



Limited Tender Enquiry No. :AIIMS Bhopal/HC/MSO/2017-18/001 Dated: 23.05.2017

This Limited Tender Enquiry needed to be issued only to the Authorized Common Biomedical Waste Treatment Facility (CBWTF) Bio Medical Waste Management Agencies registered with Madhya Pradesh Pollution Control Board for handling BMW activities in the Bhopal as per the provision of Bio-Medical Waste (Management & Handling) Rule 2016 only.

Sub:- Limited Tender Enquiry for Providing of Bio Medical Waste Management Services at AIIMS Bhopal Hospital.

## **Notice Inviting Limited Tender Enquiry**

On behalf of **Director, AIIMS Bhopal, Medical Superintendent** invites **Limited Tender Enquiry under Two Bid System (i.e. Technical Bid and Financial Bid)** from eligible **Common Biomedical Waste Treatment Facility (CBWTF)** Authorized Agencies registered with MP Pollution Control Board for providing and handling Bio Medical Waste Management Services **as per the provision of Bio-Medical Waste (Management & Handling) Rule 2016** at AIIMS Bhopal on mutually agreed terms and conditions and satisfactory performance for handling Bio Medical Waste Management at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020, India and the Scope of Work details given at **Schedule of Requirement Section**.

### **LIMITED TENDER ENQUIRY SCHEDULE**

Date of availability of Limited Tender Enquiry document in the AIIMS Bhopal <a href="http://www.aiimsbhopal.edu.in">www.aiimsbhopal.edu.in</a> for downloading/participating	: 23.05.2017
Last Date of downloading/participating in the Limited Tender Enquiry	: 14.06.2017
Date, Time & Place of submission of Bids in the Sealed Envelope under two bid system	: 14.06.2017 up to 14:00 Hrs. in the Tender box kept in the Office of the Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar-462 020 (MP)
Date, Time & Place of Opening of Technical Bid Document	: 14.06.2017 at 15:00 Hrs. in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar Bhopal-462 020 (MP).
Limited Tender Enquiry Document Fee (in Rs.)	: Nil
Date, Time & Place of Opening of Financial Bid	: The Financial Bid of Technically Qualified Bidders only will open and the date and time will be communicated separately in due course of time.

## **PROCEDURE FOR BID PREPARATION AND SUBMISSION**

**Procedure and Documents required for Participating in Two Bid System:**

### **1. Technical Bid Documents:-**

The Envelope superscripted as “**Technical Bid for Providing of Bio Medical Waste Management Services by CBWTF**” must contain following Technical Bid Documents:-

**Technical Bid Documents Copies duly signed and page numbered required to be accompany with Technical Bid Envelope as follows:-**

#### **i) Mandatory Documents:**

- a. **Earnest Money Deposit:- Rs 5,000/- (Rupees Two Thousand only)** in form of FDR/Bank Guarantee drawn in favour of “**Director, AIIMS Bhopal**”, payable at Bhopal with the validity of 180 days from nationalized/scheduled commercial bank along with the quotation failing which the quotation will not be considered.
- b. **Notarized Authorization to the Personnel who will sign the Limited Tender Enquiry/Contract Agreement on behalf of participating Agency:** An Authorization duly Notarized on Non-Judicial Stamp Paper worth of Rs. 50/-to the Personnel who is signing the Limited Tender Enquiry Document on behalf of Participating company on their Official Letter Head is required to accompany with Technical Bid Envelope.
- c. **Undertaking for acceptance of Terms & Conditions of AIIMS Bhopal** against participating this Limited Tender Enquiry should be printed on the Official Letter Head of participating Bidder Company, duly signed and Stamped and accompany with Technical Bid Document as per **Format given at Annexure-II**.
- d. **Undertaking for non-blacklisting by any Govt. Institution** in last three Financial years period and no case pending against firm in any Court/CBI/FEMA on Non-judicial stamp paper worth of Rs. 100/- as per **Format Given at Annexure-III**.

