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KOLKATA PORT TRUST



Centenary Hospital, Medical Department
Tender No. MED / PR / ADVT / 226 / 15-17/ 184 Dated 30 / 04 / 2015

Notice Inviting Open Tender for Outsourcing Of Bio-Medical Waste Management Services at the Centenary Hospital of Kolkata Port Trust

Sealed Open Tenders are invited by Centenary Hospital of Kolkata Port Trust 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.

1. TENTATIVE CALENDAR OF TENDERING PROCESS:

1	Publication of Purchase Notice in Newspapers	05 / 05 / 2015
2	Hosting of NIT in KoPT Website & Central Public Procurement Portal	On and from 05 / 05 / 2015
3	Sale of Tender Document	On and from 05 / 05 / 2015
4	Pre-bid Meeting	15 / 05 / 2015 (at 11.00 hrs)
5	Last Date of Sale of Tender Document	27 / 05 / 2015 (upto 14.00 hrs)
6	Last Date of Submission of Tender	27 / 05 / 2015 (upto 15.00 hrs)
7	Opening of Cover-I (Techno-Commercial Bid)	27 / 05 / 2015 (at 15.30 hrs)
8	Opening of Cover-II (Price Bid)	Exact date & time will be confirmed to the techno-commercially qualified bidders.

Note: 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.

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

2. COST AND AVAILABILITY OF THE TENDER DOCUMENT

The Tender Document may be procured from the Treasurer, Finance Department, Kolkata Port Trust, 15 Strand Road, Kolkata - 700 001 from 05 / 05 / 2015 to 27 / 05 / 2015 (both days inclusive) between 11 A.M and 1 P.M on all working days excluding Saturdays, Sundays & Holidays on payment in Cash of Rs. 600.00 (Rupees Six Hundred only) against 'Treasury Receipt', copy of which should be submitted along with the tender in Cover - I.

Tender Document may also be downloaded from KoPT Website: www.kolkataporttrust.gov.in or Central Public Procurement Portal www.eProcurement.gov.in for which the bidder must submit along with the 'Techno-commercial Bid' Cost of Tender Document in the form of Pay Order / Banker's Cheque / Demand Draft worth Rs. 600.00 drawn in favour of 'Kolkata Port Trust' and payable at Kolkata.

3. **ELIGIBILITY TO BID:**

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

- (1) Trade License / Co-operative Registration Certificate / Certificate of Incorporation
- (2) Service Tax Registration Certificate.

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- (3) PAN / TAN,
- (4) Labour Licence,
- (5) Registration Certificate with West Bengal Pollution Control Board. An 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.
- (6) Name with Mobile No. of the Contact Person.
- (7) Audited Balance Sheets and Profit & Loss A/C for the last 3 years ending on 31st March 2015.
- (8) Financial Statement showing average annual financial turnover during the last 3 years ending 31st March 2015 being at least 1.56 lac.
- (9) Experience of having three or two or one completed "similar work" contract carried out satisfactorily during the last seven years ending on March 2015 costing not less than the amount as mentioned below:
 - (i) Contract value Rs. 2.08 lacs each in case of three contracts or,
 - (ii) Contract value Rs. 2.60 lacs each in case of two contracts or,
 - (iii) Contract value Rs. 4.15 lacs each in case of one contract.
- (10) ESI Registration No.
- (11) EPF A/c. No.

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).

4. PRE-BID MEETING:

A pre-bid meeting will be held at the Centenary Hospital on 15 / 05 / 2015 at 11 AM.

5. INSTRUCTIONS TO BIDDER:

- 5.1 The tender document is not transferable. No Bidder is allowed to submit more than one TENDER.
- 5.2 <u>Power of Attorney</u>: Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on Non -Judicial Stamp Paper accompanying the offer shall indicate such authorization which should be enclosed in **Cover-1**.
- 5.3 Each page of the NIT (Page 1 to 16) must be signed with seal and date by the authorized signatory of the bidder and must be submitted along with the tender.
- 5.4 <u>Earnest Money</u>: An amount of Rs. 10,400/- (Rupees Ten Thousand Four Hundred only) should be deposited as Earnest Money either in Cash with the Treasurer, Finance Department, Kolkata Port Trust, 15 Strand Road, Kolkata 700 001 from 05 / 05 / 2015 to 27 / 05 / 2015 (both days inclusive) between 11 AM and 2 PM on all working days excluding Saturdays, Sundays &

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Holidays or by Pay Order / Banker's Cheque / Demand Draft drawn in favour of "Kolkata Port Trust", payable at Kolkata. The Treasury Receipt issued by the Treasurer against deposit of Earnest Money or Pay Order / Banker's Cheque / Demand Draft must be submitted in a separate sealed envelope in Cover-I (please see below). 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.

