

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-04-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-04-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Environment Forest And Climate Change
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Indian Council Of Forestry Research And Education (icfre)
Office Name/कार्यालय का नाम	Forest Research Institute, Dehradun
क्रेता ईमेल/Buyer Email	buycon23.icfrei.ua@gembuyer.in
Item Category/मद केटेगरी	Biomedical Waste Management Service - Collection, Lifting, Transportation, Treatment, Ways of Disposal; NEW FOREST HOSPITAL, FOREST RESEARCH INSTITUTE, DEHRADUN, 248006
Contract Period/अनुबंध अवधि	2 Year(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	180000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director
Forest Research Institute, Dehradun, NA, Indian Council of Forestry Research and Education (ICFRE), Ministry of Environment Forest and Climate Change
(Director, Forest Research Institute, Dehradun)

UIN Number NCTGC2415P

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Biomedical Waste Management Service - Collection, Lifting, Transportation, Treatment, Ways Of Disposal; NEW FOREST HOSPITAL, FOREST RESEARCH INSTITUTE, DEHRADUN, 248006 (20)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Scope of Work Activity	Collection , Lifting , Transportation , Treatment , Ways of Disposal
Areas of biomedical waste collection	NEW FOREST HOSPITAL, FOREST RESEARCH INSTITUTE, DEHRADUN, 248006
Category of Biomedical Waste	Polycarbonate Jars , White puncture proof containers , Needle Cutters , Face Mask , Gloves , Apron , PPE kits , Goggles , Chemical disinfectants , Injections & needles , Syringes , Scalpels , Broken Glass , Human Anatomical , Medicines

Specification	Values
Biomedical treatment facility	Owned by bidder
Scheduling of biomedical waste collection	Daily
Vehicle Monitoring System	GPS locations
State	NA
District	NA
Zipcode	NA
Biomedical treatment Certification	Yes
Buyer to do Service Provider's Site Inspection	No
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Waste Pickup Address	NEW FOREST HOSPITAL, FOREST RESEARCH INSTITUTE, DEHRADUN, 248006
Number of Beds	28

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Weight of waste collected in a month in kg	Additional Requirement/अतिरिक्त आवश्यकता
1	Prakash Chandra Pandey	248006, Forest Research Institute, P.O. New Forest	20	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

New Forest Hospital, ICFRE-Forest Research Institute, Dehradun 248006

Hiring a Service Provider for Biomedical Waste Management for New Forest Hospital, Forest Research Institute, Dehradun.

(Collection, transportation, treatment and disposal of bio-medical waste)

Tender documents may be downloaded from GeM Portal.

Page 1 of 13

Tender Document Hiring Service Provider for Biomedical Waste Management for New Forest Hospital, ICFRE- Forest Research Institute Dehradun.

1. The Director, Forest Research Institute, Dehradun invites online tenders under two bid system (i.e. Technical and Financial bid) from Authorized agencies registered with State/Centre Pollution Control Board under the provision of **Bio Medical Waste (Management & Handling) Rule 2016** for providing and handling Bio Medical Waste Management Services for New Forest Hospital, Forest Research Institute Dehradun as detailed in schedule of Requirement at GeM Portal (URL: <https://gem.gov.in/>) for a period of two years, which may extend for further one year subject to satisfactory services on mutual consent.
2. New Forest Hospital Forest Research Institute Dehradun is providing indoor and outdoor facilities, which provides OPD services to the patients at primary level. Director, Forest Research Institute, Dehradun intends for hiring of Service Provider for Collection, Transport, Treatment and Disposal of bio medical waste for New Forest Hospital Forest Research Institute Dehradun.
3. The agencies are advised to visit the premises to get the onsite assessment of the work on any working day between 09:30 AM to 05:30 PM by obtaining prior appointment from the undersigned.
4. The Tender document and other detailed terms & conditions can be downloaded at GeM Portal (URL: <https://gem.gov.in/>).
5. Tenders and supporting documents should be uploaded through GeM Portal (URL: <https://gem.gov.in/>) and Hard copy of the tender documents will not be accepted.

6. The Director, Forest Research Institute, Dehradun reserves right to relax/amend/change any of the above parameters i.e. eligibility qualification/scope of work etc. or reject any quotation in full or part thereof without assigning any reason.

Bids will be accepted through GeM portal, Offline bids will not be accepted under any circumstances.

