

Bid Document

Bid Details	
Bid End Date/Time	30-11-2022 20:00:00
Bid Opening Date/Time	30-11-2022 20:30:00
Bid Offer Validity (From End Date)	90 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health Research
Organisation Name	Indian Council Of Medical Research (icmr)
Office Name	National Institute Of Cancer Prevention And Research , I-7 Sector -39 Noida U.p. 201301
Item Category	Biomedical Waste Management Service - Collection, Lifting, Transportation, Treatment, Ways of Disposal; Medical colleges & institutions
Contract Period	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (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 to RA enabled	No
RCM Applicable	Yes
Time allowed for Technical Clarifications during technical evaluation	3 Days
Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

Additional Qualification/Data Required

No. of X projects with contract value not less than YY for each contract of providing this service to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies:one contract of 10 Lakh

Geographic Presence:Delhi NCR

Scope of work as per Buyer Requirement:[1667742372.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
14-11-2022 11:00:00	ICMR NICPR Board Room Sector 39 NOIDA UP

Biomedical Waste Management Service - Collection, Lifting, Transportation, Treatment, Ways Of Disposal; Medical Colleges & Institutions (85)
Technical Specifications

Specification	Values
Core	
Scope of Work Activity	Collection , Lifting , Transportation , Treatment , Ways of Disposal
Areas of biomedical waste collection	Medical colleges & institutions
Category of Biomedical Waste	White puncture proof containers , Face Mask , Gloves , Apron , Chemical disinfectants , Injections & needles , Syringes , Broken Glass , Scalpels , Human Anatomical
Biomedical treatment facility	Owned by bidder
Scheduling of biomedical waste collection	Weekly
Vehicle Monitoring System	Not Required
State	NA
District	NA
Zipcode	NA
Biomedical treatment Certification	Yes
Buyer to do Service Provider's Site Inspection	Yes
Addon(s)	
Additional Details	
Waste Pickup Address	ICMR NICPR Sector 39 Noida
Number of Beds	0

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable	GST as per RCM	GST Cess 1 as per RCM	Optional RCM
NA	NA	Yes	12%	1%	No

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Weight of waste collected in a month in kg	Additional Requirement
1	Sanjay Kumar Gupta	201301,NATIONAL INSTITUTE OF CANCER PREVENTION AND RESEARCH (ICMR) I-7,SECTOR 39, NOIDA	85	N/A

Buyer Added Bid Specific Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

4. **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.

5. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Director NICPR payable at Noida. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

6. **Purchase Preference (Centre)**

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. **Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time

to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. **Purchase Preference (Centre)**

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

9. **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.

10. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

11. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

12. **Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

13. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **Additional Terms and Conditions**. The service contract for Bio-Medical Waste Management Services shall be covered as under and may be read in addition to GEM SLA:

- i. Prospective bidders are advised to visit the ICMR-NICPR campus at Plot No. I-7, Sector 39, Noida, Uttar Pradesh during any working day from 10:00 am to 05:00 pm (except Saturday/Sunday/holiday) with prior permission to assess the scope of work before bidding.
- ii. Proven track record and experience of providing of Biomedical waste management services in reputed organization (**Certificate of performance should be enclosed with bids**)
- iii. Should have PAN No., GST registration No., Registration under

Shop & Establishment Act from Concerned Authority(**documents should be enclosed with bids**)