- 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 through website of Kolkata Port Trust www.kolkataporttrust.gov.in. and Central Public Procurement Portal www.eprocurement Hence all the intending bidders are advised to keep close watch on the website of KoPT / CPP Portal in their own interest.
- 5.6 <u>Site Visit</u>: The intending bidder may also visit the site at its own expense, prior to submission of tender for assessing the total area & 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 bidders after this and the decision of the Chief Medical Officer, Kolkata Port Trust shall be final in this regard.

5.7 Tender Submission Procedure:

THE TENDER must be submitted in TWO PARTS in TWO SEPARATE SEALED COVERS as follows:

- COVER-I: To be superscribed as "Techno-Commercial Bid for Outsourcing of Bio-Medical Waste Management Services at the Centenary Hospital of Kolkata Port Trust Tender No. MED / PR / LMT / 226 / 15-17 / 184 Dated 30 / 04 / 2015" will contain:
 - a) Treasury receipt issued by the Treasurer of KoPT against deposit of Cost Of Tender Document or the original Pay Order / Banker's Cheque / Demand Draft of Rs. 600.00 for the same, drawn on a Schedule / Nationalized bank in favour of 'Kolkata Port Trust' and payable at Kolkata.
 - b) Treasury receipt issued by the Treasurer of KoPT against deposit of Earnest Money or the original Pay Order / Banker's Cheque / Demand Draft of Rs. 10,400.00 for the same, executed by a Nationalised / Schedule Bank in favour of 'Kolkata Port Trust" and payable at Kolkata.
 - c) Company Particulars (as per Appendix 'A') and documents as mentioned in Clause 3 of NIT.
 - d) Power of Attorney (Clause 5.2 of NIT)
 - e) The complete NIT (**Page 1 to 14**) duly signed (with seal and date) by the authorized signatory of the bidder on each page (Clause 5.3 of NIT)
 - f) Schedule of Service (as per Appendix 'B')
 - g) Performance Certificate/s along with Job Completion Certificate/s from other user /client.
 - h) Registration Certificate with West Bengal Pollution Control Board as per (Clause 3.5 of NIT)

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COVER-II: To be superscribed as "Price Bid for Outsourcing of Bio-Medical Waste Management Services at the Centenary Hospital of Kolkata Port Trust - Tender No. MED / PR / LMT / 226 / 15-16 / 184 Dated 30 / 04 / 2015" will contain:

(i) Only Price Bid as per Appendix 'C'. (Page - 15)

These TWO SEALED COVERS should be put together in a BIG ENVELOPE, duly sealed and superscribed "TENDER FOR OUTSOURCING OF BIO-MEDICAL WASTE MANAGEMENT SERVICES AT THE CENTENARY HOSPITAL OF KOLKATA PORT TRUST, TENDER NO. MED / PR / ADVT / 226 / 15-17 / 184 Dated 30 / 04 / 2015" and to be sent to the Chief Medical Officer, Centenary Hospital, Diamond Harbour Road, Kolkata-700053. Alternatively, the Sealed Tender may also be dropped in the 'Tender Box', kept at the Administrative Office of the Centenary Hospital (located near Majherhat Bridge / Kolkata Mint) between 05 / 05 / 2015 and 27 / 05 / 2015 (both days inclusive) from 10 AM to 3 PM on all working days excluding Saturdays and Sundays.

All envelops (Cover-I, Cover-II and the Big Envelop containing Cover - I & II) should bear the Name, Address and Telephone / Fax Nos of the firms submitting the tender.