1) INSTRUCTIONS FOR THE TENDERER/BIDDER:

- 1. The bidder must be a registered entity legally authorized to operate in bio medical waste management sector.**
2. Before submission of online Bids, TENDERERS/BIDDERS must ensure that self-attested scanned copies of all the necessary documents as mentioned in Chapter 1 "Schedule of Requirement" of this tender document have to be uploaded with the Bid, failing which their bids may be outrightly rejected and will not be considered.
3. The conditional bids shall not be considered and may be outrightly rejected in very first instance.
4. Experience certificate of providing services in biomedical waste management for health care institution.
5. An affidavit as per the format enclosed at **Annexure 'A'** should accompany the tender. The tenderer who has been Black-listed or his/her tenders/supply order have ever been cancelled or any legal proceedings have ever been initiated/pending by any State/UT/Central Government, or any adverse order for penalty/fine has ever been passed, his/her tender will be outrightly rejected.
6. The bidder must comply with all relevant statutory laws and environmental regulations regarding bio medical waste management.

2) EARNEST MONEY DEPOSIT (EMD):

The bidders are required to submit a Demand Draft of Rs. 4,500/- (Rupees Five Thousand only) in the name of "The Director, Forest Research Institute" payable at Dehradun as Earnest Money from any nationalized bank. The soft copy of the EMD shall be uploaded in GeM Portal. The original Demand Draft must be dropped in tender box located in the office of the purchase officer, Forest Research Institute, P.O. New Forest, Dehradun, Uttarakhand Pin 248006 on or before last date of BID submission. BIDS without proof of EMD summarily be rejected. Firms claiming exemption from submitting EMD as per rule should submit the valid exemption certificate.

3) TECHNICAL BID:

- a. The tenderer should submit scanned copy of documentary proof of his/her eligibility as mentioned in Chapter 1 "Schedule of Requirement" of this tender document.
- b. The Financial Bid of only those bidders will be opened who qualify in the technical bid.

4) FINANCIAL BID:

The Financial Bid shall be quoted by the bidder/ tenderer through GeM portal. The Financial

Bid should contain Price Schedule only.

The rates quoted should be for complete services of handling, collection, transport, treatment & disposal of bio medical waste of New Forest Hospital, Forest Research Institute Dehradun.

5) SCOPE OF WORK: The scope of services includes the following

1. Collection and segregation:

- a. Collection segregation and transportation of bio medical waste from all department (Ward, Operation Theater, diagnostic center, labs etc.) in the New Forest Hospital, Forest Research Institute Dehradun.
- b. Segregation should follow the prescribed color-coded system (Yellow, Red, Blue, White)

2. Transportation:

- a. Safe transportation of bio medical waste from the premises of New Forest Hospital, Forest Research Institute, Dehradun to authorized disposal sites ensuring compliance with local and national regulations.

3. Disposable:

- a. Proper disposal of bio medical waste through incineration, autoclaving or other methods as per government guidelines.
- b. Ensure that all the waste is disposed of in an eco-friendly manner with minimal environmental impact.

4. Documentation and compliance:

- a. Maintain proper records of waste collection, transportation and disposal.
- b. Provide regular compliance reports as required by regulatory authority.

5. Training:

- a. Provide training for hospital staff regarding safe handling, segregation and storage of bio medical waste.

6) GENERAL TERMS & CONDITIONS:

1. Service Provider should be registered with State/Centre Pollution Control Committee/Board under Bio Medical Waste Management.
2. The Service Provider should have valid authorization from State/Centre Pollution Control Committee (SPCB/CPCB) authorities to carry out the handling, collection, transport, treatment and disposal of biomedical waste in and around New Forest Hospital, Forest Research Institute Dehradun throughout the period of contract.
3.
 - a). The selected firm (service provider) shall be responsible for handling, collection, treatment, transport and disposal of biomedical waste from New Forest Hospital, Forest Research Institute Dehradun.
 - b). Waste generated will be calculated based on the number of total beds in the hospital i.e. 28 beds. (example - if rate is Rs 5/bed then it shall be on basis of $5 \times 28 = 140$ Rs/Day)
 - c). The service provider shall be responsible for the health checkup and vaccination of his staff from time to time as per quality norms.
4. It shall be the legal duty of the service provider 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 provisions of bio medical waste (Management & Handling) Rules 2016 as amended from time to time.
5. Service provider should possess required vehicles for disposal of bio medical waste approved under rules framed by State/Centre Pollution Control Board and Ministry of Environment Forest & Climate Change Government of India.

