



REQUEST FOR PROPOSAL (RFP) RFP-005_2023-2024

YR Gaitonde Medical, Educational & Research Foundation (YRGCARE)

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Date: 27 June 2023

RFP for Selection of Bio Medical Waste Management Facility for One Stop Centre (OSC)

Schedule to the Invitation of RFP

1. Issue date : 27 June 2023
2. Submission of queries for clarification: 03 July 2023
3. Posting of FAQ on web site: 06 July 2023
4. Deadline for submission of Proposals : 17 July 2023 16:00 hrs
5. Contact E-Mail for queries & Proposals: rfp@yrgcare.org
6. Validity of Proposal : 16 August 2023

1 Introduction

Biomedical Waste (management & handling) Rules (BMW Rules 1998) were notified by the Government of India on 20th July 1998. During the course of implementation of these rules, valuable insight and operational experience were gained, and a need was felt for amending the rules in order to make them more practical, user-friendly and also for inclusion of newer technology. The rules have been amended in year 2000 & 2003 and recently these rules have been amended in the year 2016 and notified on 28th March 2016. There is a major strategic shift in management of Biomedical Waste on few counts, such as (a) Enabling framework for engaging Common Biomedical Waste Treatment Facility (CBMWTF), (b) Enlarging scope of applicability of BMW Rules by including many other generators of Biomedical Waste (c) Amendments in Waste Categorisation and colour coded collection System (d) Requirement of mandatory training of the personnel involved in Bio Medical Waste Management (e) Monitoring of Emissions (f) Reporting format & periodicity (g) Fixing timelines for phasing-out of chlorinated bags and introducing bar-coded tracking system, etc.

YRGCARE intends to outsource the management of Bio Medical Waste generated at 71 (seventy one) One Stop Centres across 67 (sixty seven) Districts in 25 (twenty five) states in India. Technical and Financial proposals (together termed as bid) are invited from Common Bio Medical Waste Treatment Facility Operators (CBMWTF) possessing valid authorization by designated authority for collection, transportation and treatment of Bio-medical Waste generated at the 71 (seventy one) One Stop Centres.

2 Background

India is committed to 'Ending the AIDS' epidemic as a public health threat by 2030 in line with Sustainable Development Goals (SDG). The country has adopted the 90- 90-90 global targets along with the Fast Track target of 95-95-95, i.e., 95% of people living with HIV (PLHIV) are aware of their status, of those 95% are on ART and of those, 95% are virally suppressed, as outlined in the National Strategic Plan for HIV/AIDS and STI. National AIDS Control Programme (NACP) Phase-V is a Central Sector Scheme, fully funded by the Government of India, which aims to reduce annual new HIV infections and AIDS-related mortalities by 80% by 2025-26.

One Stop Centre is a unique initiative under NACP – V, through a GFATM grant with PLAN India, as Principal Recipient and YRGCARE as Sub-Recipient to accelerate the national response towards achieving the fast-track 95-95-95 targets among Key Populations. One Stop Centre is designed as person-centered and resource-effective approach to deliver an integrated HIV prevention- care cascade services in settings with low-level and concentrated HIV epidemics. The centres are designed to as a single umbrella approach to attract key and bridge populations that are beyond reach of traditional HIV programmes, thereby increase footfall at One Stop Centre by serving a diverse range of needs at one site, eliminate facility navigation bottlenecks and contribute towards improved individual as well as community level health outcomes. The One Stop Centres are envisaged to offer prevention and care services to high-risk populations especially Transgender persons, People Who Inject Drugs and Bridge Populations (including client of sex workers, truckers and allied population) within communities. The OSCs provide them with the information, means and skills they need to minimize HIV transmission and improving their access to care, support and treatment services.

In order to perform the above tasks, One Stop Centres will generate hazardous and non-hazardous waste. Healthcare waste has always been considered hazardous because of its inherent potential to cause injuries and spread infections in the community. It also poses a threat of contamination of soil, air, water bodies and underground water table. Under the recently notified Biomedical Waste Rules 2016, its scope has been widened to include the healthcare waste generated in first-aid rooms in schools & colleges, waste from outreach sessions like immunisation and screening services, etc.