#### **ii). Copy of Valid MP Pollution Control Authorization Certificates for BMW Handling Services under BMW as per the provision of Bio-Medical Waste (Management & Handling) Rule 2016.**

### **2. Financial Bid Documents (Should be submitted in Separate Envelope):-**

- i) **Price Basics:** Unit per Bed price for providing Bio-Medical Waste Management Services should be inclusive of VAT/Sales Taxes and all applicable Expenses up to F.O.R. at AIIMS Bhopal basis.
- ii) **Price Validity:** The quoted prices should remain valid for the Two year period from the date of Rate Contract Agreement/Work Order for commencement of Services (which is earlier) after issuing of Notification of Award by AIIMS Bhopal against this Limited Tender Enquiry. No price variation allowed during the concurrency of Rate Contract (Rate contract with successful CBWTF Agency by AIIMS Bhopal will execute on Rs. 100/- Non Judicial Stamp Paper within 15 days of issue of Notification of Award and deposition of Performance Security Deposit).
- iii) **Fall Clause:** If at any time during the execution of this Rate Contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the

purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Medical Superintendent, The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhopal by the Bidder or AIIMS Bhopal will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

**iv) Price Quotation Format:** Price should be quoted in the “**Financial Bid**” format given at **Annexure-I** strictly by the interested Service Provider Agency.

Both the above sealed envelopes to be kept by Tenderer in another big outer envelope superscripted as “**Limited Tender Enquiry for Providing of Bio Medical Waste Management Services at AIIMS Bhopal Hospital**” in sealed condition by post/per bearer for the providing Bio Medical Waste Management Services detailed given in the **Scope of Work** at **Schedule of Requirement** at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP), India.

The sealed Bid proposals should reached and dropped into the tender Box kept in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP), India on or before 14.06.2017 at 14.00 Hrs. duly sealed & clearly superscripted “**Limited Tender Enquiry for Providing of Bio Medical Waste Management Services at AIIMS Bhopal Hospital**” All quotations should be typewritten or written with indelible ink, duly signed, Stamped and page numbered. All over writing and erased entries will not be considered and treated as deleted entries from the quotations. The Bids receipt after the due date and time, shall liable for rejection.

### **Limited Tender Enquiry Evaluation Process:-**

The Technical Bid shall be opened at 15:00 Hrs on 14.06.2017 in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP), India by the nominated Committee in the presence of the participating Bidders Representatives.

After Technical Evaluation, the Technical Responsive bidders shall be informed through Email/Telephone for opening of their “Financial Bid” on scheduled date which will be informed in due course of time separately.

If any, Agency/Tenderer want to witness the opening of their Bids, they will depute their Authorized representative through Authorization Letter addressing to “Director, AIIMS Bhopal, Saket Nagar, Bhopal” in their official letter head for the same.

**Medical Superintendent  
AIIMS Bhopal.**

## Schedule of Requirement

### Scope of work:-

#### THE SCOPE OF WORK/SERVICES TO BE PROVIDED BY THE AGENCY:-

1. The contractor should have valid authorization from Madhya Pradesh Pollution Control authorities to carry out the handling, reception, storage, transport, treatment and disposal of Bio-medical waste in Bhopal, throughout the period of contract.
2. The selected firm shall be responsible for the handling, reception, transport and disposal of biomedical waste from the hospital and medical college associated with AIIMS Bhopal. It shall be the legal duty of the firm to ensure that biomedical waste is collected, transported and disposed in such a manner that they do not cause any adverse impact on human health or environment, **as per the provision of Bio-Medical Waste (Management & Handling) Rule 2016.**
3. General waste (i.e. all non- hazardous waste materials such as paper, cardboard, plastic, food items and office trash) should not be mixed with bio- medical waste and vice- versa.
4. Sites where the different categories of bio-medical waste is generated would include, but may not necessarily be limited to, all patient- care activity areas, diagnostic service areas, operation theatre areas, labour rooms, ICUs, procedure rooms, wards, nurseries, treatment rooms and practical laboratories & research laboratories in Hospital and Medical College buildings, Animal House, Mortuary. The departments of Anatomy, Physiology, Biochemistry, Pathology, Microbiology, Pharmacology, Community & Family Medicine, and Forensic Medicine & Toxicology are located in the Medical College building. Other Service Buildings in AIIMS Bhopal premises where bio-medical waste is generated are also to be covered under this service.
5. The contractor shall collect the segregated bags of waste from the pre-determined collection points (2-3 Bio- Medical Waste storage rooms decided by the 1<sup>st</sup> party) at pre-determined time (during hospital hours) in special vehicle approved by MP Pollution Control Board (PCB). The CBWTF provider will accept & collect the segregated waste, only in the approved colour-coded non-chlorinated plastic bags. The segregated bags collected from the Bio- Medical Waste storage rooms shall be weighed by the representative of the contractor in presence of authorized hospital representative. Representative of the CBWTF provider shall sign the 'Daily Collection Sheet' in token of acknowledgement of quantity of waste received.
6. All legal responsibility of Bio-Medical Waste treatment shall be of the **Common Biomedical Waste Treatment Facility (CBWTF)** provider immediately after it being picked up from the storage rooms.
7. If any mishap happens during transportation all responsibility shall be that of the CBWTF provider.
8. Irrespective of shut down/break down of the plant/incinerator/CTF, it will be the responsibility of the CBWTF provider to collect Bio-Medical Waste from all Bio- Medical Waste storage rooms every day.
9. The CBWTF provider shall be responsible for any punitive legal action arising out of non-lifting / non- collection and non- disposal of Bio-Medical Waste form AIIMS Bhopal.