6. The service provider shall transport the biomedical waste in a dedicated covered vehicle to an authorized waste treatment facility, center as per Rules and instructions issued by State PCB from time to time, in case of breakdown of vehicle, service provider should provide alternate approved vehicle under rule at its own risk and expense.
7. All legal responsibility of bio medical waste management & disposal shall be of the service provider immediately after it being picked up from the storage rooms of New Forest Hospital, Forest Research Institute Dehradun.
8. If any mishap happens during transportation, all responsibility shall be that of the Service Provider.
9. Irrespective of shut down/ break down of the plant/ incinerator/ CTF of the Service Provider, it will be the responsibility of the contractor to collect bio medical waste from storage sites of New Forest Hospital, Forest Research Institute Dehradun including Sunday and Holiday.
10. The Service Provider shall be responsible for any punitive legal action imposed by legal authorities arising out of non- lifting/ non- collection and non- disposal of bio medical waste from New Forest Hospital, Forest Research Institute Dehradun.
11. 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 service provider.
12. It would be inescapable duty of the service provider to ensure that the instrument and practices used for the treatment and disposal of the waste is duly complied with the standards prescribed in bio medical waste (management & handling) rules, 2016 and Amendment Rules 2018, 2019 & amended time to time.
13. The service provider would be required to assist New Forest Hospital, Forest Research Institute Dehradun in filling annual reports and other reports/ records as mandated by the appropriate pollution control authorities from time to time.
14. The collection and transportation of bio medical waste shall be carried out in a manner to avoid any possible hazard to human health and environment. The agency shall collect biomedical waste everyday including on any holiday or Sunday without fail.
15. Rules and regulations issued by State Pollution Control Board/Central Pollution Control Board from time to time must be followed.
16. Certificate of quarterly inspection carried by representative of State Pollution Control Committee should be produced by service provider within one month during the validity period of contract.
17. Any damage/pilferage of the hospital property due to mishandling, carelessness of the outsourcing agency or his work men will be recovered from the service providers.
18. During execution of work, the service provider should follow all standard norms of safety measures/precautions to avoid accidents/damages to men, machines and buildings etc. On violation of norms, competent authority reserves the right to cancel the agreement or recover the damages from the agency.
19. The person responsible for collection of biomedical waste shall wear proper protective gear and carry a register with him to maintain the records such as name of the generation point, type and quantity of waste received, signature of the authorized person, day and time of collection etc. transportation of wastes from generation point to plant is responsibility of the service provider. The bag/bin carrier in which wastes are transferred shall be borne and maintained by the agency with proper labeling.
20. It shall be ensured that the total time taken from generation of biomedical waste to its treatment, which also includes collection and transportation time, shall not exceed 24 hours.
21. It shall be the duty of the Service Provider to establish Bar Coding at the Bio medical waste and Global Positioning System of the Vehicle for Handling of Bio Medical Waste in accordance with the Guidelines issued by the State Pollution Control Board.
22. The acceptance of tender will have binding effect on the Service Provider and he/she has

- s to provide the tendered services within the stipulated period as mentioned in the work/contract order. Subletting of Contracts shall not be allowed under any circumstances.
23. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non-judicial stamp paper, which finally form contractual obligations to be adhered to /performed by the bidder and the nonperformance of any of such obligations shall make the bidder liable for consequential effects i.e. blacklisting for future etc.
24. The successful bidder shall have to execute an agreement with New Forest Hospital, Forest Research Institute Dehradun on a non-judicial stamp paper of Rs. 100/- (Rupees One Hundred Only) within 15 days as may be conveyed in this regard and in case they failed to do so, New Forest Hospital Forest Research Institute Dehradun shall be at liberty to forfeit the earnest money and get the Service Provider black-listed as per policy of New Forest Hospital, Forest Research Institute Administration.
25. The bidders shall be responsible for providing and replacing large size, medium size & small size poly bags & bar coding (non-chlorinated, 100% LLDPE Virgin, Standard Thickness, colored & printed as per schedule IV (Part 1 & 2) of "BMW 2018" and QR Code (Barcode) sticker designed for individual Health Care Facility)

7) PERFORMANCE SECURITY DEPOSIT:

The successful tenderer will have to deposit performance bank guarantee @3% of the total work order value in the form of Fixed Deposit Receipt (FDR) from any nationalized bank duly pledged in the name of Director, Forest Research Institute, Dehradun within 15 days of issuance of letter of intent by the competent authority and the security deposited in connection with any other similar tender will not be considered against this tender. If successful tenderer fails to submit requisite performance security deposit within prescribed 15 days, the Earnest Money will be forfeited and New Forest Hospital ICFRE-Forest Research Institute Dehradun shall be at liberty to get the said order executed from other firm/company at the risk & cost of successful bidder. The validity of Performance Security Deposit shall be remained valid for a period of 180 days beyond the date of completion of contract period starting from the satisfactory start of the services.

