the services to private customers of above-mentioned districts also along with the Govt. Health Facilities.

4. RESPONSIBILITY

a. Processes to be undertaken

- i. The agency has to run and maintain the “**Common Bio-Medical Waste Treatment Facility**” installed at Indira Gandhi Institute of Medical Sciences – Patna conforming to all the relevant Laws and Regulations and to upgrade it from time to time subject to amendments in relevant Laws and Rules.
- ii. The agency has to obtain authorization from the prescribed authority (Bihar State Pollution Control Board) to confirm to the Bio-Medical Waste (Management & handling) Rule – 1998 and subsequent amendments to it. Bihar State Pollution Control Board has the power to monitor / cancel / suspend the operation of the facility in which case the agency has to provide an alternative facility which conforms to the Rules and authorized by Bihar State Pollution Control Board and for which the agency shall arrange the transport and processing of bio-medical waste and scientific disposal of the residue and also bear the extra cost of it.
- iii. The agency has to provide their own vehicle for transportation of BMW the design of which should comply with the Rules. The bio-medical waste has to be collected daily and the storage of waste should not exceed 48 hours. In case of failure, the generators may make alternate arrangement to transport the bio-medical waste to agency. The agency shall have to reimburse the cost to generator.
- iv. The agency is contractually bound to provide services to any generator who opts for this service during the contract period. The generator is required to be registered with IGIMS – Patna by paying prescribed fee and security deposit.
- v. The agency has to employ own staff and has to protect them with relevant vaccination, equipments and dress. The employees and labours employed by the operator shall totally be his liability and the IGIMS - Patna will have no concern with them. The agency shall be liable to pay the salaries, provident fund, gratuity, ESI and all other emoluments of his employees.
- vi. The agency has to provide training, once in 6 months, to hospital personnel registered with IGIMS – Patna for availing the services for segregating waste.
- vii. The agency has to provide non-chlorinated, pre-printed and colour-coded bags and other consumables like bins, trolley, goggle, boot etc. as per BMW Rules on demand from generators at a price fixed by the IGIMS – Patna. Generator is free to purchase similar bags from any other supplier.
- viii. The agency has to maintain all the records of collection, reception, storage, transportation, treatment, scientific disposal of residue, etc. and submit reports to the IGIMS – Patna every month.
- ix. The agency shall report to the IGIMS - Patna about those generators who do not give bio-medical waste or dispose it in a manner that does not conform to the provisions contained in the BMW Rules.
- x. The agency will dispose the collected bio-medical waste via prescribed method by using Incinerator, Auto Clave, Shredder, Needle Destroyer, Blood Bag Destroyers etc. installed at “**Common Bio-Medical Waste Treatment Facility**” by their own expenditure and arrangement.
- xi. The maintenance of the various equipments installed at “**Common Bio-Medical Waste Treatment Facility**” and it’s upgradation time to time subject to amendments in relevant

Laws and Rules will be the responsibility of the agency. The agency will be responsible for any legal penalty and consequences in such cases.

b. Manpower

- i. **Adequacy & training:** The agency shall employ adequate number of well-trained staff. Agency will provide uniforms, aprons and other protective gear to ensure proper protection to all workers. All workers will be immunized by the firm before employment & during the course of employment as & when needed. All personnel involved in collection, transportation, segregation and treatment / disposal of bio-medical waste should be consistently & appropriately trained at frequent intervals specially for the use of, appropriate personal protective equipment (PPE), and be supervised to assure compliance with protective procedures.
- ii. **Medical examination of staff:** The agency shall employ only those persons in the “Common Bio-Medical Waste Treatment Facility” who are found to be medically fit. IGIMS - Patna reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the IGIMS on medical examination of such employees, shall be borne and paid by the agency.
- iii. **Wages to employees and Insurance:** The agency shall comply with the laws applicable to employees working in the “Common Bio-Medical Waste Treatment Facility” regarding working hours, minimum wages, safety, cleanliness, leave, over time allowances, provident fund, retrenchment benefit, medical benefit like ESI etc. If on account of non-compliance with the provisions of any such laws, IGIMS - Patna is called upon to make any payment to or in respect of his employees, the agency shall fully reimburse to Institute all such payment and Institute shall be free to make deductions on this account from the amount of deduction from monthly / contractual payments and not from Security deposit.

C. Equipments and Maintenance

All the machines installed at “**Common Bio-Medical Waste Treatment Facility**” installed at **IGIMS – Patna** will be maintained properly by the agency by coordinating with the manufacturer or by its own arrangement.

D. Security and safety

The **IGIMS – Patna** shall not be held responsible for any loss or damage due to any reasons whatsoever to any type of inventory that may be kept in the said “**Common Bio-Medical Waste Treatment Facility**” by the agency. The premises provided to the agency should only be used for the purpose as mentioned in the contract. Under no circumstances, the premises are to be used for any other purpose, than what has been mentioned in the contract. All safety precautions including fire or theft will be the responsibility of the agency with regard to premises and equipment. The remedial steps will also be taken by the agency and will also bear the cost involved in these safety precautions and remedial actions.