Unscientific management of Bio Medical Waste poses following hazards –

- Nosocomial Infections in patients
- Infections and hazards to all category of hospital staff with particular risk to waste handlers
- Transmission of infections from health facilities to community
- Risk to rag-pickers
- Risk associated with hazardous chemicals
- Re-circulation of syringes & other Disposables & drugs
- Air, water and soil contamination
- Offensive to aesthetics & sensitivities of the community.

Generally, 70% - 80% of the waste generated in a Health facility is harmless and akin to household/ municipal waste. It does not require any treatment and specialised method for disposal. Other types of waste have the potential to harm living beings and environment, hence it needs to be treated to make it safe before disposing by an environment friendly technology.

3 Context

Bio Medical waste (Management & Handling) rules were initially notified on 20th July 1998 by the Ministry of Environment, Forests and Climate change, Government of India and the rules were applicable to all healthcare facilities. The rules underwent major amendments and the amended rules have been notified on 28th March 2016. These rules are called as Bio Medical Waste Management Rules 2016, and in this document and other related documents have been referred as BMW Rules 2016.

The BMW Rules 2016 lays down protocols & procedures for segregation, collection, treatment and disposal of the biomedical waste. It also provides duties of different stakeholders in the BMW management system, and as well as different standards for the equipment. The BMW Rules 2016 apply to all persons who generate, collect, receive, store, transport, treat, dispose, or handle bio-medical waste in any form. The amended revised rules encourage the health

and semi-health facilities to have a functional linkage with Common Bio-medical Waste Treatment Facility (CBMWTF) for collection, treatment and disposal of the Biomedical Waste. Para 3 of Section 7 of the rules makes it mandatory for health and semi-health facilities to have such linkages with Common Bio-medical Waste Treatment Facility. This RFP has been issued for creating an institutional framework to enable One Stop Centres to engage a Common bio medical waste treatment facility for proper management of healthcare waste, and such arrangement is in compliance to the provision of BMW Rules 2016.

4 Objectives and Scope of Work

4.1 Objective

The Objective of this assignment is to ensure that all One Stop Centres within agreed geographical area have a robust system for Management of Bio Medical Waste, in compliance with the BMW Rules 2016. List of Geographical Area is given in Annexure 'A' to this document.

4.2 Scope of Work & Key Deliverables

YRGCARE intends to engage Common Bio Medical Waste Treatment Facility (CBMWTF) coming under the definition of Operator as defined under BMW Rules 2016 for collection, transportation, storage, treatment and disposal of bio medical waste form health facilities.

YRGCARE managing the One Stop Centres in 71 (seventy one) locations would enter into a service level agreement for availing such services from the selected CBMWTF operator. The operator has to deliver all the duties as described in **Clause 5 of the Bio Medical Waste rules 2016 – “Duties of the operator of a common bio-medical waste treatment and disposal facility”**. In addition to these a few other deliverables are expected to be accomplished by the operator under this agreement.

- a. Collection of Bio Medical Waste daily from Common Bio Medical Waste Storage Area of One Stop Centres as listed in Annexure A.
- b. The Operator is bound to provide services to all occupiers of Public Health Facilities, who opts for such service during the contract period.
- c. The timing of collection of the waste will be before 10.00 AM daily or any other time mutually agreed by the parties.
- d. The Operator shall maintain all the records related to Bio Medical Waste management of all health facilities. Daily records shall be maintained for the waste removed, accepted and treated in r/o each healthcare facility. These records shall include the details such as Collection time, date, name of health facility, waste category as per rules and its quantity, vehicle number and receiving date.
- e. The CBMWTF operator would maintain all mandatory records and documents as required under the BMW Rules 2016 (and its amendments), Government notification, and other regulatory bodies of the state & district.
- f. The Operator shall recruit its own personnel for handling Bio Medical Waste.
- g. The CBMWTF will supply plastic coloured bags for every point of generation and collection to the occupier of Health Facility on monthly basis. Such bags would have bar-coding as given in BMW Rules 2016 and meet government approved technical specifications. Such bags would be non-chlorinated plastic. Centre Manager of One Stop Centre will provide the estimated requirements for such bags on quarterly basis.

