



KOLKATA PORT TRUST

Centenary Hospital, Medical Department



Notice Inviting Open Tender for Outsourcing Of Bio-Medical Waste Management Services at the Centenary Hospital of Kolkata Port Trust On 2 Years Rate Contract Basis.

Tender No MED / PR / ADVT / 273 / 17-19 / 1633

Dated 15/ 11 / 2017

Medical Department of Kolkata Port Trust invites e-Tender under single stage two part system (**Part I: Techno-Commercial Bid and Part II: Price Bid**) from the Agency / Firm / Company / Co-Operative Society / NGOs having registration with **West Bengal Pollution Control Board** and having relevant experience for providing Bio-Medical Waste Management Services, fulfilling the eligibility criteria mentioned below and in accordance with the Notice Inviting Tender, Instruction to Tenderers, General Conditions of Contract, Special Conditions of Contract & Bill of Quantities **for a period of 2 (Two) years.**

Bid Document may be downloaded from MSTC website www.mstcecommerce.com/eprochome/kopt and KoPT website www.kolkataporttrust.gov.in or Central Public Procurement Portal www.eProcurement.gov.in. Corrigenda or clarifications, if any, shall be hoisted on the above mentioned websites only. Hence all the intending bidders are advised to keep close watch on the above mentioned websites in their own interest.

Medical Department of Kolkata Port Trust who are intending to enter into the Contract of "Outsourcing Of Bio-Medical Waste Management Services at the Centenary Hospital of Kolkata Port Trust" hereinafter referred to as "Buyer" or "Principal" or "KoPT" and the MSTC Ltd. the Service Provider to conduct e-tender as "MSTC".

SCHEDULE OF TENDER

1.	TENDER NO.	MED / PR / ADVT / 273 / 17-19 / 1633 Dated 15 / 11 / 2017
2.	MODE OF TENDER	e-Procurement System Online submission of Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
3.	E-Tender No.	KoPT KOLKATA DOCK SYSTEM MED/11/17-18 / ET / 437
4.	Date of publication of e-Tender through Newspaper insertion, publication in KoPT & MSTC websites and Central Public Procurement Portal	5/ 12 / 2017
5.	Date of availability of NIT to the Vendors for downloading	5/ 12 / 2017 at 10.00 Hrs.
6.	Date of Offline Pre-Bid meeting	15/ 12/2017
7.	Earnest Money Deposit	" Earnest Money Deposit " of Rs.9789/- (Rupees Nine thousand seven hundred and eighty nine only) may be remitted at least three days advance from the date of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT / RTGS to Kolkata Port Trust Bank Account No.



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		<p>227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270</p> <p>Please furnish the following details while remitting the amount:</p> <p>Name of Bidder:</p> <p>Bank Name:</p> <p>Tender No.:</p> <p>Tender Date:</p> <p>Name of the Tendering Dept.</p> <p>UTR No.:</p> <p>After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders. The Earnest Money of the successful bidder shall be returned after one month from the commencement of the job contract functioning successfully and after deposit of Security Money.</p>
8.	Tender Cost	<p>"Tender Cost" of Rs.354/- (Rupees three Hundred and fifty four only) including 18% GST, may be remitted at least three days advance from the date of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT / RTGS to Kolkata Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270</p> <p>Please furnish the following details while remitting the amount:</p> <p>Name of Bidder:</p> <p>Bank Name:</p> <p>Tender No.:</p> <p>Tender Date:</p> <p>UTR No.:</p> <p>Name of the Tendering Dept. Centenary Hospital, Medical Dept., KoPT</p>
9.	Last date of submission of EMD & Tender Cost to KoPT.	<i>Three working days before the last date of closing of online bidding for the e-Tender.</i>
<p>a) The vendors shall enter the EMD & Tender Cost details by using the "EMD & Tender Cost" Link under "My Menu" in the vendor login. The vendors have to mention the particular tender No. in which they want to participate against the EMD & Tender Cost. The vendors</p>		



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are required to fill up the transaction details, namely the Tender No. TR No. & Date and Amount against the EMD & Tender Cost separately in the given fields.

10.	Transaction Fee	Rs. 245/- (Rupees Hundred Forty five) only excluding of Service Tax GST. Payment of Transaction Fee by NEFT / RTGS in favour of MSTC LIMITED.
11.	Last date of submission of Transaction fee through RTGS / NEFT in favour of MSTC Limited, Kolkata.	<i>Three working days before the last date of closing of online bidding for the e-Tender.</i>
12.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/kopt	5/ 12 / 2017 at 14.00 hrs.
13.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/kopt .	27/ 12 / 2017 at 15.00 hrs.
14.	Date & time of opening of Part-I (Techno-Commercial Bid)	27/ 12 / 2017 at 15.30 hrs.
15.	Date & time of opening of Part-II (Price Bid)	Shall be informed separately.