10. In case of breakdown, if disposal is not done within 48 hrs (as per rules & regulations of Bio-Medical Waste Management & Handling) Rule 2016, all legal responsibility shall be that of the CBWTF provider.
11. Collection of Bio-Medical Waste will be undertaken daily. In case of default **no payment** shall be made for that particular day/ days. There would be an additional penalty amounting to 1% of the monthly payment if Bio-medical waste is not picked up from AIIMS Bhopal for duration of 48- 72 hours and 2% of the monthly payment for every additional day of failure to pick up.
12. All biomedical waste must be treated or disposed of **within 48 hours** of it being generated.
13. The CBWTF provider shall transport the bio-medical waste in a dedicated covered vehicle to an authorized waste treatment facility which is duly authorized by MPPCB and meets the requirements of Bio-Medical Waste Management & Handling) Rule 2016.
14. It would be the inescapable duty of the CBWTF provider to ensure that the instruments and practices used for the treatment and disposal of the waste comply with the standards prescribed in Bio-medical Waste (Management & Handling) Rules, 2016. AIIMS Bhopal would be free to inspect the site and check documentary evidence to that effect from time to time.
15. The CBWTF provider would be required to assist AIIMS Bhopal in filling annual reports and other reports/ records as mandated by the appropriate pollution control authorities from time to time.
16. The CBWTF provider shall be open for inspection of its waste treatment and disposal facilities by a designated team of AIIMS Bhopal, in order to ascertain its compliance with the provisions mentioned in Bio-Medical Waste (Management and Handling) Rules, 2016.
17. The CBWTF provider shall be required to establish bar coding and global positioning system (GPS) for handling of bio- medical waste and to share the GPS coordinates with the first party.
18. The CBWTF provider shall have to provide training for all its workers involved in handling of bio-medical waste at the time of induction and at least once a year thereafter.
19. The CBWTF provider will need to undertake appropriate medical examination at the time of induction and at least once in a year and immunise all its workers involved in handling of bio-medical waste for protection against diseases, including Hepatitis B and Tetanus, that are likely to be transmitted while handling bio-medical waste and maintain the records for the same.
20. The CBWTF provider will also be responsible for ensuring occupational safety of all its workers involved in handling of bio-medical waste by providing appropriate and adequate personal protective equipment.
21. The CBWTF provider will quote their per Bed prices inclusive of all taxes and expenditure
22. The monthly reimbursement on “actual bed occupancy” basis will be calculated, verified by the AIIMS Bhopal Hospital Administration and shall be payable to the CBWTF provider by AIIMS Bhopal. The Bed Strength is current and will increase in future. The increase in bed strength will be notified as and when increase. The payment to the CBWTF will be made **on actual bed strength** on monthly basis.