4.3 Geographical Area and list of facilities

Tentative list of districts, where the One Stop Centre would need services of CBMWTF is given in *Annexure A*. If a new One Stop Centre becomes operational or existing One Stop Centre closes down its operations during the agreement period, same would be communicated to CBMWTF operator and terms of payment under this contract shall stand altered to the extent

and if in case the new One Stop Centre comes up in the area the CBMWTF Operator shall be intimated to commence its services and terms of payment of the existing contract shall be invoked.

4.4 Responsibilities

4.4.1 Common Bio Medical Waste Treatment Facility

1. It is the responsibility of the CBMWTF Operator to familiarize themselves with physical location, approach road and travel time to each One Stop Centre round the year. YRGCARE would have no role in extending any support on this count.
2. The operator shall be in possession/obtain/renew its authorisation, certificates and statutory clearances from the competent authorities to operate the CBMWTF, as required under the law, rules and notification and guidelines.
3. It shall ensure timely submission of Bio Medical Waste Annual report to State Pollution Control Board (in states) & Pollution Control Committees (in UTs) as mandated under the Bio Medical Waste rule 2016 and amendments if any.
4. Preservation and safe keeping of records and data on bio medical waste generation, treatment & disposal for a period of five years from the closure of the contract.
5. The Operator shall be responsible for operationalization, maintenance and upkeep of all equipment / machines installed at Common Bio Medical Waste Treatment Facility as per law and regulations. The Operator would have provision of back-up for the critical equipment. In event of non-compliance to the Rules and Statute, the Operator shall be responsible for any legal penalty and consequences of thereof.
6. The Operator shall recruit / deploy its own adequate skilled manpower in adequate number and shall comply with the statutory laws applicable to the recruitment, wages, minimum working hours, safety, cleanliness, insurance, gratuity, medical benefit, compensation, retrenchment benefit etc. YRGCARE shall not be held responsible for such obligations.
7. All the workers engaged by the outsourcing operator shall wear uniform with the logo of the operator and shall have photo ID cards during the period of work.
8. The operator shall bear the cost of operationalization including machinery, manpower, water, electricity supply and other taxes & duties as levied.
9. The operator shall provide adequate training to the One Stop Centre staff/s. The Staff will be provided with personal protective equipment by YRGCARE to ensure their Safety.
10. Ensuring safety of premises, equipment, fixtures & furniture and also personal safety including fire or theft shall be the responsibility of the operator. YRGCARE shall not be held responsible directly or indirectly on such counts or in any manner.
11. Under no circumstances, the premises of CBMWTF shall be used for any other purpose other than stipulated in the authorisation.
12. Any pilferage/ damage to the health facility property due to mishandling, carelessness of the operator or his workmen will be recoverable from the CBMTF operator.
13. During visits to One Stop Centres, CBMWTF Staff is expected to maintain silence and behave in a respectful and dignified manner. Any misconduct such as smoking, alcohol consumption, misbehaviour, etc. shall be dealt in legal action what so ever it may be would be reported to police by the One Stop Centres.
14. The CBMWTF Staff will exhibit exemplary behaviour and conduct, while visiting the One Stop Centre. The CBMWTF will take immediate action on complaints or notices issued and such staff would be replaced. Outcome of disciplinary/ punitive action taken on the complaint will be intimated to complainant and the YRGCARE.