Note: 1. *In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.*

2. *Under no circumstances the Due Date of the Tender will be extended.*

A) Important Instructions for E-procurement

This is an e-procurement event of Kolkata Port Trust. The e-procurement service provider is MSTC Ltd. of 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the Terms & Conditions of this tender before submitting your online tender. Tenderers who do not comply with the Conditions with documentary proof (wherever required) will not be considered qualified in the Tender for opening of Price Bid.

1. Process of E-tender:

(A) **Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid will be done over the internet. The Vendor should possess Class III signing type Digital Certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).



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SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. depts. → Register as Vendor under KoPT - Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact KOPT / MSTC (before the scheduled time of the e-Tender).

Contact person (Medical Dept. KoPT):

1. Dr. S. Gupta

Deputy Chief Medical Officer-II

Mobile No. 90510-77464

2. Sri S. Bakshi

Administrative Officer

Mobile No. 9674720071

3. Shri. S.K. Joshi

Dy. Materials Manager-C

Mobile No. 033- 71003641

Contact person (MSTC Ltd):

1 Mr. S. Mukherjee

DM (E-commerce)

Mobile- 07278030407

Email: smukherjee@mstcindia.co.in

Landline: (033) 22901004

2 Ms Sumona Maity

AM (E-Commerce)

Mobile-09831155225

Email-smaity@mstcindia.co.in

(B) System Requirement:

- i) Windows 7 or above Operating System.
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 8 update (x86 offline) software to be downloaded and installed in the system. Security level should be medium

To disable "Protected Mode" for DSC to appear in the signer box following settings should be applied:-

- Tools=>Internet options=> Security=> Disable protected mode if enabled - i.e. remove the tick from the tick box mentioning "Enable Protected Mode"
- Other settings:
Tools =>Internet Options General=>Click on settings under "browsing history/ delete browsing history"=> Temporary Internet Files=> Activate " Everytime I visit the webpage"



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To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once)

- 2 **Part-I:** Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- 3 **(Part-II:** Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part II Price bid, through valid email confirmed by them.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

- 4 **Special Note towards Transaction Fee:** The vendors shall pay the Transaction Fee using "Transaction Fee Payment" Link under My Menu in the vendor login. The vendors have to select particular tender from the event dropdown box. The vendors shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate challan by filling up a form. The vendor shall remit the transaction fee amount as per details printed on the challan without making change in the same. On selecting On line Payment, the vendor shall have the provision of making payment using Credit/ Debit card/ Net banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

Transaction fee is non- refundable

A Vendor will not have the access to online e- tender without making the payment towards the transaction fee.

Then, the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".

NOTE : The bidders should submit the Transaction Fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.

Contact Details:

Fax No. : 033- 22831002

Email ids:

- a. sanjibpoddar@mstcindia.co.in,
- b. arindam@mstcindia.co.in,
- c. rpradhan@mstcindia.co.in,
- d. smukherjee@mstcindia.co.in.

Bidders may please note that the Transaction Fee should be deposited by debiting the A/C of the bidder only, Transaction Fee deposited from or by debiting any other party's a/c will not be accepted. Transaction fee is non-refundable.



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In case of failure to submit the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.

In case of failure to submit the payment towards Tender Cost & EMD for any reason, the vender, in term, will not have the access to on line e-Tender and no correspondence in this respect will be entertained and KoPT will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of Tender Cost and EMD well in advance and verify completion of transaction in respect of Tender Cost and EMD.

Vendors are instructed to use link in **My Menu** to **Upload Documents** in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once the documents duly **Notarized** are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular tender. For further assistance please follow instructions of vendor guide.

5 All Notices / Corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence the bidders are required to ensure that their Corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

6 **E-tender cannot be Accessed after the due date and time mentioned in NIT.**

7 **Bidding in e-Tender:**

- a. Bidder(s) need to submit necessary EMD, Tender Cost and Transaction Fees for getting eligibility to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT.
- b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c. The Bidder(s) who has submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Psu / Govt depts. → Login under KOPT → My Menu → Auction Floor Manager → live event → Selection of the live event.
- d. The Bidder should allow running **JAVA application**. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that clicking on the Techno-Commercial bid, if this application is not run then the bidder will not be able to Save / Submit his Techno-Commercial bid.
- e. After filling the Techno-Commercial Bid, bidder should click '**SAVE**' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "**SAVE**" to record their Price Bid. Then once both the Techno-Commercial bid & Price Bid has been saved, the bidder can click on the " Final submission " button to register their bid.
- f. Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g. In all cases, Bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.



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- h. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
 - i. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - j. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful Bidder shall be called hereafter "**SUPPLIER**".
 - k. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
 - l. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
 - m. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
 - n. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.
- 8 Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.**
- 9 No deviation to the technical and commercial Terms & Conditions will be allowed.**
- 10 KoPT has the right to cancel this e-Tender without assigning any reason thereof.**

The online tender should be submitted strictly as per the Terms & Conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/KoPT of MSTC Ltd.