8) TERMS OF CONTRACT:

- 1) The said service provider will work for a period of two years from the date of agreement which may be extended for another one year on mutual consent in writing with same terms & Condition subject to satisfactory performance report from the in-charge of the hospital/dispensary.
- 2) After allotment of the order, the service provider shall execute the services from the date mentioned in the work order/contract. Services provider to ensure management and disposal of BMW on daily basis in compliance with governing law, rules/ guidelines etc.

9) PENALTY:

New Forest Hospital, Forest Research Institute Dehradun, without prejudice to other remedies available under the terms & conditions of the agreement, reserves the right to impose penalty

on service provider, if it fails to provide the services as per agreement and terms & conditions of tender. The Director Forest Research Institute Dehradun reserves the right to relax the penalty clause if genuine reasons for delay have been justified by him in writing. Agreement may be terminated if services are not made within stipulated period or within further extended period if allowed by the Director, Forest Research Institute Dehradun. This penalty is without prejudice to other legal implication as provided under governing law, rules and guidelines. **The work/contract order will stand** automatically cancelled if the services are not made within the stipulated period including extension period.

- a. Collection of bio medical waste will be under taken daily. In case of default no payment shall be made for that particular day/ days. There would be penalty amounting to 1% of the monthly payment if bio medical waste is not picked up from New Forest Hospital Forest Research Institute Dehradun for duration of 48 hours and 2% of the monthly payment for every additional day of failure to pick up.

10) SEGREGATION, COLLECTION, TRANSPORTATION TREATMENT OF WASTE:

New Forest Hospital shall provide segregated waste to the Contractor/Agency. The wastes shall be segregated as per the provisions of the bio medical waste management rules 2016. The designated color polythene bags and containers for sharp will be put in respective color-coded bins & areas and lifted from time to time after they become two third full. Bags are to be closed by tying a string/ tie and taken to the plant site for disposal. Each bag shall be as per BIS standards or barcode system for effective management of bio medical waste under the provision of bio medical waste management rule, 2016 and as amended time to time. The colored containers shall be strong enough to withstand any possible damage that may occur during loading, transportation or unloading of such containers. All the bags/ containers/bin. Used for collection and storage of bio-medical waste, must be labeled with the Symbol of Bio Hazard or Cyto-toxic Hazard as the case may be as per the type of waste in accordance with the BMW Rules, 2016. Sharps shall be collected item in designated containers as prescribed in BMW rules 2016 amendment 2018, 2019, at all the points in the hospital. The person responsible for collection of bio medical waste shall also carry a register with him to maintain the record such as name of generation point, type and quantity of Waste received, signature of the authorized person (I/C sister/ on duty nursing staff), day and time of collection, etc. The collection and transportation of biomedical waste shall be carried out in manner so as to avoid any possible hazard to human health and environment. The timing of collection of waste will be preferably within or mutually agreed. The Bio Medical Waste collected in poly bags shall be transported to the Common bio medical waste treatment facility (CBWTF) in a fully covered vehicle. Such vehicle shall be dedicated for transportation of bio medical waste.

11) RECORD MANAGEMENT:

The Service Provider shall maintain all the records related to bio-medical waste management of New Forest Hospital. Daily records shall be maintained for the waste accepted.

12) CONFIDENTIALITY:

The service provider must ensure the confidentiality of any patient information or hospital data encountered during service delivery.

13) CLARIFICATION OF TENDER

Any query regarding tender document must be submitted before closing date of tender at GeM portal & Purchase Officer Forest Research Institute in mail id po_fri@icfre.org

14) FORCE MAJEURE:

If at any time, during the continuance of this agreement, the performance in whole or in part by either party, of any obligation under this agreement be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), a notice of happenings of any such eventuality is to be given by either party within 07 days from the date of such occurrence thereof to the other party and neither party shall due to reason of such event be entitled to terminate this agreement nor shall either party have any such claim for damages against the other in respect of such nonperformance or delay in performance. The operation of agreement shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Director, ICFRE-Forest Research Institute, Dehradun as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may a this option terminate the agreement. Not with standing anything contained in the clause, medical emergency situation like spread of pandemic shall not amount to force majeure situation.

15) BLACKLISTING OF TENDERER:

Tenderer participating in the tender and short listed after due processing of tender can be blacklisted, for non-fulfilling the requisite requirements of the tender documents/supply order or for concealing any information or for furnishing any false documents/statements in the tender.