## **GENERAL TERMS & CONDITIONS**

1. **Information Availability:** All updated information related with this Limited Tender Enquiry shall be available in the AIIMS Bhopal Website [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) and interested Bidder's requested to visit time to time for keep update themselves.
2. **Communication:** Any Query regarding this Limited Tender Enquiry, the email at following email ID shall be forwarded: [etender@aiimsbhopal.edu.in](mailto:etender@aiimsbhopal.edu.in)
3. **VALIDITY PERIOD OF CONTRACT AGREEMENT FOR PROVIDING BIOMEDICAL WASTE MANAGEMENT SERVICES TO THE INSTITUTE:-**The agreement between AIIMS Bhopal and successful L-1 Rate Offered CBWTF Service Provider Agency shall come into effect from and shall remain in force for a period of **Two years and it will be further extendable for Six month period on mutual agreement and satisfactory performance basis.**
4. **STRICT COMPLIANCE OF STATUTORY/MANDATORY CLAIMS/PENALTIES PAYMENT:-** The CBWTF provider, shall be responsible for any type of statutory/mandatory claims or penalties in light of default with reference to the provisions of Bio Medical Waste (Management & Handling) Rule 2016 and directions (if any) issued by Madhya Pradesh Pollution Control Board time to time should be followed strictly for handling AIIMS Bhopal Bio Medical Waste Management Services.
5. **PENALTY CLAUSES:-** In case the CBWTF Service Provider Agency fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the Contract the First Party (i.e. AIIMS Bhopal) reserve the right to impose the Penalty and shall be deducted from the concerned month Bill of the Contractor on account of recovering to loss to the Government. Collection of Bio-Medical Waste will be undertaken daily. In case of default **no payment** shall be made for that particular day/days. There would be an additional penalty amounting to 1% of the monthly payment if Bio-medical waste is not picked up from AIIMS Bhopal for duration of 48- 72 hours and 2% of the monthly payment for every additional day of failure to pick up.
6. **RAISING OF MONTHLY BILLS AND ITS VERIFICATION, PAYMENT & DEDUCTION OF APPLICABLE TAXES, PENALTIES:-** The payment shall be released on receipt of the monthly bill from CBWTF provider, which shall be verified by Nodal Officer of Bio Medical Waste Management Services and forwarded by the Hospital Administration Authority for financial concurrence and approval of the competent authority. The payment shall be made preferably by RTGS/NEFT basis only. Deduction of MP VAT/Taxes (if any) (Service Tax is exempted to AIIMS Bhopal) shall be made at source.
7. **COMPLIANCE OF ALL THE TERMS & CONDITIONS BY CONTRACTOR:-** Besides the Terms & Conditions mentioned above, the CBWTF provider shall be responsible for strictly adhering to all the Term & Conditions mentioned in the EOI Document/Limited Tender Enquiry Document/ Amendments/ Corrigendum/ Consent Letter/ NOA/Work Order etc. for execution of Bio Medical Waste Management Services at AIIMS Bhopal.
8. **BASIS OF PER BED UNIT RATE FOR BMW SERVICES:-** The quoted per bed per day price for providing Bio Medical Waste Management Services by CBTFW for AIIMS Bhopal offered by the CBWTF provider are inclusive of everything i.e. all expenditures and taxes like VAT/ Taxes (Service Tax exempted to AIIMS Bhopal)/Transportation/Collection/handling/disposal from First Party to the Bio Medical Waste Management & Disposable Facility at Second Party as per the detailed scope of work given at "Schedule of Requirement" above shall be unchanged during the entire period of contact including extended period (if any).

The monthly reimbursement on "actual bed occupancy" basis will be calculated, verified by the AIIMS Bhopal Hospital Administration and shall be payable to the CBWTF provider by AIIMS Bhopal. The Current functional Bed Strength is 300 beds and it is expected that bed strength

may be further extended 100-200 more Beds in December 2017. If the bed strength exceeds from 300 beds during the period of contract, the payment to the CBWTF provider will be made accordingly on monthly basis on their agreed per bed approved rates basis.

**9. PERFORMANCE SECURITY DEPOSIT (FOR 27 MONTHS):-**The successful L-1 CBWTF Provider will liable to be deposit the Performance Security Deposit @ 10% Amount of expected Annual Value of the BMW Work, which shall be worked out through the obtained L-1 Per Bed Rate inclusive of all for 300 Beds basis within 15 days time in favour of “Director, AIIMS Bhopal” in the form of FDR/Performance Security Bank Guarantee drawn form any Nationalized Scheduled/Commercial Bank (if it is given in BG form, AIIMS Bhopal will provide the Format to the Agency) valid for the period of Twenty Seven (27) months from the Date of Signing of Contract Agreement with AIIMS Bhopal by the Agency before the commencement of Services at AIIMS Bhopal.