The bidders must upload all the Documents (duly Notarized) required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The Bid will be evaluated based on the filled-in technical & commercial formats.

The Documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

- 11** Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome/KOPT of MSTC Ltd. to familiarize them with the system before bidding.

B. COMMERCIAL TERMS & CONDITIONS

(Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. Upload supporting documents wherever necessary. No hardcopy for the same needs to be submitted. If required, the Bidder/s may be asked to produce the Original documents before the Tender Committee for verification purpose only.)



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1. AVAILABILITY OF THE TENDER DOCUMENT:

Tender Document may be downloaded from KoPT Website: www.kolkataporttrust.gov.in / Central Public Procurement Portal www.eProcurement.gov.in or www.mstcecommerce.com/eprhome/KOPT of MSTC Ltd.

2. EXEMPTION FROM PAYMENT OF COST OF TENDER DOCUMENT AND EMD:

For Micro & Small Enterprises (MSE's) registered with NSIC:

- Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for the tendered out item are exempted from depositing of Tender Cost and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
- Micro & Small Enterprises (MSE's) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification dt. 26/03/2012.
- When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
- If Micro & Small Enterprises (MSE's) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit Tender Cost, full amount of Earnest Money as per NIT. Otherwise their offer against the tender will not be considered.
- Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the Bid.
- SSI Units registered with NSIC under single point registration scheme for the tendered out item will be exempted from deposit of the Cost of Tender document on submission of valid supporting document(s).

3. ELIGIBILITY TO BID:

In order to be eligible to submit bid, the intending bidder will have to **upload** attested photocopies of the following documents:

- (1) Trade License / Co-operative Registration Certificate / Certificate of Incorporation.
- (2) Bidder should provide remittance details e.g Bank Name, Branch, UTR No , Date of remittance for EMD and Tender Cost.
- (3) Company Particulars (as per **Appendix 'A'**).
- (4) PAN / TAN,
- (5) GST Registration Certificate.



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- (6) **Registration Certificate** and **Authorisation Certificate** from West Bengal Pollution Control Board, Kolkata for common Bio-Medical Waste Treatment and Disposal Facility in the Kolkata jurisdiction should be submitted with the tender document.
- (7) Labour Licence, if applicable.
- (8) Audited Balance Sheets and Profit & Loss A/C for the last 3 years ending on **31st March 2017**.
- (9) Financial Statement showing average annual financial turnover during the last 3 years ending **31st March 2017** being at least **1.47 lac**.
- (10) Experience of having three or two or one completed "**similar work**" contract carried out satisfactorily during the last seven years ending on **March 2017** costing not less than the amount as mentioned below:
 - (i) Contract value Rs. **1.96 lacs** each in case of three contracts or,
 - (ii) Contract value Rs. **2.45 lacs** each in case of two contracts or,
 - (iii) Contract value Rs. **3.91 lacs** each in case of one contract.
- (11) ESI Registration No.
- (12) EPF A/c. No.
- (13) Schedule of Service (as per **Appendix 'B'**)
- (14) Order Copies and related Performance Certificate/s along with Job Completion Certificate/s from other user /client.
- (15) **Unconditional Acceptance of all the Conditions of the Notice Inviting Tender** in a separate letter.
- (16) Power of Attorney (Clause 5.2 of NIT)
- (17) The complete NIT (**Page 1 to 23**) duly signed (with seal and date) by the authorized signatory of the bidder on each page (Clause 5.3 of NIT)

Note:

1. "**similar works**" means: Collection, Transportation, Treatment and final disposal of Bio-Medical Waste from Health units as per the norms specified by West Bengal State Pollution Control Board and supply of Medical Waste Collection Bags (Blue & Yellow).

PRE BID MEETING:

Offline pre-bid meeting will be held on **15 / 12 / 2017** at **11.00 a.m.** in Centenary Hospital, KoPT at **1, Diamond Harbour Road, Majherhat, Kolkata – 700 053.**

The Trustees' will not recognize any assignment or endorsement in favour of third party of any order arising out of this tender other than the awarded Contractor.

The issuing authority reserves the right to ACCEPT / REJECT any or all tenders without assigning any reason whatsoever.



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The Tender is subject to Earnest Money and Security Deposit clauses.

4. INSTRUCTIONS TO BIDDER:

4.1 Tender for the above work should be submitted in accordance with the **Schedule of Quantities** as specified in this tender and in accordance with the Special Conditions of Contract & General Conditions of Contract. **The Special Condition of Contract will prevail over and above the General Conditions of Contract.**

4.2 Any clarification with regard to interpretation or ambiguities discovered or pointed out after the issue of the tender documents but prior to submission of tenders as to the meaning, conditions or instructions contained in any of the issued documents, shall be valid only when such a clarification is issued in writing by the officer issuing the Notice Inviting Tender. Any such written clarification or amendment shall be hoisted in website of KoPT, MSTC & CPP Portal. **Hence all the intending Bidders are advised to keep close watch on the website of KoPT / CPP Portal in their own interest.**

4.3 **Earnest Money:** An amount of Rs. 9789/- (Rupees Nine thousand seven hundred eighty nine only) should be deposited by NEFT / RTGS in favour of Kolkata Port Trust well in advance before opening of e-Tender. The Earnest Money will be refunded without interest on application to all unsuccessful bidders. The Earnest Money of the successful bidder shall be returned after one month from the commencement of the job contract functioning successfully and after deposit of Security Money.