5.8 <u>Last Date of Submission</u>:

Sealed Tenders must reach the Office of the Chief Medical Officer, Kolkata Port Trust latest by 15.00 hrs. on 27 / 05 / 2015 after which no tender shall be accepted.

5.9 Opening of Tender:

COVER-I of the Tender shall be OPENED at 15.30 hrs. on 27 / 05 / 2015 at the Centenary Hospital in presence of representatives of the intending bidders. One authorized representative of each bidder may be present at the time of opening of Cover-I. The person representing the bidder should carry a Letter of Authority to be issued by the authorized signatory of the bidder. Price Bids will be opened later and will be notified to the techno-commercially qualified Bidders only.

:SPECIAL CONDITIONS OF CONTRACT:

6. **SCOPE OF SERVICES:**

- 6.1 **Bed Capacity of the Hospital**: Centenary Hospital, Kolkata Port Trust is 104 bed Hospital.
- 6.2 Bio-Medical Waste generated in the Centenary Hospital are to be collected from the designated VAT of the hospital premises and treatement 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.
- 6.3 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.

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- 6.4 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.
- 6.5 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.
- 6.6 Segregation of Bio-Medical Waste will be done by the hospital authority and will pack them in colour-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 ammendments thereof.
- 6.7 Bio-Medical Waste shall not be mixed with other wastes.
- 6.8 Notwithstanding anything contained in the Motor Vehicles Act, 1988, or Rules thereunder, untreated Bio-Medical Waste shall be transported only in such Vehicle as may be authorised for the purpose by the competent authority as specified by the Government.
- 6.9 For collection of amputed 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).
- 6.10 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.
- 6.11 Bio-Medical Waste to be collected from the Hospital premises daily or not later than 48 hours as per Rules under acknowledgement of collection.
- 6.12 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.
- 6.13 The Contractor has to prepare the Annual consolidated report to be produced before the State Pollution Control Board.
- 6.14 Treatment and disposal of the Bio-Medical wastes must be done as per the guideline of the Bio Medical Waste Management Rules 1998.
- 6.15 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.
- 6.16 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.

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- 6.17 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.
- 6.18 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.

7. <u>CONTRACTOR'S / BIDDER'S COMMITMENTS:</u>

- 7.1 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.
- 7.2 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, licence etc. from the appropriate and competent authorities for meeting its commitment and for complying with the obligations of its part under the contract.
- 7.3 All workmen / manpower to be engaged by the Contractor should be covered under the statutory government regulations from time to time.
- 7.4 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.
- 7.5 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.
- 7.6 Workers of the Contractor shall not claim any type of compensation / absorption / regularization etc. from the KoPT authority.

8. CLIENT SUPPORT:

- a) KoPT will provide Vat as per Rules.
- b) Seggegration of Bio-Medical Waste and pack in colour codded 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.

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- 9. <u>DURATION OF ENGAGEMENT:</u> The Period of the Contract will be 2 years from the date of commencement of work.
- 10. <u>VALIDITY OF OFFER</u>: The offer should be VALID for a period of not less than 90 (ninety) days from the date of opening of the PRICE BID.
- 11. <u>WITHDRAWAL OF TENDER</u>: Withdrawal of tender / offer in the interval between the closing date for submission of tender and the expiry of the period of its validity will result in forfeiture of Earnest Money

12. 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 Cover I as mentioned under the Clause No. 3 "Eligibility to Bid" & "Tender Submission Procedures" Clause No. 5.7 of NIT.
- 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 Managment 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.

13. **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). Cost of Disposable Bags will also be considered for evaluation of Price Offer among the Techno-Commercially qualified bids.

14. REJECTION OF TENDER:

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

15. **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 in Cash in the Office of the Treasurer 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

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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 Origian 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.

16. SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:

- 16.1 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.
- 16.2. 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.