**10. PAYMENTS TERMS:-** The monthly reimbursement on “actual bed occupancy” basis will be calculated, verified by the AIIMS Bhopal Hospital Administration and shall be payable to the CBWTF provider by AIIMS Bhopal. The current functional Bed Strength is 300 beds and it is expected that bed strength may be further extended 100-200 more Beds in addition to current Beds till December 2017 at AIIMS Bhopal. If the bed strength exceeds 300 beds during the period of contract, the payment to the CBWTF provider will be made accordingly on monthly basis on agreed approved per bed rates for any of additional beds also. In case the Bed Strength will not reach up to 300 Beds, the reimbursement will be made on actual Beds basis to the Agency. Payments shall be made against Invoice/Bills in the name of “Director, AIIMS Bhopal, Saket Nagar, Bhopal” in triplicate duly signed by authorized signatory of the Service Provider Agency along with the copies of respective BMW Services Registers maintained by the BMW Service Provider Agency or Ward/Point care area, where from the Bio Medical Waste Service Provider Agency will collect the Bio Medical Waste with the number of actual Beds during the month on date wise recorded (if applicable). The Bill along with requested records copies on each month shall be submitted by the Service Provider Agency to the designated nodal officer nominated by the AIIMS Bhopal Hospital Administration for verification and after verification the nodal officer will forward it to the Finance Department with their recommendations for release of admissible payment claim to the Agency for BMW Services provided for number of Beds during the month by the Service Provider Agency.

**11. PAYMENT TO ENGAGED BIO-MEDICAL WASTE MANAGEMENT HANDLING MANPOWER BY THE CONTRACTOR & INDEMNITY BOND:-** The contractor shall follow the Contract Labour (R&A) Act, 1970 strictly and moreover, he shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen’s Compensation, EPF and any other laws and rules applicable, in this regard. It shall be the duty of the service provider to make monthly remuneration to his engaged manpower including ESI, EPF and applicable Bonus as per the prevailing Labour Laws and norms preferably first week of each month.

If on account of non-compliance with the provisions of any laws, AIIMS Bhopal is called upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to AIIMS Bhopal for all such payment and AIIMS Bhopal shall be free to make deductions on this account from the amount of Performance Security Deposit, in which case, the Contractor shall immediately pay to the AIIMS Bhopal such amount as may be necessary to make up the required Performance Security Deposit, or from the dues which may be payable by the AIIMS Bhopal to the Contractor. The Contractor will sign an **Indemnity Bond** in favor of

AIIMS Bhopal to this effect. No liability whatsoever shall attach to the AIIMS Bhopal on account of or any failure on the part of the service provider to observe these regulations.

- 12. MEDICAL FITNESS & VACCINATION FOR HEPATITIS 'B' FOR DEPLOYED BIO MEDICAL WASTE MANAGEMENT MANPOWER:-** All the personnel deployed by the contractor shall be medically fit and their antecedent be verified prior to the deployment in AIIMS Bhopal, Saket Nagar, Bhopal - 462020 (MP). Persons at higher risk should be vaccinated against Hepatitis 'B' by the Contractor on his own cost.
- 13. MAINTENANCE OF RECORDS:-** The contractor has to maintain all the appropriate records related with his offered Bio Medical Waste Management services at his own cost as required by various Government departments. Contractor will provide the requested records/data as and when asked by the AIIMS Bhopal Hospital Administration during the Contract Validity Period/Any extended period and also in case of Contract Completion (if any). In case of any violation of any statutory provisions under any applicable law related to the work, the liability of the same shall devolve on the contractor and not on AIIMS Bhopal administration.
- 14. REVIEW & TERMINATION ON ACCOUNT OF POOR QUALITY OF WORK:-** It may be noted that quality of Bio Medical Waste Management Service and Operations as per "Scope of Work" given at "Schedule of Requirement" above are the essence of the Contract. If at any time it is seen that, a result of the poor quality of Bio-Medical Waste Management continues for a period of 15 days, the Contract may be Terminated after giving three months' notice.
- 15. TERMINATION OF THE CONTRACT:-** The contract can be terminated by the Director, AIIMS Bhopal, by giving three months' notice. The Contractor, if so desire to terminate the contract on his part, he will be required to give six months' prior notice or till AIIMS Bhopal is able to make alternative arrangements, whichever is earlier to AIIMS Bhopal Administration in writing.
- 16. PROHIBITION FOR DEPLOYMENT OF MINORS:-** The contractor shall not engage the personnel below the age of 18 years.
- 17. FORCE MAJURE:-** Any failure of omission or commission to carry out the provision of this Agreement by the contractor shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include acts of natural calamities such as flood, earthquake, from civil strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war(whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force majeure conditions.
- 18. PROHIBITION FOR TRANSFERING/SUBCONTRACTING ASSIGNED WORK TO OTHER PARTY:** The contractor shall not engage any Sub-Contractor or Transfer the contract to any other service provider.
- 19. DISPUTES & ARBITRATION:-** The AIIMS Bhopal and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If a dispute of any kind whatsoever that cannot be resolved the same shall be referred to the sole



arbitration of the Director, AIIMS Bhopal, it is also a term of this Contract that no person other than a person appointed by the Director, AIIMS Bhopal as foresaid should act as an Arbitrator. As aforesaid the provisions of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