Note: 1. **Exemption from depositing of Tender Cost and Earnest Money for Micro & Small Enterprises (MSE's) registered with NSIC. (See Note under Para 2 above).**

2. **Bidders registered with DGS&D and SSI Units registered with NSIC under single point registration scheme will be exempted from deposit of Earnest Money on submission of valid supporting document(s).**

4.4 **Site Visit:** ALL INTENDING Bidders may visit the site and the Equipments as per Annexure "A" & "B" before submitting the Bid at their own expense, prior to submission of tender for assessing the job requirement under consideration for the above contract with the prior permission from the Chief Medical Officer. No clarification will be made to the intending Bidder regarding location site after this and the decision of the Chief Medical Officer, Kolkata Port Trust shall be final & binding in this regard.

:SPECIAL CONDITIONS OF CONTRACT:

1. **PERIOD OF VALIDITY OF OFFER:** The offer should be VALID for a period of not less than 120(one hundred twenty) days from the date of opening of the PRICE BID.

2. **WITHDRAWAL OF TENDER:** Withdrawal of tender / offer in the interval between the closing date for submission of e-Tender and the expiry of the period of its validity will result in forfeiture of Earnest Money.

3. **CANCELLATION OF TENDER:** The Chief Medical Officer, KoPT, reserves the right of accepting or rejecting any offer partially or wholly without assigning any reason thereto.



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4. **REJECTION OF TENDER DOCUMENTS:** Bidder is expected to examine the Tender documents including all Instruction Forms, Terms & Conditions, and Technical Specifications in Tender documents. Failure to furnish the requisite information as per the NIT or submission of tender not substantially responsive to the tender documents in every respect may result in the rejection of the tender.
5. **AMENDMENT OF TENDER DOCUMENTS:**
 - a) At any time prior to the deadline for submission of tenders, the Chief Medical Officer for any reason whether at his own initiative or in response to a clarification required by a prospective Bidders may modify the Tender Documents.
 - b) The amendment shall be part of the Tender Documents and will be notified by publication in the MSTC's / KoPT's website / Central Public Procurement Portal and will be binding on the prospective Bidders.
 - c) All the intending Bidders are advised to keep close watch on the website of MSTC / KoPT / CPP Portal in their own interest.
6. **PARTICIPATION IN THE TENDER WITH AUTHORISATION:** The Trustees will not recognize any assignment or endorsement in favour of third parties either to participate in the Tender or to execute the Contract arising out of this tender other than the awarded Contractor.
7. **TAX Clause** i) GST extra on the above prices applicable ii) Supplier/ Service Provider to confirm that GST amount charged in invoice is declared in its returns and payment of taxes is also made.
 - iii) The supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules , regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to supplier/ Service Provider to the extent of GST relating to invoice/ s under mismatch may be retained from payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and the credit of GSTN so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
 - iv) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to non compliance of Tax laws by the supplier/ Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier / Service Provider shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
 - v) Supplementary invoices/ Debit Note/ Credit note for price Revisions to enable Kolkata Port Trust to claim tax credit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
 - vi) Purchase Order/ Work Order shall be void , if at any point of time you are found be to a black listed dealer as per GSTN rating System and further no payment shall be entertained.



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Change in Law Clause :-

a) Any statutory levies, taxes, duties, cess, etc , imposed by central / state/local authorities by way of fresh notification subsequent to the Purchase Order, but within the stipulated delivery period, shall be recovered separately.

b) Any additional cost or benefit impacting the contracting price from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the contract , then the parties agree to an adjustment to the contract price to reflect the financial impact of such "Change In Law."

8. P R I C E:

- a) Price must be quoted in online Price Bid in I.N.R. only.
- b) The Rates should remain firm for entire period of Contract. No price escalation is admissible other than statutory increase in Taxes & Duties etc. against documentary proof
- c) The prevailing rates & details of Tax elements like, GST, if any applicable must be mentioned separately in the Price Bid.
- d) Price Bid should be **FREE FROM ANY EXTRANEIOUS CONDITIONS.**

9. TERMS OF PAYMENT:

- 9.1 Payment will be made within one month of submission of Bill, which is complete in all respects, on monthly basis through ECS / RTGS, subject to certification by the Sr. Dy. C.M.O / Representative of the Hospital authority, that the performance of the Contractor was satisfactory & as per agreement.
- 9.2 Imposition of any Govt. Duties, Taxes by the State / Central Govt. during the period of Contract and subsequent of issuing of Award of Contract, will be applicable thereon.