17. PRICE:

- a) Price must be quoted in Price Bid in I.N.R. only. Each figure stated should be repeated in words also. Tender shall be rejected if bidder quoted Prices / Rates in Techno-Commercial Bid.
- b) The Rates should remain firm for entire period of Contract.
- c) The prevailing rates & details of Tax elements like Sales Tax, VAT, Service Tax etc. if any applicable must be mentioned separately in the Price Bid. Rate of C.S.T. / VAT in full may be stated as KoPT will not furnish 'C' or 'D' form.
- d) The Rate of Discount over and above the price quoted, if any, to be stated clearly in the Price Offer. Any conditional discount will not be considered for the purpose of inter-se position
- e) No price escalation is admissible other than statutory increase in Taxes & Duties etc. against documentary proof.
- f) Price Bid should be FREE FROM ANY EXTRANEOUS CONDITIONS.

18. TERMS OF PAYMENT:

18.1 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 /

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Representative of the Hospital authority, that the performance of the Contractor was satisfactory & as per agreement.

18.2 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.

19. **PENALTY CLAUSE**:

- i) 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.
- ii) 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.

20. LIQUIDATED DAMAGE:

- 20.1 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 as mentioned in the letter of acceptance of the tender/offer, for every day delay or part thereof.
- 20.2 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 (I/C), 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.

21. TERMINATION OF CONTRACT:

- 21.1 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 in this respect, as communicated by the Chief Medical Officer shall be final and conclusive:
- (i) The Contractor has abandoned the contract.

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- (ii) In the opinion of the Chief Medical officer, the work / service rendered /man & materials supplied is consistently not satisfactory & not conforming to the contract.
- (ii) 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 Representative's written notice to proceed the work
- (iii) The Contractor or any one employed under him not complying with the statutory regulations/rules or found criminally indicted or committing any serious misconduct.
- (iv) 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.
- (v) 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.
- (vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.
- 21.2. 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.
- 21.3 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 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.
- 21.4 The KoPT (Trustees) shall have the power to retain all moneys due to the Contractor until the work is completed by other agency.
- 22. 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.
- 23. 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.
- 24. <u>ARBITRATION</u>: 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.
- 25. **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 Medicl Officer (I)
For Chief Medical Officer (I/C)

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CHECK LIST [TO BE SUBMITTED IN COVER -I]

Note: This Check list to be submitted along with the Techno-Commercial Bid duly filled in and signed with official Seal. Separate sheet may be used, if required, to declare anything relating to this tender.

1	Whether original Tender papers have been duly signed, stamped and enclosed with the Techno-Commercial Bid and Price Bid in Cover-I , Cover-II respectively, mentioning the number of papers enclosed.	Yes /No
2	Whether Trade License / Co-operative Registration Certificate / Certificate of Incorporation / Income Tax PAN / VAT Registration Certificate / Service Tax Regn. Certificate / Labour License / Registration Certificate with W.B.P.C.B. have been submitted in Cover-I.	Yes/No
3	Whether particulars of purchase of Tender Document and Earnest Money Deposit are enclosed in Cover-I .	Yes/No
4	Whether Power of Attorney in favour of the Signatory of the tender document, if any, is enclosed in Cover-I .	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 enclosed with the TC Bid in Cover-I.	Yes/No
6	Whether separate letter confirming Unconditional Acceptance of Tender Conditions is enclosed along with the TC Bid in Cover-I.	Yes/No
7	Whether the documents mentioned "Eligibility to Bid" Clause of the tender document has been submitted in Cover - I	Yes/No

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

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Particulars of Cost of Tender Document & Earnest Money Deposit

[TO BE SUBMITTED IN COVER -I]

A Cost of Tender Document:

Amount	
600.00 (Rupees Six hundred only)	

B. <u>Earnest Money Deposit</u>:

Particulars of Demand Draft/Banker's Cheque	Amount
(No., Date, Drawee Bank)	(In Rs)
	Rs. 10,400.00
	(Rupees Ten Thousand Four
	Hundred only)

Note:

DD / Banker's Cheque amounting to Rs. 600/- and Rs. 10,400/- drawn in favour of "Kolkata Port Trust", payable at Kolkata for the Cost of Tender Documents and Earnest Money respectively are to be submitted along with the Techno-Commercial Offer in COVER-1 in case Tender Document is downloaded from KoPT's Website: www.kolkataporttrust.gov.in or Central Public Procurement Portal www.eProcurement.gov.in.