5. COMMITMENTS BY THE HOSPITAL

i. Space and accommodation requirement

Well developed site comprising of **Incinerator Machine, Auto Clave Machine, Shredder Machine etc.** and space for parking of vehicle, storage and other facility will be provided by the IGIMS – Patna to the agency for a specified period of contract. At the

time of termination of the contract, the agency will have the liberty to either, remove all his materials, or to, hand over to the next agency. On the expiry or earlier termination of this Agreement, the said facility shall be vacated peacefully by the agency and handed over to the IGIMS – Patna in the condition they had received.

ii. **Electricity and Water Supply**

These will be provided by the IGIMS - Patna for operations of “**Common Bio-Medical Waste Treatment Facility**” including machines, general lighting & ventilation in the premises on charge basis. The charge would be as per tariff and rates fixed by the “**Patna Electric Supply Undertaking**” (PESU) and “**Patna Municipal Corporation**”. Electrical Supply is being provided to complete facility through transformer designated for the said purposes and no other facility / user is connected with the said transformer. The agency will however use these judiciously and will ensure that there is no wastage. If this is observed than punitive action will be initiated. Agency is required to pay electricity bill directly to “**Patna Electrical Supply Undertaking**” on monthly basis and submit the receipt copy to IGIMS – Patna for record.

6. **TERMS OF PAYMENT**

- i. The duly pre-receipted bill of the preceding month shall be presented in triplicate by the Agency by the 3rd of every month to each customer to arrange the payment well in time along with the weighing records of the waste collected during the month.
- ii. All the payment is to be collected by the agency on behalf of the **IGIMS – Patna** from the customers registered for availing the facility of treatment of bio-medical waste generated by them at “**Common Bio-Medical Waste Treatment Facility**” installed at Indira Gandhi Institute of Medical Sciences – Patna.
- iii. All the payment is to be taken in form of **Demand Draft / Cheque** favouring **Director, IGIMS – Patna (payable at Patna)** and in no case payment in cash is to be accepted.
- iv. The agency after collection of payment will submit all the Cheques / Demand Drafts with all details (like name and address of the customer, period for which amount is being paid, collection records etc.) to **officer In-Charge Waste Management** of the institute designated for the said purpose.
- v. **IGIMS authorities** after satisfactory verification of all records will transfer the share of the agency in first week of the every month.

7. **SUPERVISION & CONTROL**

- i. **IGIMS management** shall have the right to terminate the contract of the services rendered by the agency, which are not of the requisite standard and not as per norms prescribed by the respective Pollution Control Board.
- ii. **IGIMS management** shall demand all the records like maintenance log book, accounting and store register, daily collection register, annual report etc. for inspection and verification.
- iii. **IGIMS authorities** will have unfettered right to inspect the premise; process of treatment, finished product at anytime and the vendor will cooperate with the authorities.
- iv. **Designated officials of IGIMS** will have unfettered right to enter the facility premise at any time in order to inspect and execute, any Structural additions and alterations or repairs to the said premises, repairs to electric, water and sanitary installations, which

may be found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties, as far as possible. However if this is not possible in any exigency, IGIMS authorities may allow entry of other designated officials for the above purpose.

8. SPECIAL TERMS & CONDITIONS

- i. The agency will dispose only bio-medical waste of other Institution / Organization / Pvt. Nursing Home etc. on payment basis only from registered members only.
- ii. The agency will provide share of the I.G.I.M.S. – Patna on amount to be collected by the agency in course of transportation and disposal of the bio-medical waste of the other Institution / Organization / Pvt. Nursing Home etc at “Common Bio-Medical Waste Treatment Facility”.
- iii. The agency will collect and dispose bio-medical waste of the Indira Gandhi Institute of Medical Sciences – Patna **free of cost**.
- iv. The agency will collect the bio-medical waste of the Indira Gandhi Institute of Medical Sciences – Patna by its own arrangement from designated points every day and replace / provide bio-gradable bags of required capacity in each bins placed at designated points every day while collecting the bio-medical waste without any cost to Indira Gandhi Institute of Medical Sciences – Patna.
- v. The agency will provide Color Coded Waste Collection Bags of required capacity and colour to the I.G.I.M.S. – Patna free of cost.
- vi. I.G.I.M.S. – Patna will not pay any cost to the agency towards repair / maintenance /servicing / spare parts / consumables etc. of the equipments installed at “Common Bio-Medical Waste Treatment Facility”.
- vii. The agency is required to submit list of all consumables / accessories like Waste Collection Bins (Small, Medium and large), Waste Collection Trolley (Small, Medium and Large), Waste Collection Bags (Bio-gradable of various capacity), PVC Gloves, Safety Gum Boots, Eye Goggles, Body Aprons etc. with technical specifications and pictures. Rates of the consumables / accessories will fixed by the institute and agency will supply these items to customers on the same rate during the contract period.
- viii. The I.G.I.M.S. – Patna will charge the cost of electricity and water to be used by the agency for running of the “Common Bio-Medical Waste Treatment Facility”. The charge of the electricity and water would be as per rate of the state government charges.
- ix. If the situation warrant, the rate of disposal of bio-medical waste as decided in the tender may be revised suitably with mutual consent. In such situation, the share of the I.G.I.M.S. – Patna will also be increased proportionately.
- x. The whole facility will remain under control and supervision of the I.G.I.M.S. – Patna and the agency shall extend necessary cooperation and help required for monitoring of arrangement by the institute.
- xi. The agency shall maintain all the detailed records of running, maintenance and treatment of bio-medical waste of I.G.I.M.S. – Patna as well as other organizations as per standard norms of Store & Accounting.
- xii. The agency shall submit its record (running & maintenance etc.) to I.G.I.M.S. – Patna for inspection as and when demanded by the institute authorities.