10. PENALTY CLAUSE:

- 10.1) If the Bio-Medical Waste is not or in case of unsatisfactory completion of the work, the Kolkata Port Trust Administration will deduct the accepted amount per day on pro-rata basis. **Moreover a suitable amount may be imposed as Penalty on the Contractor's bill as per discretion of the competent authority of Kolkata Port Trust which may be deducted from Contractor's pending bill as required.**
- 10.2) In the event, the Contractor / Kolkata Port Trust being prevented from fulfilling its obligation or part thereof arising out of this contract, due to any Force Majeure event like acts of God (flood, earthquake etc) or war, civil commotion, strike etc., the affected party shall forthwith but in no case later than **24 hours** from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate every 7 days during continuance of such event. The affected party shall upon cessation of such event, promptly informs the other party within **24 hours** over phone followed by communication in writing and shall commence its obligation in part or in full arising out of this contract (within **24 hours** from the date of cessation) that was kept suspended due to such events of Force Majeure.



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11. LIQUIDATED DAMAGE:

- 11.1) If the Contractor fails to commence the work within 15 days from the receipt of Award of Contract or such extension thereof as communicated by the Chief Medical Officer in writing, the Contractor shall pay as compensation (Liquidated Damage) to KoPT and not as a penalty, **Rs. 0.50 paise** per Bed for every day delay or part thereof.
- 11.2) Without prejudice to any of its legal rights, KoPT shall have the power to recover the said amount of compensation /damage, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor of the obligation to commence the work or from any of his other obligations / liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Chief Medical Officer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum of three days' notice in writing has been given to the Contractor by the Chief Medical Officer or his Representative.

12. TERMINATION OF CONTRACT:

- a) Without being liable for any compensation to the Contractor, KoPT, in its absolute discretion, may terminate the contract and expel the Contractor after giving the Contractor a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and the decision of the KoPT.
- b) The Contractor has abandoned the contract.
- c) In the opinion of the Chief Medical officer, the work / service rendered /man & materials supplied is consistently not satisfactory & not conforming to the contract.
- d) The Contractor has failed to commence the work or without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving Chief Medical Officer's or his
- e) The Contractor or any one employed under him not complying with the statutory regulations/rules or found criminally indicted or committing any serious misconduct
- f) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- g) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Trustees for the Port of Kolkata or to any person on his or their behalf in relation to obtaining or to the execution of the contract.
- h) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.
- i) In all such cases of termination of work, KoPT (Trustees) shall have the power to complete the work through any other agency at the Contractor's risk and expenses and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole period of the work in accordance with the contract.
- j) Upon termination of the contract, the Contractor shall be entitled to receive payment of only 90% of the value of work actually done or materials actually supplied by him and subject to



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recoveries as per contract, provided the work done and materials supplied conform to terms of the contract. The payment for work shall be based on the actual work done and priced at approved contract rates or other rates, as decided by the Chief Medical Officer (I/C). The decision of the Chief Medical Officer (I/C) in all such cases shall be final, binding and conclusive.

- k) The KoPT (Trustees) shall have the power to retain all moneys due to the Contractor until the work is completed by other agency.
- l) In case of any dispute, arises out of any clause of the Award of Contract, Agreement, Payment etc, decision of Chief Medical Officer, KoPT is final and binding on all parties.
- m) Non-compliance of the above terms and conditions of any order of the authority at any stage may invite termination of the contract. Termination of contract may be done by either party with one month's prior notice.

13. SCOPE OF SERVICES:

- a) **Bed Capacity of the Hospital:** Centenary Hospital, Kolkata Port Trust is 104 bed Hospital.
- b) Bio-Medical Waste generated in the Centenary Hospital are to be collected from the designated VAT of the hospital premises and treatment and disposal of the same has to be made by the Contractor entrusted with the job under the Contract within the time frame stipulated by the West Bengal Pollution Control Board.
- c) No untreated Bio-Medical waste shall be kept stored beyond a period of 48 hours. Provided that if for any reason it becomes necessary to store the waste beyond such period, the Contractor entrusted with the job under the Contract must take permission from the prescribed authority and take measures to ensure that the waste does not adversely affect human and the environment.
- d) All staffs of the Contractor shall bear photo Identity card during the period of work which shall be issued and duly signed by the representatives of the Contractor.
- e) The entrusted Contractor under this Contract has to conduct training for the staffs of the Hospital before commencement of the work on the proper segregation and packing of Bio-Medical Waste in color-coded HDPE bags, as well as general occupational health and safety aspects of the management and handling procedures as prescribed by the PCB.
- f) Segregation of Bio-Medical Waste will be done by the hospital authority and will pack them in color-coded HDPE bags and put sharp items in Puncture Proof Container (PPC) in accordance with the Bio-Medical Waste Management and Handling Rules 1998 and amendments thereof.
- g) Bio-Medical Waste shall not be mixed with other wastes.
- h) Notwithstanding anything contained in the Motor Vehicles Act, 1988, or Rules there under, untreated Bio-Medical Waste shall be transported only in such Vehicle as may be authorized for the purpose by the competent authority as specified by the Government.
- i) For collection of amputee parts, information regarding patient's name, age, sex and reason for amputation will be provided in writing by the hospital authority under the Pollution Control Board's regulations (PCB).