4.4.2 YRGCARE

1. An information matrix for the One Stop Centres as given in Annexure A.

2. YRGCARE will ensure that the selected Operator details are circulated to the One Stop Centres.
3. YRGCARE will designate Nodal Officers for monitoring & supervision periodically.
4. Conducting meetings for overall review and promotion of clean or new technologies duly approved by CPCB for bio medical waste management.
5. The Nodal officers will ensure timely verification of performance of CBMWTF & facilitate timely payments (if responsible).
6. Undertake periodical visits to CBMWTF.

4.4.3 One Stop Centre

The One Stop Centres has to deliver all the duties as described in **Clause 4 of the Bio Medical Waste rules 2016 – ‘Duties of the Occupier’**. In addition to these few other deliverables are expected to be accomplished by the occupier under this agreement-

1. Segregated collection of Bio Medical Waste from the different hotspots/ sites.
2. Transportation of the segregated waste from all sites of generation to the common storage area in the One Stop Centre.
3. Provide a list of consumables (non-chlorinated plastic coloured bags) to CBMWTF along with quantity required in the One Stop Centre on quarterly basis. Demand such consumables shall be rational and has been approved the infection control & purchase committee.

4.5 Contract Period

- The contract period is valid for 09 (nine) months from the date of signing of the agreement / contract.
- The contract period may be extended subject to satisfactory performance of the Operator and extension of the project.

4.6 Termination of Contract

- YRGCARE will be at liberty to terminate, if not satisfied with the performance of the operator, the contract either wholly or in part after giving notice to the CBMWTF Operator at least 30 days before the proposed date of termination. The CBMWTF Operator shall not be entitled for any compensation whatsoever in respect of such termination.
- If the <Operator> on account of any infringement of the conditions of the contract or violates any BMW Rules 2016, YRGCARE would have the right to recover compensation from the CBMWTF Operator.
- The CBMTF Operator is expected to comply with the provisions of Term of Reference and timelines suggested therein. Failure to comply with the above may culminate in deduction from their bills of an amount commensurate with the impact of non-compliance or even termination of the contract to be decided by YRGCARE at their sole discretion.

5 GENERAL INSTRUCTIONS

1. The selected operators would be required to sign an agreement with YRGCARE and deliver the services as per the agreement.
2. Proposal shall be valid for a period of 30 days from the deadline for submission.
3. The Complete set of documents should be submitted latest by 4 pm on 17th July 2023.
4. Cost of preparation of the proposal should be borne by the applicant organisation.
5. All the documents submitted should be signed with seal on each page. Photocopies of each document should be self-attested by the authorised signatory. Failure to

produce original document on demand at any point of time may result in rejection of submitted proposal.

6 Eligibility Criteria

1. The Operator must be a legally registered entity.
2. Applicant CBMWTF operator should be an authorized operator by the Designated Authority. The Operator shall submit a list of facilities, where such services as defined in this RFP, have been provided during preceding two years.
3. The operator must not be black-listed by the Central / State Governments or a Government organization during preceding five years.
4. There should not be any pending criminal case in any court of Republic of India. A self-declaration to this effect should be attached with Technical proposal.
5. The equipment should be owned / leased by Operator.
6. Minimum average annual turnover of Rs. 25.00 lakhs or more from Bio Medical Waste Treatment Management Services during the last two financial years. The operator has to submit the annual turnover certificate certified by the Chartered Accountant.
7. The Operators must provide of a positive Net worth as per the financial statements for the last two financial years.

7 Preparation of Proposals

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

8 General Points to be considered while submission of proposal

- Proposal should be type written.
- Any correction in Technical Proposal shall be signed and stamped for authentication.
- No handmade correction/ fluid correction will be allowed in Financial Proposal.
- Each page to be official signed by authorized signatory with official stamp.

8.1 The Technical Proposal should include the following:

- a. Approach to the assignment.
- b. Background of the firm/organization.
- c. Capability Statement, in not more than three A4 pages & detailed list of CBWTF operation in India.
- d. Self-attested copies of following documents
 - i. Valid registration number and date of formation of applicant entity/ enterprise/ society/ firm.
 - ii. Authorisation/ License issued by competent authority of Designated Authority.
 - iii. List of Equipment installed at CBMWTF site and capacity of each equipment
 - iv. Actual site colour Photograph of CBMWTF.
 - v. Number of available vehicles for waste transportation (make, year, ownership, load carrying capacity of each vehicle)
 - vi. Valid Labour Licence issued by the district labour officer (If applicable in any state)
 - vii. Valid EPF registration & date.
 - viii. Valid ESI registration & date.