- xiii. In case of any damage / harm resulting to the personnel employed by the agency during the course of running and maintenance of the “Common Bio-Medical Waste Treatment Facility” or as result of accident or occupational hazard or any other cause, the resultant liability shall be solely of the agency.
- xiv. All the “**THIRD PARTY CLAIM**” arising out of running and maintenance etc. shall be the sole responsibility of the agency.
- xv. The agency will be responsible for obtaining clearance / certificates from various statutory authorities like Central Pollution Control Board, Bihar State Pollution Control Board etc. for which no extra payment will be made by the I.G.I.M.S. – Patna.

9. GENERAL TERMS & CONDITIONS

- i. The Agency should obtain immediately on confirmation by the IGIMS - Patna with Bihar State Pollution Control Board collection, transportation and disposal of Bio-Medical Waste and should have provided similar kind of service to Govt. Hospital/Corporate Hospital/ Hospitals owned by the Autonomous Bodies/PSU’s.
- ii. Rates should be quoted as per day per bed basis. Where bed facility is not available, rate may be quoted on weight basis in per day per Kg.
- iii. **The contract will be valid initially for a period of one year or till shifting of the “CBWTF” to any other remote location (whichever is earlier) from the date of award/commencement. The contract can be renewed further for a period of next two years (or till shifting of the “CBWTF” to any other remote location, whichever is earlier) on satisfactory performance of the selected agency on the same terms & conditions.**
- iv. The Agency shall not engage any sub-contractor or transfer the contract to any other Agency.
- v. A **Security Deposit of Rs. 02, 00, 000/- (Rs. Two Lakhs Only) per annum** will have to be deposited by the successful Agency in the name of the **Director, I.G.I.M.S. – Patna** in the form of **Bank Guarantee / Demand Draft** before the commencement of the contract. This would serve as a **Security Deposit**, which shall be refunded to the Agency on the expiry of the contract period on furnishing clearance certificate/No Dues Certificate without any interest.
- vi. The successful tenderer/Agency will have to sign contract agreement with the competent authority on a **non-judicial stamp paper of Rs.100/- (Rupees one hundred only)**.
- vii. In case the Agency fails to execute the job after signing the agreement deed or in case of termination the contract before completion of period of contract on their own accord, the **Director, IGIMS – Patna**, shall have the right to forfeit the earnest money and security money deposited by the Agency for the execution of contract for the remaining period through some other Agency.
- viii. **The contract can be terminated by the Director, I.G.I.M.S. – Patna** by giving one month’s notice if the performance of the agency is not found satisfactory or the agency is involved in such activities which is detrimental to the interest of the Institute. The decision of the Director, I.G.I.M.S. – Patna shall be final.

- ix. The earnest money of the tenderers whose tenders are not accepted will be refunded without any interest thereon after the award of the contract.
- x. In case, the Agency to whom the contract is awarded, fails to accept the offer within the stipulated period (7 days) from the date of receipt of offer), the Director, IGIMS - Patna, shall have the right to forfeit the earnest money deposited by that Agency and any loss occurred due to non collection of the biomedical waste shall also be recovered from the Agency as decided by the IGIMS - Patna. No correspondence/ conference in this regard will be entertained.
- xi. In case of any disagreement or dispute between the hospital authorities (i.e. Director, IGIMS - Patna) and the Agency arising out of or due to the terms and conditions of the contract agreement, the Director, IGIMS – Patna, shall have the discretion for settlement of such disputes by appointing a Sole Arbitrator and the award so made by the Arbitrator shall be final and binding on the both parties. Jurisdiction shall be Patna (Bihar) only for any dispute.
- xii. Income Tax deduction at source as per Income Tax Act 194-C shall be made.
- xiii. The agency shall be fully responsible for daily proper collection of Bio-Medical Waste from the end point of the IGIMS as well as customers availing the facility and their transportation treatment & disposal of BMW strictly in accordance with the instructions issued by respective Pollution Control Board from time to time. In the event of improper transportation, treatment and disposal of BMW, the responsibility, if totally, shall be strictly borne by the Agency. IGIMS Administration will take no responsibility whatsoever in this regard.
- xiv. The agency must use transport vehicle as per specifications approved by the Central Pollution Control Board / Bihar State Pollution Control Board.
- xv. The agency shall be responsible for the following without any additional charges/cost: -
 - a. Provision of prescribed containers at the end points for the collection of segregated bio-medical waste.
 - b. Issue of wall posters and complete literature on segregation of bio-medical waste.
 - c. Imparting of periodic training to Medical & Para-Medical staff of health facilities registered with IGIMS – Patna for availing the treatment facility on proper segregation of bio-medical waste.
 - d. Daily collection of segregated bio-medical waste by their trained and experienced staff who are equipped with protective gears and vaccinated against infection.
 - e. Disposal of bio-medical waste within 48 hours strictly in accordance with the norms prescribed in Bio-Medical Waste (Management & Handling) Rule – 1998.
- xvi. The agency has to maintain all the appropriate records at their own cost as required by various Govt. Departments. In case of any violation of any statutory provisions under labour laws or otherwise by or in respect of the agency, the liability of the same shall devolve on the agency and not on the IGIMS Administration.
- xvii. The Agency's staff will collect the bio-medical waste daily basis and it is mandatory to sign the Record Book.