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- j) A convenient single collection point at the hospital premises with free access of vehicle will be provided by the hospital authority to facilitate the collection of its Bio-Medical Waste as per the norms of the W. B. Pollution Control Board.
- k) Bio-Medical Waste to be collected from the Hospital premises **daily or not later than 48 hours as per Rules** under acknowledgement of collection.
- l) To record the quantity of waste collection the First copy will be retained by the hospital and second copy duly counter signed by the hospital authority has to be submitted along with the monthly bill of the Contractor. Third copy will be retained by the Contractor. The Contractor has to prepare the Monthly consolidated report and to be countersigned by the representative of the Hospital authority.
- m) The Contractor has to prepare the Annual consolidated report to be produced before the State Pollution Control Board.
- n) Treatment and disposal of the Bio-Medical wastes must be done as per the guideline of the Bio Medical Waste Management Rules 1998.
- o) Contractor will provide all protective materials like Apron, Gum Boot, Mask, Cap, Utility gloves etc to its' workers and also to immunize them at its' own cost.
- p) The collection, transportation, treatment and disposal of the bio-medical wastes from the hospital must be carried out in a manner so as to avoid any possible hazard to the human health and environment. Safety of the workers engaged in the Bio-Medical Waste disposal work is the sole responsibility of the Contractor. KoPT will not be held responsible for violation of Rules & Regulations under Pollution Control Act by the Vendor.
- q) During execution of work, Contractor should follow all standard norms of safety measures / precautions to avoid accident / damages to man, machines and buildings etc. On non-adherence to this clause, suitable fines, as decided by the Hospital authority will be imposed.
- r) The awarded Contractor should ensure for maintaining its Bio-Medical Waste management facility in good condition and ensure continuity of services to the hospital during the period of Contract.

14. CONTRACTOR'S / BIDDER'S COMMITMENTS:

- a) The selected Contractor will abide by the job safety measures, comply with all the statutory regulations and will indemnify from all demands and/or responsibilities arising out of accidents or loss of life, the cause of which is the Contractor's negligence. In such cases the Contractor will not hold KoPT responsible or obligated.
- b) The Contractor shall alone be responsible for payment of wages and all other statutory payments / legal dues payable to its employees, who will be deployed under this contract. The Contractor shall be responsible for compliance and coverage of its employees under all necessary statutory obligations as applicable, e.g. ESI, PF, Minimum Wages Act etc. and will hold themselves responsible for any misdemeanors. The Contractor shall maintain proper books of account, records and documents and shall produce them to the KoPT authority as and when required. The Contractor shall obtain all requisite approvals, permission, license etc. from the appropriate and competent authorities for meeting its commitment and for complying with the obligations of its part under the contract.



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- c) All workmen / manpower to be engaged by the Contractor should be covered under the statutory government regulations from time to time.
- d) The Contractor will abide by all the rules and regulations relating to Labour Laws, Accident, Workmen Compensation Act, Workmen Insurance, ESI, PF etc. This will be the sole responsibility of the Contractor. Medical Dept. KoPT will not be a party at any stage to any kind of dispute relating to the above. In case any liability arises due to non-performance by the Contractor, under no circumstance Medical Dept. KoPT shall be liable for the same.
- e) All the workers deployed in the job under the Contract will have to be covered under the insurance against any personal accident and Medical Dept. KoPT will not be liable for payment of any compensation on that account.
- f) Workers of the Contractor shall not claim any type of compensation / absorption / regularization etc. from the KoPT authority.

15. CLIENT SUPPORT:

- a) KoPT will provide Vat as per Rules.
- b) Segregation of Bio-Medical Waste and pack in colour coded HDPE Bags following the norms of Pollution Control Board will be done by KoPT.
- c) KoPT will allow the Vehicle to collect Bio-Medical Waste from the designated Vat.

16. DURATION OF ENGAGEMENT: The Period of the Contract will be **2 years** from the date of commencement of work.

17. ASSESSMENT OF TECHNO-COMMERCIAL BIDS:

Since it is a service oriented job contract, the bidder may have to arrange for inspection of similar job, as mentioned in the tender, being carried out at one or more suitable places, if asked for by the Chief Medical Officer for the purpose of assessment of the Techno Commercial offer.