**20. MODE OF SERVING NOTICE:-** Communications between Parties which are referred to in the Contract Agreement are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act.) Subject to as otherwise provide in this Contract all notices to be issued on behalf of the AIIMS Bhopal and all other actions to be taken on its behalf may be given or taken by the Director, AIIMS Bhopal or his nominated Official. If sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

**21. GOVERNING LANGUAGE:-** Governing language for the entire contract and communications thereof shall be in English only.

**22. STAMP DUTY:-**The Contractor shall bear and pay any stamp duty and registration charges of the Contract.

**23. LAW:-** The Contract shall be governed and construed in accordance with the law in India.

**24. BEARING OF LITIGATION COST:-** Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all compensation/damage/expenses/fines. The concerned contractor personnel shall attend the court as and when required.

**25. LEGAL JURISDICTION:-** No Legal suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of Law except principal court of Ordinary Civil Jurisdiction at Bhopal which shall have exclusive jurisdiction to the exclusion of any outside court.

**26. EXCLUSIVE RIGHT TO THE DIRECTOR, AIIMS BHOPAL, INDIA**

The Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease manpower/Scope of work/Amend/Accept/Reject any Offer against this Limited Tender Enquiry as per his discretion at any time without assigning any reason during the currency of this Rate Contract Period.

**Medical Superintendent  
AIIMS Bhopal**

# Annexure-I

## AIIMS BHOPAL LIMITED TENDER ENQUIRY FOR FINANCIAL YEAR 2017-18

### Financial Bid (Price Quotation)

**(Strictly in the format given below only in sealed Envelope in the Letter head of the Service Provider Agency superscripted at “Financial Bid”)**

**Limited Tender Enquiry No. : AIIMS Bhopal/HC/MSO/2017-18/001 Dated: 23.05.2017**

Quotation Reference No. of the Tenderer: -

Dated: .....

S. No.	Description	Offered Rate for Per Bed Per Day for BMW Services ( in Rs.)	Taxes (in % and in Rs.) On Col. No. 3	Other Expenditure (in % and in Rs.) On Col No. 3	Total Per Bed Per Day Price for BMW Services inclusive of all Taxes & Expenditures (in Rs.) 6=3+4+5
(1)	(2)	(3)	(4)	(5)	(6)
1.	For Providing outsourced Bio Medical Waste Management Services like collection, Reception, Transportation, Treatment and Disposal of Segregated Bio Medical Waste generated at AIIMS Bhopal premises within 48 Hours strictly as per the Bio Medical Waste (Management & Handling) Rule 2016 and Madhya Pradesh Pollution Control Board Rules and Regulations for the period of Two Years and further extendable for Six months based on satisfactory performance and mutual agreement basis.				
<b>In Words:-</b>					

1. The monthly reimbursement against actual Beds basis will be calculated, verified by the Nodal Officer of AIIMS Bhopal and shall be payable to the Contractor by AIIMS Bhopal. The Current functional Bed Strength is 300 Beds and it is expected that bed strength may be further extended 100-200 more Beds in December 2017. If in case, the more beds beyond the 300 Beds will be added at AIIMS Bhopal, the payment to the Agency will be made accordingly on monthly basis on their approved per Bed Rates to them.

2. The above quoted unit rates of per Bed per Day for handling Bio Medical Waste Management Services is inclusive of all Taxes for the delivering Outsourced Bio Medical Waste Management Services at **AIIMS Bhopal for the Period of Two Years from the Date of Commencement of Bio Medical Waste Management Services at AIIMS Bhopal** in the above approved and accepted prices. Cost of Transportation, Manpower Deployed and any other Expenditure by the Contractor used during performance of services and applicable statutory Taxes/License Renewal Fee shall be inclusive of per Bed per Day Rate and AIIMS Bhopal will not pay any extra Amount to the Contractor beyond the agreed price in the entire period of Contract or further extended period if any. Contractor will submit his each month bill for claiming his payment against Services Offered for reimbursement along with all necessary documents/supporting indicated by AIIMS Bhopal for necessary crosschecking/verification before releasing payment after due deductions ( like MP VAT/Taxes/LD(if any) on actual beds per month basis.
  