- xviii. The responsibility of the Hospital / Clinic / Nursing Homes will cease once the segregated bio-medical waste, duly packed, labeled and signed, has been handed over the agency.
- xix. The duly pre-receipted bill of the preceding month shall be presented in triplicate by the Agency by the 3rd of every month to each customer to arrange the payment well in time along with the weighing records of the waste collected during the month.
- xx. The **IGIMS – Patna** will not be responsible for any mishap while dealing with the bio-medical waste during collection at the end point and beyond. The Agency shall be responsible for any miss-happening in the **IGIMS / CUSTOMERS** premises due to the negligence of their employees.
- xxi. Validity of the contract shall be subject of the renewal of authorization from Bihar State Pollution Control Board.
- xxii. The **Director, IGIMS - Patna** reserves the right to accept or reject any or all the tenders without assigning any reason.
- xxiii. Any person who is in **Govt. Service** anywhere or an employee of the institute should not be made a partner to the contract by the agency directly or indirectly in any manner whatsoever.
- xxiv. If any information furnished by the agency is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the Institute.
- xxv. The individual signing the quotation form or any document forming part of the contract on behalf of agency, shall be responsible to produce a proper power of attorney duly executive in his favour stating that he has authority to bind other such person of the firm as the case may be in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time, the institute may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all cost and damages. In case of registered or unregistered partnership firm, all the partners should sign the quotations. In case of any person signing the agreement on behalf of limited company or firm, he/she will produce a letter of authority/resolution passed by the company empowering him/her to sign the agreement on behalf of the company or firm.
- xxvi. The workers, whose services are provided by the agency, shall at least all times and for all purposes be the employees of the agency and on no account personnel so appointed and recruited by the agency will have any claim for appointment, continuous recruitment or regularization etc. against this Institute.
- xxvii. In every case in which by virtue of the workman's Compensation Act, the Government of India/institute if obliged to pay compensation to such person employed by the agency in execution of the work, the Government of India/institute will be entitled to recover from the agency the amount of compensation so paid.
- xxviii. The agency will verify the antecedents of all employees working, by police verification and will keep attendance and other relevant records at it's cost and will produce these on demand of any authority. The list containing the names/addresses of the personnel appointed by the agency shall be made available to the Institute authorities with their bio-data within 15 days from the date of deputing.

- xxix. The agency, himself, shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.
- xxx. In case any person engaged by the agency is found to be inefficient, quarrelsome, infirm, invalid or found indulging in unlawful or union activities, the contractor will have to replace such person with a suitable substitute at the direction of the competent authority.
- xxxii. The institute shall not provide any sort of accommodation to the staff or person deployed by the agency and no cooking/lodging will be allowed in the premises of the institute at any time.
- xxxiii. Every worker engaged in “**Common Bio-Medical Waste Treatment Facility**” shall wear the prescribed neat and clean uniform according to season affixing thereon the badge mentioning on the same, the name and designation of the worker provided by the contractor at his own cost.
- xxxiiii. The contractor shall not engage the laundry staff below the **age of 18 years**.
- xxxv. If any complaint of misbehavior and misconduct comes into the knowledge of the institute authorities then all such responsibility shall be of the agency and any loss owing to negligence or mishandling by the staff, the agency shall himself be responsible to make good for the losses so suffered by the institute.
- xxxvi. The agency shall not, at any stage, cause or permit any sort of nuisance in the premises of institute or do anything which may cause unnecessary disturbance or inconvenience to other working there as well as to the general public in the institute premises and near to it.
- xxxvii. No escalation of rates quoted will be allowed during the period of contract. The agency will honour the Fall Clause in case it also gets business in any other establishment.
- xxxviii. The agency shall not engage any sub-contractor or sublet/transfer the contract to any other agency/person in any manner.
- xxxix. In case the agency fails to execute the job after signing the agreement/deed or leave the job before completion of the period of contract at their own accord, the Director shall have the right to forfeit the security money deposited by the agency for the execution of the contract.
- xl. In case of any loss or theft, it shall be made good by the agency and in event of failure in their part to do so within a period of one month, the loss shall be made good equivalent to purchase cost by encashment of security deposit and if the amount of loss or damage exceeds the amount of security deposit, then the amount will be recovered from the bill in one or more installments. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and condition of the contract, agreement, or otherwise the matter shall be referred to the Arbitrator as appointed by the Director, IGIMS at PATNA shall have jurisdiction in connection with any dispute/litigation arising out of this contract.
- xl. The selected bidder shall have to enter into a written agreement with the institute accepting all the terms & conditions as mentioned in this tender document. They will also have to submit an undertaking to this effect having taken an oath before the 1st Class Magistrate at Patna (Bihar).