The Techno-Commercial offer will be assessed based on the followings:

- i) Submission of all valid documents in techno-commercial bid as mentioned under the Clause No. 3 "Eligibility to Bid".
- ii) Bidder fulfilling the Special Conditions of Contract and agreeing unconditionally to all the Terms & Conditions of Contract.
- iii) Result of inspection of similar jobs done at other institutions as will be demonstrated by the Contractor and / or from the documentary evidences submitted for the evaluation of services offered, by a committee constituted by the KoPT authority.
- iv) Firm's experience in the field of Bio-Medical Waste Management in medical institution & ability to provide relevant manpower as defined in "similar works".
- v) Financial standing of the Bidder: Annual report (Audited Balance Sheet & Profit & Loss Account) of last three (3) years.

18. EVALUATION CRITERIA:

Evaluation of the tenders shall be made on the basis of Total Lowest Price Offer (Charges against per Bed per month x No. of Beds (104 Beds) x 730 days), Plus Cost of items from serial no 2 to 10 will be considered for evaluation as per annex C.



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19. SECURITY DEPOSIT:

The successful Contractor before commencement of the Job contract and within 30 days from the date of placement of order, has to deposit a sum equivalent to 10% of the total Order value as Security Money either by Demand Draft / Pay Order / Banker's Cheque drawn on a Scheduled Bank and in favour of Kolkata Port Trust payable of the Trustees', at 15, Strand Road, Kolkata - 700 001 or in the form of Bank Guarantee executed by a Nationalized Bank or a Scheduled Bank and having its branch at Kolkata to ensure due performance of the Contractor, and the said amount will be retained by the Port Authority as Security Deposit. The Bank Guarantee should remain valid for 27 months from the date of execution of the same. The self attested photocopy of the Treasury Receipt issued by the Treasurer against the said deposit of Security Money or the Original Bank Guarantee is to be submitted to Medical Dept. The said Bank Guarantee should be confirmed by the Executing Bank having branch at Kolkata.

- a) Security Deposit should remain valid for a period of 27 months in excess of / beyond the date of completion of all contractual obligations of the Contractor.
- b) The Security Deposit so deposited will be refunded without any interest only after 27 months from the date of successful completion of Contractual Period.
- c) The proceeds of the Security Deposit shall be payable to the Kolkata Port Trust as compensation towards any loss resulting out of the Contractor's failure to execute the Contract.

20. SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:

20.1 The successful bidder has to be entered into a formal agreement with KoPT, before the start of the Contract & shall commence work within 15 days from the date of receipt of Award of Contract. All costs, charges and expenses including the stamp duty payable in connection with this Contract will be borne by the bidder.

20.2. If the selected bidder withdraws his bid and fails to enter into the agreement, the order placed on them shall be liable to be cancelled and the Earnest Money Deposit accordingly, will be forfeited.

21. ARBITRATION: Disputes if any arising out of this agreement will be settled by arbitration and the decision of the Arbitrator shall be final and binding on both parties.

22. JURISDICTION: The contract will be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.

Encl: Appendices -'A', to "C".

Sr. Dy. Chief Medical Officer-II (I/C)
For Chief Medical Officer



KOLKATA PORT TRUST
Centenary Hospital, Medical Department



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the Centenary Hospital of Kolkata Port Trust On 2 Years Rate Contract Basis.**
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CHECK LIST

[TO BE TICKED AND UPLOADED IN TECHNO-COMMERCIAL BID]

1	Whether original Tender papers have been duly signed, stamped and enclosed with the Techno-Commercial Bid in e-tendering platform mentioning the number of papers uploaded.	Yes /No
2	Whether Trade License / Co-operative Registration Certificate / Certificate of Incorporation / Income Tax PAN or TAN / GST Registration Certificate Regn. / Labour License, if applicable / Registration Certificate & Authorization Certificate issued by the W.B.P.C.B. uploaded in e-tendering platform with the Techno-Commercial Bid.	Yes /No
3	Whether particulars of purchase of Tender Document and Earnest Money Deposit are uploaded in e-tendering platform with the Techno-Commercial Bid.	Yes/ No
5	Whether the documents viz. Order Copy and related Performance Certificate along with Job Completion Certificate in support of the credentials is/are uploaded in e-tendering platform with the Techno-Commercial Bid.	Yes/ No
6	Whether separate letter confirming Unconditional Acceptance of Tender Conditions in full uploaded in e-tendering platform with the Techno-Commercial Bid.	Yes/ No
7	Whether all the documents mentioned under " Eligibility to Bid " Clause of the tender document uploaded in e-tendering platform with the Techno-Commercial Bid.	Yes/ No

Authorized Signatory of the Tenderer
(with official Seal and date)



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A. Cost of Tender Document:

Detail Particulars of deposit of Amount by RTGS / NEFT (Date of Remittance, Name of the Bank, & Branch, UTR No.)	Amount (In Rs) Rs. 354/-
	Cost of Tender Document (Rupees Three hundred and fifty four)only including 18% GST.