Enclo:

D.D. / Banker's Cheque Nos. ______ & _____ (in case the tender document is downloaded or outstation firm)

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

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Centenary Hospital, Medical Department
Tender No. MED / PR / ADVT / 226 / 15-17/ 184 Dated 30 / 04 / 2015

Notice Inviting Open Tender for Outsourcing Of Bio-Medical Waste Management Services at the Centenary Hospital of Kolkata Port Trust

APPENDIX-'A' [TO BE SUBMITTED IN COVER -I]

Name of the Firm / Bidder:	
Name of the Authorized Signate	pry:
Official Address:	
Phone No.:	FAX:
E-Mail:	Cell Phone No.:
Trade License No.:	Registration 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
the Contract and the Terms and annexed Bill of Quantities with being accepted in full or in pa Quantities, General Conditions	cordance with the Specifications, Bill of Quantities, General Conditions of a Conditions as stated in the tender and at rates and prices set out in the line the time period as stated in the tender. In the event of our tender, the also hereby agree that the said Tender, Specifications, Bill of the Contract and the Terms and Conditions as stated in the tender hereof in writing by or on behalf of the Trustees shall form the Contract.
tender is Identical to the one determined the same is found altered \prime mo	hard copy of tender being submitted in the techno-commercial bid of the bwnloaded from your web site / Central Public Procurement Portal. In case dified in any way, we will be held responsible and our offer will be liable may also be barred from participating in future tender of KoPT without
	ncern was never been banned or de-listed by any Government or, Quasi- the declaration is found incorrect in future, our offer will be liable for
Offer No.	Signature of the Authorized Signatory of the Tenderer
Date://2015	(with official Seal and date)
Place:	

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APPENDIX 'B'

TECHNO-COMMERCIAL SPECIFICATIONS AND SCHEDULE OF SERVICE [TO BE SUBMITTED IN COVER -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.

SI. 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.	
	Any other relevant information not covered.	
4		

Offer No	Signature of the Authorized Signatory of the Tendere	
Date:// 2015	(with official Seal and date)	
Place:		

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Offer No.____

KOLKATA PORT TRUST



Date: ____ / 05 / 2015

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Notice Inviting Open Tender for Outsourcing Of Bio-Medical Waste Management Services at the Centenary Hospital of Kolkata Port Trust

APPENDIX-'C'

PRICE BID [TO BE SUBMITTED IN COVER -II]

1	2	3	4
SI. No.	Item	Amount Per Day Per Bed (Rs) in figure & in Words	Total Amount For 730 Days for 104 Beds (Rs) in figure & in Words
1	Charges against per Bed per day inclusive of all taxes (except Service Tax) 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 / 226 / 15-17 / 184 Dated 30 / 04 / 2015		
2.	Cost of each Bio-Medical Waste collection Polythene Bags (Size: 22" × 25") as specified Govt. of India Gazette No. 465.		
3.	Cost of each Puncture Proof Container for keeping Bio Medical Waste		
5.	Total Amount in Rs.		
6.	Service tax % as applicable on Item 1		
7.	VAT @%, as applicable on Item 2 & 3		

- NOTE: (i) The Bidder has to quote Price for per Bed per day exclusive of all taxes and duties against Sl. No. 1 above
 - (ii) Evaluation will be made on the basis of Total Amount at Column No. 4 at Row Sl. No. 5 above
 - (iii) VAT & Service Tax and Other Govt. Duty and Taxes will be paid **Extra** as applicable at per prevailing Rates.

WITNESSED BY:-	Authorized Signatory of the Tenderer
Name	(with official Seal and date)
Address	

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(with official Seal and date).

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То,		
The Treasurer		
Cash & Pay Section,		
Kolkata Port Trust,		
15, Strand Road, Kolkata – 700 001		
KOIKUTU - 700 001	Date:/ 2015	
Sub: <u>Application for Deposit of Earnest Money</u> .		
Ref: Tender No. MED / PR / ADVT / 226 / 15-17 / 184 Dated 30	/ 04 / 2015.	
Please accept the sum of Rs. 10,400/- (Rupees Ten Thousand Four Hundred) only as Earnest Money		
against the above tender and issue necessary Treasury Receipt in our favour.		
The Opening Date of Tender is: 27 / 05 / 2015.		
Au	uthorized Signatory of the Tenderer	