10. PREREQUISITE CRITERIA FOR QUALIFICATION

a. Authenticity & Operational Capability:

- i. The tenderer should have been in business pertaining to running and maintenance of “**Common Bio-Medical Waste Treatment Facility**” and collection, transportation and disposal of bio-medical waste. The tenderer should submit list of such facility running and operating by them with documentary proof.
- ii. A market standing of minimum **03 (three) years** in the area of running and maintenance of “**Common Bio-Medical Waste Treatment Facility**”.
- iii. The Tenderer must be running and maintaining of “**Common Bio-Medical Waste Treatment Facility**” in Government / Pvt. Sector (atleast one no.) The tenderer should submit list of such facility running and operating by them with documentary proof.
- iv. The tenderer must not be blacklisted by any agency or have pending case either Civil or Criminal against them.
- v. Surprise/Scheduled visit to the premises where it is running the “**Common Bio-Medical Waste Treatment Facility**”, by the representatives of the institute shall be made to verify tenderer capacity and standing.
- vi. The tenderer will give a certificate that the firm or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm, has not been black listed in the past 3 (three) years by any Government/ private institution.
- vii. The tenderer has to give an affidavit on a Non –judicial paper that there is no vigilance / CBI case pending against the firm/ supplier/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm.

b. Financial Capability:

- i. A minimum turns over of atleast **Rs. Three Crores aggregate in during the previous three consecutive years (i.e. 2012-13, 2013 – 14 & 2014 – 15)**. The tenderer should submit notary certified certificate by Chartered Accountant.
- ii. If the tenderer give a false statement on any of the above information, the firm / supplier will not be considered and their quotation / there shall be deemed to be rejected and security deposit will stand forfeited.

c. Earnest Money:

Demand Draft of Rs. 2, 00, 000/- (Rs. Two Lakhs Only; refundable) in favour of **Director, Indira Gandhi Institute of Medical Sciences, Patna** (payable at Patna).

(TENDERS NOT ACCOMPANIED BY EMD & HAND WRITTEN QUOTATIONS WILL BE SUMMARILY REJECTED. Apart from above, conditional tenders will be summarily rejected.)

11. Submission Requirements:

Interested Agencies/Firms/Institutions/Companies, wishing to undertake the above task on behalf of Indira Gandhi Institute of Medical Sciences – Patna, may submit, **in two sealed large envelopes**

marked “Tender bid for running and maintenance of “CBWTF” at Indira Gandhi Institute of Medical Sciences – Patna - Technical Bid” and “Tender bid for running and maintenance of “CBMWTF” at Indira Gandhi Institute of Medical Sciences – Patna – Financial Bid”. If both financial and technical bids are received in the same envelop, the tender bid shall be automatically rejected.

Bidder(s) are requested to clearly indicate each of the submission requirements mentioned below along with the relevant page number in your cover letter/ application accompanying the technical proposal.

The **Technical Bid** should include the following:

- Approach to the project.
- Background of the firm/organization.
- Capability Statement, in not more than three A4 pages & detailed list of CBWTF operation in India.
- Demand Draft of Rs. 2, 00, 000/- (Rs. Two Lakhs Only; refundable)** in favour of **Director, Indira Gandhi Institute of Medical Sciences, Patna** (payable at Patna).
- All the required certificates / documents as mentioned in General and Special Terms & Conditions.

Evaluation of Technical Bid: The firm needs to satisfy the Minimum Eligibility Criteria to be considered technically qualified. **In case no competent bid is received for providing the services, Director – Indira Gandhi Institute of Medical Sciences - Patna reserves the right to relax provisions.**

Financial Bid envelope should only contain the percentage of revenue sharing being offered to “Indira Gandhi Institute of Medical Sciences – Patna”.

The financial bids shall be submitted in the following format:

Sl. No.	Name of the Districts within State of Bihar from which facility of collection, transportation and treatment of bio-medical waste are to be done at “Common Bio-Medical Waste Treatment Facility” installed at I.G.I.M.S. – Patna.	Rate to be quoted in per bed per day basis & per kg. Per day basis within the said districts	Acceptance of offered Revenue Share to institute as 20% (minimum) term in quoted rate	
1.	For Patna district including following Govt. Health facilities:	Rs. ____/- per bed per day	20 % of the quoted minimum rate as revenue share to I.G.I.M.S. – Patna. YES / NO	
	Lok Nayak Jai Prakash Narayan Hospital, Rajbanshi Nagar, Patna	Sub-Divisional Hospital		Rs. ____/- per Kg. per day.
	Gardnibagh Hospital – Patna	Sub-Divisional Hospital		
	New Gardinar Road Hospital - Patna	Sub-Divisional Hospital		
	Rajendra Nagar Hospital – Patna.	Sub-Divisional Hospital		
	Guru Govind Hospital –	Sub-		