3. **The work to be allotted to the L-1 Service Provider Agency who has quoted per Bed Per Day Rate inclusive of all Taxes and Expenditures against this Limited Tender Enquiry Document.**

**Name(s) & Signature of the Bidder with Stamp/Seal**

Name of the Firm .....

Authorized Signatory: .....

Contact Details: Cell Nos.....Email Id : .....

## Annexure-II

### **Undertaking for Acceptance of Terms & Conditions of AIIMS Bhopal**

**(Should be printed on the Official Letter Head of participating Bidder Company, duly signed and Stamped and accompany with Technical Bid Document)**

**Limited Tender Enquiry No. : AIIMS Bhopal/HC/MSO/2017-18/001 Dated: 23.05.2017**

To

**The Director,  
AIIMS Bhopal,  
Saket Nagar, Bhopal-462 020 (MP), India**

Sir,

1. The undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of this Limited Tender Enquiry document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL, SAKET NAGAR, BHOPAL-462020 (MP) INDIA to provide the services mentioned in the Scope of Work in the Schedule of Requirement in the approved per bed per day prices to AIIMS Bhopal, during the Rate Contract period under this contract.
3. I/We will provide Bio-Medical Waste (Management & Handling) Rule 2016 and directions issued by MP Pollution Control Board time to time and complied by our Agency at AIIMS Bhopal Hospital. The decision of the Director, AIIMS Bhopal, India (herein after called the said officer) as regard to the quality of Services providing my Agency shall be final and binding on me.
4. Bid security/Performance security @10% of the Annual Work Order Value be deposited by me in the form of FDR/Bank Guarantee in the name of "Director, AIIMS Bhopal", payable at Bhopal as attached herewith and shall remain in the custody of the Director till the validity of the Tender Contract plus three month (i.e. for 27 months).
5. Should the said officer deem it necessary to change any scope of the work is being found of inferior quality, it shall be take the immediate attention by me/us free of cost in time to prevent inconvenience.
6. I/We hereby undertake to carry out all the services as mentioned in the Scope of work/any additional Services related with Bio Medical Waste Management Services during the validity of tender as per directions given in Limited Tender Enquiry Document/Notification of Award/Work Order/Contract Agreement within stipulated period positively.
7. If I/We fail to deliver the services in stipulated period the AIIMS Bhopal hospital has full power to compound the loss through imposing penalty as per the Terms and Condition of this Limited Tender or forfeit the Bid Security/security deposit.

8. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the Service Provider Agency.
9. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIMS Bhopal will be valid for Two year from the date of approval of the rate contract. I undertake to provide the Bio Medical Waste Management Services as per the Scope of work/any additional work related to Bio Medical Waste Management Services as directed by AIIMS Bhopal. I undertake to deliver the Services within agreed service delivery periods and if fail to carryout assigned services during the stipulated period the necessary action can be taken by the Director, AIIMS Bhopal, India.
10. I/We undertake that if the rates of per Bed per day is lowered due to any reason, I will charge the lower rates from AIIMS Bhopal during the validity of this Contract Agreement.
11. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
12. Affidavit regarding No CBI Inquiry/FEMA/ Criminal proceeding/Black listing is pending or going on against the Bidder firm is also enclosed. I undertake that, I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
13. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs.

### **Affirmation**

I pledge and solemnly affirm that the information submitted in this Limited Tender Enquiry Document is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period The Director, All India Institute of Medical Sciences, Bhopal (India) will have full authority to take appropriate action as he/she may deem fit.

**Signature of the Service Provider Agency Authorized Signatory with seal of the firm**

**(Name of Service Provider Agency)**

Place .....

Date.....

## ANNEXURE – III

### **CRIMINAL LIABILITY UNDERTAKING**

*(To be executed on Rs.100/-Non-judicial Stamp Paper duly attested by Public Notary)*

**Limited Tender Enquiry No. : AIIMS Bhopal/HC/MSO/2017-18/001 Dated: 23.05.2017**

I.....S/o..... Resident of  
.....

..... Do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of

M/s. ....

1. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales Tax/ Blacklisting is pending against my firm.

**Name & Signature**

**Seal of the participating Service Provider Agency Authorized Signatory with Date**

**Affirmation/Verification**