- ix. PAN number of Organization.
- x. Service Tax registration number. (if applicable)
- xi. Affidavit Stating Blacklisted status.
- xii. Experience certificates of handling similar assignments.
- xiii. Certificates / Proof of current handling assignments.
- xiv. Audited balance sheets including P& L reports of last two FY years.
- xv. IT Tax return of last two financial years.
- xvi. List of preferred districts in the State for operation by the Common Bio Medical Waste Treatment Facility Operator.
- xvii. List of geographical location of each Common Bio Medical Waste Management.

8.2 The Financial Proposal should include the following:

- i. The operator has to quote its commercial bid on basis of weight of package per week basis exclusive of taxes. This rate shall also include cost of plastic bags and transportation.
- ii. The rate quoted by the operator shall be applicable to the semi-health facilities providing only OPD Services.
- iii. Once the rates are fixed on basis of weight of package per week, CBMWTF operator should not charge for collection from different hotspots/ sites within the district if required.
- iv. The operator is also required to provide an undertaking in writing along with the commercial bid that the rate quoted is unconditional and that the same would be applicable for treating all quantities of the waste supplied by the various health institutions with this proposal.

9 Performance Guarantee:

- a. The successful operator will be required to submit a security amount (Performance security) of 10% of the contract value) in form of bank guarantee or a Demand Draft or NEFT Transfer from a scheduled bank within seven working days of receipt of the contract award letter, but before signing of the contract. In event of any breach/ violation of any terms and conditions contained herein by the operator, the said security deposit shall be forfeited.
- b. Performance security should remain valid for a period of 60 days after the date of completion of all contractual obligations. No interest shall be paid on earnest money or performance security deposits.

10 Submission of Proposal:

Interested Agencies/ Firms/ Institutions who meet the above eligibility criteria may submit their proposals in two pdf documents named "Technical Proposal" and "Financial Proposal" to the E-Mail box stated above. The subject line shall be marked as " RFP-005_2023-2024 for Selection of Common Bio Medical Waste Management Facility. Both documents shall be signed and stamped with the company seal. The proposals must be accompanied with a covering letter.

The Proposal should be addressed to:

To,
The Chief Operating Officer
YR Gaitonde Medical, Educational & Research Foundation
58, "Alsa Gardens", Harrington Road, Chetput, Chennai 600031



Bid received after stipulated time and date will not be entertained.

11 Selection Process

The proposals received would be subject to fulfilling the below mentioned criteria, followed by a step-by-step evaluation procedure as described below:

11.1 Criteria for rejection of proposals:

- i. The proposals submitted by operators shall be initially scrutinized to meet criteria. In case of non-compliance the bid will be deemed unresponsive.
- ii. Proposals received beyond the deadline for submission will not be opened.
- iii. Insufficient information provided in the attached formats will disqualify the proposal.
- iv. Non-enclosure of required supporting documents will render the proposal ineligible.

11.2 Evaluation of Proposals:

- i. Evaluation of all eligible proposals would be undertaken as per State's financial rules & procedures.

12 Award of Contracts

A Letter of Engagement / Purchase Order will be issued to the selected vendors and subsequently the agreement would be signed between both the parties within 15 working days of declaration of result.

Note:

YRGCARE reserves the right to call the next higher operator to implement the project in case the top ranked operator fails to communicate its acceptance of the offer and / or deposit the performance security within the stipulated time as laid down in the Letter of Engagement {offer letter}.

YRGCARE reserves the right to accept or reject any or all of the offers without assigning any reasons. YRGCARE also reserves the right to extend the deadline for submission of the proposals.