	Patna City	Divisional Hospital		
	Sub-Divisional Hospital – Barh (Patna)	Sub-Divisional Hospital		
	Sub-Divisional Hospital – Danapur (Patna)	Sub-Divisional Hospital		
	Primary Health Centre – Mokama (Patna)	PHC		
	Primary Health Centre – Pandarak (Patna)	PHC		
	Primary Health Centre – Fatuha (Patna)	PHC		
	Primary Health Centre – Bakhtiyarpur (Patna)	PHC		
	Primary Health Centre – Phulwari Sharif (Patna)	PHC		
	Primary Health Centre – Dhanarua (Patna)	PHC		
	Primary Health Centre – Punpun (Patna)	PHC		
	Primary Health Centre – Masaurhi (Patna)	PHC		
	Primary Health Centre – Bikram (Patna)	PHC		
	Primary Health Centre – Bihata (Patna)	PHC		
	Primary Health Centre – Maner (Patna)	PHC		
	Referral Hospital & PHC – Paligunj (Patna)	Referral Hospital		
	Referral Hospital –cum- PHC – Naubatpur (Patna)	Referral Hospital		
	Primary Health Centre – Belchi (Patna)	PHC		
	Primary Health Centre – Daniyawan (Patna)	PHC		
	Primary Health Centre – Khusrupur (Patna)	PHC		
	Primary Health Centre – Sampatchak (Patna)	PHC		
	Primary Health Centre – Ghoswari (Patna)	PHC		
	Primary Health Centre – Athmalgola (Patna)	PHC		
	Primary Health Centre – Dulhin Bazar (Patna)	PHC		
2.	For Aara district including following Govt. Health facilities:		Rs. ____/- per bed per day	
	Sadar Hospital - Ara	District Hospital	Rs. ____/- per Kg. per day.	

	Referral Hospital – Referral Hospital Jagdispur		
	Referral Hospital – Referral Hospital Shahpur		
	Referral Hospital – Referral Hospital Sandesh		
	Primary Health Centre – PHC Udwantnagar		
	Primary Health Centre – PHC Bihia		
	Primary Health Centre – PHC Charpokhari		
	Primary Health Centre – PHC Piro		
	Primary Health Centre – PHC Tarari		
	Primary Health Centre – PHC Sahar		
	Primary Health Centre – PHC Koilwar		
	Primary Health Centre – PHC Barhara		
	Primary Health Centre – PHC Sadar Block		
3.	For Nalanda district including following Govt. Health facilities:		
	Sub-Divisional Hospital – Sub-Divisional Hospital - Hilsa		
	Sadar Hospital – District Hospital Biharsharif		
	Primary Health Centre – PHC Asthaswan		
	Primary Health Centre – PHC Rahui		
	Primary Health Centre – PHC Sarmera		
	Primary Health Centre – PHC Rajgir		
	Primary Health Centre – PHC Harnaut		
	Primary Health Centre – PHC Chandi		
	Primary Health Centre – PHC Norsarai		
	Primary Health Centre – PHC Islampur		
	Primary Health Centre – PHC Ekangarsarai		
	Primary Health Centre – PHC Giryiak		
	Primary Health Centre – PHC Bind		
	Primary Health Centre – PHC Ben		

	Primary Health Centre – Parwalpur	PHC		
	Primary Health Centre – Karaiparsurai	PHC		
	Primary Health Centre – Katrisarai	PHC		
	Primary Health Centre – Nagarnausa	PHC		
	Primary Health Centre – Tharthari	PHC		
	Primary Health Centre – Silao	PHC		
4.	For Rohtash district including following Govt. Health facilities:		Rs. ____/- per bed per day	
	Sadar Hospital – Sasaram.	District Hospital	Rs. ____/- per Kg. per day.	
	Sub-Divisional Hospital – Bikramganj.	Referral Hospital		
	Referral Hospital – Nauhatta	Referral Hospital		
	Referral Hospital – Nasriganj.	Referral Hospital		
	Primary Health Centre – Akhorigola.	PHC		
	Primary Health Centre – Chenari.	PHC		
	Primary Health Centre – Dawath.	PHC		
	Primary Health Centre – Dehri.	PHC		
	Primary Health Centre – Dinara.	PHC		
	Primary Health Centre – Karakat.	PHC		
	Primary Health Centre – Kargahar.	PHC		
	Primary Health Centre – Kochas.	PHC		
	Primary Health Centre – Nokha.	PHC		
	Primary Health Centre – Rajpur.	PHC		
	Primary Health Centre – Rohtas.	PHC		
	Primary Health Centre – Sanjhauli.	PHC		
	Primary Health Centre – Sheosagar.	PHC		
	Primary Health Centre – Suryapur.	PHC		
	Primary Health Centre – Tilouthu.	PHC		

5.	For Kaimur district including following Govt. Health facilities:		Rs. ____/- per bed per day Rs. ____/- per Kg. per day.
	Referral Hospital – Mohania (District Kaimur)	Referral Hospital	
	Primary Health Centre – Rampur (District Kaimur)	PHC	
	Primary Health Centre – Chand (District Kaimur)	PHC	
	Primary Health Centre – Bhabua (District Kaimur)	PHC	
	Primary Health Centre – Chainpur (District Kaimur)	PHC	
	Primary Health Centre – Kudra (District Kaimur)	PHC	
	6.	For Buxar district including following Govt. Health facilities:	
Sub-Divisional Hospital - Buxar	District Hospital		
Primary Health Centre – Rajpur	PHC		
Primary Health Centre – Itarhi	PHC		
Primary Health Centre – Dumraon	PHC		
Primary Health Centre – Simri	PHC		
Primary Health Centre – Brahampur	PHC		
Primary Health Centre – Nawanagar	PHC		

Note:

- i. **If no. of bed is less than 20 (twenty), minimum charges corresponding to 20 beds will be charged. In case of Pathological Laboratory / Diagnostic Centre / Blood bank / Vet. Centre & Lab / Any other Type, if the waste generation is below 4Kg. (Four Kg.) per day, a minimum amount equivalent to 4 Kg. per day will be charged.**
- ii. **In case of OPD Centre / Radiological Set Up (Ultrasound, X-Ray etc.), a minimum amount equivalent to 2 Kg. per day will be charged.**
- iii. **L1 will be decided based on the lowest quoted rate basis. In a situation, where a bidder is lowest in some districts and other bidder is lowest in other districts, in that case average rate quoted by the bidder(s) for all six districts will be taken for the purpose of evaluating and decision of L1.**