- iv. **The bidder must have valid authorization certificate from Uttar Pradesh Pollution control board (UPPCB) for Common Bio-medical Waste Treatment Facilities. Bidder must have to upload valid certification along with Bid Submission, failing to which leads to rejection of the Bid.**
- v. Agency will submit an undertaking (**on letter head, date should be of bid duration**) stating that the agency/ firm/bidder/ proprietor/ partner is not blacklisted by any Central/ State/ PSU/ Govt. agency or no case of any nature i.e. Civil//Income Tax/ GST/ Sales Tax/ Vat is contemplated or pending against the firm or proprietor/partner (**documents should be enclosed with bids**).
- vi. Firms/bidders have submit all valid documents/MSME/NSIC/Start Up/(in relevant category i.e. **Biomedical Waste Management Services**)/Undertaking for black listing /Income Tax Return (2018-2019, 2019-20, 2020-2021)/GST/Labour License/prior experience **Biomedical Waste Management Services** duly signed and stamped by the bidder and turn over certificate duly signed by the authorized Chartered Accountant (**documents should be enclosed with bids**), failing to which leads to rejection of the Bid.
- vii. Payment. **Payment will be made on actual quantity (per Kg) picked up in a month and rates quotes should be inclusive of all service charges, transportation, colour coded waste collection bags and allied services.**
- viii. Institute shall not provide any transport/convenience to the service provider and no accommodation shall be provided.
- ix. The Agency shall be fully responsible and settle all issues / claims viz retrenchment benefits, PF, Gratuity, Livery, Leaves, E.S.I. etc., during the period of the pendency of this contract, to its workers as per law, and acknowledgement submitted to Institute. The Agency Shall depute its representative in Labour court of any other court of law, and shall be solely responsible and liable for the cost of such litigation. Institute shall not be responsible and shall not bear any cost of such litigation. If at any time, the Institute has to pay and compensation, penalty on behalf of the agency, the same will be recovered from the payment of bill or performance security of the agency.
- x. The Agency shall keep Institute completely indemnified against all the liabilities arising due to non-compliance or delay in compliance of any statutory obligations. The Agency shall keep Institute indemnified against any payment or liability arising out of non-observance of the above mentioned laws/rules and liabilities on account of non-compliance of any other statutory obligation.
- xi. The Agency shall take Workmen Compensation policy covering all its workmen deputed in the Institute, and submit the same to the Institute.
- xii. The Agency shall be solely responsible for all injuries and / or

accidents to persons employed by it. It will also cover, through an Insurance Policy, its personnel for personal accident, death, major hospitalization or any other contingency whilst performing the duty. Thus the Institute shall not be responsible to make any payment or to cover up damages suffered by any persons engaged by the Security Agency.

- xiii. The Agency shall not, at any time, cause or permit any nuisance in the Institute campus or do anything which shall cause unnecessary disturbance or inconvenience to the members of the Institute or brings disrepute to the Institute. If any staff deputed by the Agency is found creating any nuisance/indulged in immoral/ under influence of liquor/drinking state/unlawful act(s) then the Agency shall be required to terminate his services (after payment of his dues and arrears), on the specific recommendations of the Institute authority made to the Director in writing, explaining the reasons to initiate such an action. The decision of the Director in this respect shall be final.
- xiv. The Agency shall employ only such persons as are skilled and experienced in the assigned scope of work. The Director shall be at liberty to object to and require the Agency to remove from the campus any person employed by the Agency who in the opinion of the Institute misconducts or is incompetent or negligent in the proper performance of his duties and such person shall not be employed again in the Institute . The decision of the Director in this respect shall be final and binding on the Agency.
- xv. The Agency shall obtain, at its own cost, all permissions and license etc., under various laws/regulations/rules, as required during the period of contract, in connection with carrying out obligations under this contract.
- xvi. That no right, much less a legal right shall vest in the Agency's workers / employees to claim/ have employment or otherwise seek absorption in the Institute nor the Agency's workers / employees, shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers / employees will remain employees of the Agency at all times and this shall be solely the responsibility of the Agency to make it clear to their workers before deputing or work at the Institute. Such a stipulation shall also be mentioned in the appointment letter or any similar document which may be issued to workers / employee of the Agency.
- xvii. ICMR-NICPR Campus premise is a '**NO SMOKING & TOBACCO FREE ZONE**'. No housekeeping/maintenance staff of the Agency should be found smoking, eating pan, gutka or intoxicants/drugs while on duty.
- xviii. The contract can be terminated at any time by ICMR-NICPR, Noida after serving advance notice of one month. ICMR-NICPR, Noida shall have the right to terminate the contract without assigning any reason, whatsoever to the firm.

- xix. All disputes shall be subject to jurisdiction of Gautambudh Nagar, Court.
- xx. Conditional bids shall not be accepted.

- 2. No manpower required to be stationed at ICMR-NICPR Campus.
- 3. The selected bidder is required to sign an Integrity PACT for non adherence of corrupt and fraudulent practice with Institute.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditons 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 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.

---Thank You---