B. Earnest Money Deposit:

Detail Particulars of deposit of Amount by RTGS / NEFT (Date of Remittance, Name of the Bank, & Branch, UTR No.)	Amount (In Rs) Rs. 9,789/-
	Earnest Money Deposit of (Rupees Nine thousand seven hundred and eighty nine) only.

Authorized Signatory of the Tenderer
(with official Seal and date)



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APPENDIX-'A'

[TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL BID IN PART - I]

Name of the Firm / Bidder: _____

Name of the Authorized Signatory: _____

Official Address: _____

Phone No.: _____ FAX: _____

E-Mail: _____ Cell Phone No.: _____

Trade License No.: _____

Registration Certificate No. with W.B.P.C.B _____ Authorisation Certificate No. with W.B.P.C.B _____

PAN / TAN _____ (Attach attested Photocopy)

Bank Particulars: Name of the Bank / Branch _____

Account Type: _____ A/C No.: _____

MICR No: _____ ISPS Code No.: _____

DECLARATION

We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the tender. In the event of our tender being accepted in full or in part, We also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the tender together with the acceptance thereof in writing by or on behalf of the Trustees shall form the Contract.

It is hereby confirmed that the hard copy of tender being submitted in the techno-commercial bid of the tender is Identical to the one downloaded from your web site / Central Public Procurement Portal. In case the same is found altered / modified in any way, we will be held responsible and our offer will be liable for rejection forthwith and we may also be barred from participating in future tender of KoPT without any reference to us.

It is also declared that our Concern was never been banned or de-listed by any Government or, Quasi-Government Agency or PSU. If the declaration is found incorrect in future, our offer will be liable for rejection.

Offer No. _____

Signature of the Authorized Signatory of the Tenderer

Date: ____ / ____ / 2017

(with official Seal and date)

Place:



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APPENDIX 'B'

TECHNO-COMMERCIAL SPECIFICATIONS AND SCHEDULE OF SERVICE
[TO BE UPLOADED IN PART -I]

The bidder may attach additional pages for the job specifications of the Bio-Medical Waste Management Services required at the Centenary Hospital. Each of the attached pages must be duly authenticated by authorized signatory with seal, signature and date.

Sl. No.	Job Specifications
1	Details in respect of the background of the Contractor's past experience, Certificates from clients in respect of assignments executed in the past, current assignments.
2	Frequency of collection of Bio-Medical Waste
3	Financial standing with documentary evidences.
4	Any other relevant information not covered.

Offer No. _____

Signature of the Authorized Signatory of the Tenderer

Date: ____ / ____ / 2017

(with official Seal and date)

Place:



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APPENDIX-'C'

PRICE BID

(Following information must be entered online while submitting E-Tender. This must not be filled in and submitted/uploaded as a scanned copy or offline.)

1	2	3			4
Sl. No.	Item	Qty	Unit Rate	GST in %	Total Amount For 730 Days for 104 Beds (Rs) in figure & in Words
1	Charges against per Bed per day inclusive of all taxes for Bio-Medical Waste Management Services in the Centenary Hospital of Kolkata Port Trust in accordance with the terms and conditions of the Tender No. MED / PR / ADVT / 273 / 17-19 / 1633 Dated 16 / 11 / 2017	Amount Per Day Per Bed (Rs)			<ul style="list-style-type: none"> Price not to be quoted here.
2.	Bar Coded HM- HDPE Waste Segregation Bag- YELLOW Size- 22"x 25"	4000 nos.			Price not to be quoted here.
3.	Bar Coded HM- HDPE Waste Segregation Bag- RED Size 22"x 25"	4000 nos			Price not to be quoted here.
4.	Bar Coded Puncture Proof Container	24 nos			
5.	Bar Coded Sodium Hypo Chloride Sodium 10% Concentrate- Natural Colour	45 ltr			
6	Bar coded Sticker for Red Bags	4000 nos			
7	Bar coded Sticker for Yellow Bags	4000 nos			
8	Bar coded sticker for Puncture Proof Container	24 nos			



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9	Bar coded Sticker Blue box	24 nos			
10	Bar Coded Cardboard Boxes (Both Side Laminated) Blue colour marking , 8 Kg capacity	24 nos			
Total cost of outsourcing of Biomedical Services on two years rate contract basis →					Rs. _____

NOTE : (i) The Bidder has to quote Price for per Bed per day exclusive of all taxes and duties against Sl. No. 1 above.

- (i) GST and Other Govt. Duty and Taxes will be paid **Extra** as applicable at per prevailing Rates.
- (ii) Quantities mentioned against Item serial Nos. 2 to 10 are indicative and there is no guarantee that full quantities will be drawn.
- (iii) **Evaluation will be done on the basis of Total Rates quoted (ONLINE) at Column No. 4 for the items under Row Sl. No. 1. To 10 above.**