For Example:

Name of the districts	Quoted Rs.--- per bed per day	Quoted Rs.---per Kg. per day
Patna	A	G
Ara	B	H
Bihar Sharif (Nalanda)	C	I
Buxar	D	J
Rohtash	E	K
Kaimur	F	L

- Average rate quoted in per bed per day basis = $(A + B + C + D + E + F) / 6 = X$
- Average rate quoted in per Kg. per day basis = $(G + H + I + J + K + L) / 6 = Y$
- $L1 = (X + Y) / 2$

Rates for Consumables / Accessories			
Sl. No.	Description	Qty.	Unit Price
1.	Waste Collection Bins (Volume – 20 Ltrs..) Specifications <ul style="list-style-type: none">• Colour code - Red (recyclable waste), Yellow – incinerable waste, Black - general waste, Paper - Blue dustbins• Size: Appropriate Sizes & Circumference with Square top.• Volume should be approximately 20 liters.• Lid - with foot operated lid with silicone seal. The foot operation mechanism should be through a stainless steel rod.• SS pipe / wire rod used for cage, handle and for operation of lid shall not be less than 4 mm dia SS rod. SS Square (hollow pipe) of 20 x 20 mm shall be provided at the bottom for steady placement of the bin.• Silicone/ Teflon Collar for affixing appropriate coloured bag inside the dustbin.• Material - fibreglass of appropriate colour thickness 8 mm (minimum).• It should bear biohazard label.• The above product should confirm to applicable ISI standard or equivalent in respect of materials, welding, test and performance.• Three years onsite service warranty (Including all Spares, Accessories and Labour).• Should confirm Bio-Medical Waste (Mismanagement & Handling) Rule.		

2.	<p>Waste Collection Bins (Volume – 40 Ltrs..)</p> <p>Specifications</p> <ul style="list-style-type: none"> • Colour code - Red (recyclable waste), Yellow – incinerable waste, Black - general waste, Paper - Blue dustbins • Size: Height - 18”; Circumference - 12” Square • Volume should be approximately 40 liters. • Lid - with foot operated lid with silicone seal. The foot operation mechanism should be through a stainless steel rod. • SS pipe / wire rod used for cage, handle and for operation of lid shall not be less than 4 mm dia SS rod. SS Square (hollow pipe) of 20 x 20 mm shall be provided at the bottom for steady placement of the bin. • Silicone/ Teflon Collar for affixing appropriate coloured bag inside the dustbin. • Material - fibreglass of appropriate colour thickness 8 mm (minimum). • It should bear biohazard label. • The above product should confirm to applicable ISI standard or equivalent in respect of materials, welding, test and performance. • Three years onsite service warranty (Including all Spares, Accessories and Labour). • Should confirm Bio-Medical Waste (Mismanagement & Handling) Rule. 		
2.	<p>Waste Collection Bins (Volume – 80 Ltrs..)</p> <p>Specifications</p> <ul style="list-style-type: none"> • Colour code - Red (recyclable waste), Yellow – incinerable waste, Black - general waste, Paper - Blue dustbins • Size: Height - 36”; Circumference - 18” Square • Volume should be approximately 80 liters. • Lid - with foot operated lid with silicone seal. The foot operation mechanism should be through a stainless steel rod. • Silicone/ Teflon Collar for affixing appropriate coloured bag inside the dustbin. • Material - fibreglass of appropriate colour thickness 8 mm (minimum). • It should bear biohazard label. • The above product should confirm to applicable ISI standard or equivalent in respect of materials, welding, test and performance. • Three years onsite service warranty (Including all Spares, Accessories and Labour). • Should confirm Bio-Medical Waste (Mismanagement & Handling) Rule. 		
3.	<p>Waste Collection Trolley (Small, Medium & Large)</p>		

	<p>Specifications:</p> <ul style="list-style-type: none"> • Should be made of Stainless Steel with three chambers fitted with rubber wheels for easy operation bottom platform rack to support the heavy loads complete with three nos. of glass fiber drum with cover (Red, Blue, Black & Yellow). • Should be light weight and easy in operation. • Three years onsite service warranty (Including all Spares, Accessories and Labour). 		
4.	<p>Wheel Barrows:</p> <p>Specifications:</p> <ul style="list-style-type: none"> • The frame of the wheel barrows is made out of welded MS angle or MS pipe plate as required. One handle made out of MS pipe shall be welded at one end for pulling the wheel barrow. • The frame shall be of suitable size to support three ns. Of bins with handle. • The frame should be fitted with tw / three nos. of rubber wheels and bearings to support smooth movement. • The frame of the wheel shall be painted with single coats of Red Oxide Enamel and two coats of Synthetic Enamel paint. • Lid of the bin shall close to secure infected contents. Separate open space compartment at bottom to carry fresh plastic bags. • Three years onsite service warranty (Including all Spares, Accessories and Labour). 		
5.	<p>Color Coded Waste Collection Bags of various capacities (proper sizes as per bins)</p> <p>Specifications:</p> <p>Capacity – ____ Liters</p> <ul style="list-style-type: none"> • Virgin plastic non-chlorinated specially designed bio-degradable waste collection bags along with multi utility tag. • Poly bags should be customized with bio-hazard sign and pre-printed as per at least CPCB norms /BMW management rules. • Poly Bags should be of durable 40 micron thickness ensuring puncture proof and liquid leakage during bad drag. • Shelf life of the Bio-degradable bag should be 18 months. • Poly bags should be available in CPCB defined color codes (Red, Blue, Black, Yellow) • Product must be BIS / CE Approved. 	/ per Kg	
6.	HUB CUTTER		