16) ARBITRATION:

- a. Except as otherwise provided elsewhere in the agreement, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the agreement or out of or relating to the agreement or the breach thereof, shall be referred to a Sole Arbitrator i.e. Director, Forest Research Institute, Dehradun at the time of the dispute.
- b. The Director, Forest Research Institute Dehradun reserves the right to accept or reject any tender without assigning any reason.

17) L1 CLAUSE:

- a. The Agency shall quote its rates for providing the bio medical waste services at New Forest Hospital, Forest Research Institute Dehradun with collection, transportation, treatment and disposal of biomedical waste on the applicable rates at the time of submission of tender:
- b. Rates should be quoted in price with inclusive of all additional charges and GST as applicable.
- c. L1 Agency will be decided on the basis of Lowest Price quoted by the firm.

Note:-

In case of any dispute regarding award of tender, decision of the competent Authority of Forest Research Institute Dehradun would be final.

**Bids Submission Regarding:
Technical Proposal-**

- a. Company profile including experience in bio medical waste management.
- b. Licenses and certification
- c. Proposed method of handling segregation and disposal of waste.
- d. Staff quantification by experience
- e. List of equipments/vehicles used for the collection disposable of waste.
- f. Other document for proof of statutory compliance (local authority permit/environmental clearance etc.)

ANNEXURE- 'A'

(To be furnished on non-judicial stamp paper duly attested)

AFFIDAVIT

I/We/M/s _____ are registered as Service Provider of _____ as per Pollution Control Board _____ of State/Centre _____ regarding Certificate No. _____ issued by _____

_____ having registered office at and treatment facility base at _____ do hereby declare and solemnly affirm that I/We have not been Black-listed, by any State/UT/Central Government or by any authority.

Place: _____ **Dated:** _____

DEPONENT

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VERIFICATION

Verified that the contents of my/our above affidavit are true and correct to the best of my/our knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Place: _____ **Dated:** _____

DEPONENT

CHAPTER-1

SCHEDULE OF REQUIREMENTS

- 1) "Technical Bid" should contain the copies of:
 - a) License/Certificate/approval issued by State/Centre Pollution Control Board.
 - b) Earnest money as mentioned in this tender document.
 - c) Experience certificate on providing services in Bio Medical Waste Management Facility.
 - d) PAN Card & GSTIN No.
 - e) Affidavit as mentioned in Annexure-A of this tender document.
 - f) Scanned copy of Name, Address, Contact No., of entrepreneur/partners/ board of Directors of tendering.
 - g) Copy of Partnership deed/Constitution and Memorandum of Association tenderer if any.
 - h) Name, address, contact number, designation/capacity of person signing the bid/tender.
 - i) Individual signing the bid or other documents connected with the agreement shall submit the proof of signing authority in the shape of Power of Attorney/Decision of partnership of firms and decision of Board of Director of the Company:
 - (i) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner of the firm. A person signing the letter form or any other documents forming the part of the agreement on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Director, Forest Research Institute, Dehradun may, without prejudice to other civil and criminal remedies, terminate the agreement and make or authorize execution of agreement/intended agreement at the risk and cost of such person and hold the signatory liable to the New Forest Hospital, Forest Research Institute, Dehradun for all cost and damages arising from the termination of the agreement including any loss which the New Forest Hospital, Forest Research Institute, Dehradun may suffer on account of execution of agreement/intended agreement.

NOTE: -- All the above mentioned documents are essential to qualify at Technical Bid Stage. The technical committee reserves the right to disqualify the bidder technically if documents supplied by the bidder are insufficient to prove his/her eligibility or specification of material offered by the bidder, in the opinion of technical committee, do not match the specification mentioned in tender document.

- 2) "Financial Bid" shall consist of –
- (a) Price schedule.

CHAPTER-2

Detail of Health Institutions to be covered

<u>S.No</u>	<u>Detail of Health Institutions to be covered</u>	<u>Bed Strength/Non Bedded facility</u>
1.	New Forest Hospital	28 Bedded facility

CHAPTER-3

PRICESCHEDULE

<u>S.no.</u>	<u>Detail of Facility</u>	<u>Rate(Rs.)</u>
1.	New Forest Hospital (28beds)	_____@per bed per day (including barcoded coloured poly bags)

Note:-

- 1.Above rates are all inclusive, including BMW services & applicable taxes.
- 2.As far as possible, the CBWTF shall be located near to its area of operation in order to minimize the transportation distance in waste collection, thus enhancing its operational flexibility as well as for ensuring compliance to the time limit for treatment and disposal of bio-medical waste as stipulated under the BMWM Rules (i.e., within 48 hours).

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---