	<p>Specifications:</p> <ul style="list-style-type: none"> • Should be compact device that fits easily on the desktop. • Should be portable, safe and cost effective system. • Should be high grade steel cutter and should not rust or becomes blunt even after long use. • Body should be made up of ABS plastic which should avoid rusting and electric shock. • Electrodes preferably should be of copper electrode Nickel-plated. • Burning Temperature deg. C - approx. 900° C. • Should be fitted with removable discharge tray for easy disposal of needle ash and syringe hubs. • Should be of low power consumption. • Should be shock proof, fuse protection with OFF & ON switch. • Should be FDA/CE/BIS approved product 		
7.	Protective Gloves (Acid & Alkali Proof)		
8.	Protective Aprons		
9	Protective Cap		
11.	Protective Mask		
12.	Eye Goggles		
13.	Safety Gum Boots of all sizes		
14.	Puncture Proof Container (Size – 5 Ltrs.))		
15.	Needle Syringe Destroyer (Manual)		
16.	Sodium Hypochlorite Solution (2%; 5 Ltrs. Jar)		
17.	Any other Item (s) a. b. c. d. e.		

Evaluation of Financial Bid:

- i. **Financial bid will be evaluated on the lowest quoted rate basis for transportation and disposal of bio-medical waste.**
- ii. **As regards supply of consumables / accessories, lowest rate quoted bidder for providing transportation and treatment of bio-medical waste will be asked to supply the consumables / accessories on the lowest quoted rate offered by any bidder if their quoted rates are not lowest for the supply of consumables / accessories. If the lowest rate bidder refuses to accept this condition, the second lowest bidder for providing transportation and treatment of bio-medical waste shall be offered the contract.**

Submission of tender:

The tender should reach the office of the “**Director, Indira Gandhi Institute of Medical Sciences – Patna**” on or before **28.12.2015 till 4:00 P.M.** through Registered / Speed Post / Courier. Tender bids received after this date and time shall not be accepted.

Description	Schedule
Dates of sale of tender enquiry documents	Can be downloaded from institute website www.igims.org .
Cost of the Tender Enquiry Document	Rs. 2000 /- (Rs. Two Thousand Only; Non-refundable)
Closing date & time for receipt of Tender	28 / 12 / 2015 up to 4:00 P.M. by regd. Post / speed post / courier.
Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees Two Lakhs only; Refundable)
Date & Time of Opening of Technical Bid	29 / 12 / 2015 at 3:00 P. M. in the Conference Hall of the Institute.

Interested tenderers may obtain tender enquiry document and application forms from the **office of the Senior Bio-Medical Engineer, I.G.I.M.S. – Patna** on payment of non-refundable fee of **Rs.2, 000/-** in the form of D.D. drawn in favour of **“Director, I.G.I.M.S. – Patna” payable at Patna.**

Interested Tenderer may download the bidding documents from the institute web site **www.igims.org**. In case the downloaded documents are used Demand Draft for **Rs. 2, 000/- (Rs. Two Thousands Only)** towards application fee drawn in favour of **“Director, I.G.I.M.S. – Patna”** should be enclosed with the tender.

Tenderers shall ensure that their tenders are complete in all respects. The tender application can be submitted to the Office of the Director, I.G.I.M.S. – Patna through Speed Post / Regd. Post / Courier to the undersigned well in advance so as to reach before the closing date and time.

The incomplete tenders and tenders received after the closing date and time will not be considered. The tenders should be accompanied by Demand Draft for EMD & Application fee (in case the tender form downloaded from website), failing which the tender will be rejected.

Technical Bid, Price Bid, Demand Draft for EMD & Application fee ((in case the tender form downloaded from website) should be kept in separate envelops and all the three envelops duly superscribed and should be kept in a big envelop with superscription **“Tender for Selection of Service Agency for Running & Maintenance of CBWTF”**. In case the tender opening date happens to be a holiday the tender will be opened on the next working day at the schedule time.

The Bidding Documents are not transferable. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

In case the short-listed Company/Firm/Agency/Institution declines to take-up the project after being awarded the contract, it would be barred from applying for any project of any kind in “Indira Gandhi Institute of Medical Sciences – Patna for a period of 5 (Five) years from the date of award.

The decision of the “Director, Indira Gandhi Institute of Medical Sciences – Patna (Bihar)” shall be final, and no enquiries, or application for review, shall be entertained. The “Director, Indira Gandhi Institute of Medical Sciences – Patna (Bihar)” reserves the right to cancel or reject any tender without assigning any reason.

Sd/-
Prof. (Dr.) N. R. Biswas
Director,
I.G.I.M.S. – Patna.