



चेन्नई पोर्ट ट्रस्ट
CHENNAI PORT TRUST

Website: www.chennaiport.gov.in

CHENNAI PORT TRUST HOSPITAL

TENDER NO. : CMO/T/07/2017/H
CLOSING DATE & TIME : 24.01.2018 at 14.30Hrs
OPENING DATE & TIME : 25.01.2018 at 15.00Hrs

TENDER FOR
“Disposal of Bio-Medical Waste in Chennai Port
Trust Hospital for One year (2018 – 19)”

(TWO COVER SYSTEM)

e -PROCUREMENT ON WEBSITE eprocure.gov.in

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CHENNAI PORT TRUST HOSPITAL

Instructions for Online Bid Submission

Instructions to the Tenderers to submit the bids online thro' the e Procurement site - <https://eprocure.gov.in>

- 1) The Contractor shall have Consent of Tamilnadu Pollution Control Board.
- 2) The Chennai Port Trust Hospital has decided to float **e-tender** to clear the Bio-Medical Waste in Chennai Port Trust Hospital for which Tenderer shall register their Digital Signature Certificate (DSC) in NIC portal **[e-procure.gov.in](https://eprocure.gov.in)** The Digital key is mandatory for participating in the **e-tender**. The tender value Rs. 2.00 lakh and above will be invited only through **e-tender** mode only.
- 3) Tenderer should do the registration in the tender site using the “Click here to Enroll” option available.
- 4) Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site
- 5) Tenderer can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- 6) Tenderer may read the tenders published in the site and download the required documents /tender schedules for the tenders he is interested.
- 7) Tenderer then logs into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e-token.
- 8) Only one DSC should be used for a tenderer and should not be misused by others.
- 9) Tenderer should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
- 10) If there are any clarifications, this may be obtained using clarifications or during the pre-bid meeting. Tenderer should take into account of the corrigendum's published before submitting bid online.
- 11) Tenderer must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one document, they can be clubbed together.
- 12) Tenderer should prepare the EMD as specified in the tender. The original should be posted/couriered /given in person to the specified location as per Tender Document, latest by the last date of bid submission.
- 13) Tenderer selects the tender which he is interested using search option & then moves it to my favorites folder.
- 14) From my favorites folder, he selects the tender to view all the details indicated.
- 15) The tenderer reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 16) The tenderer has to select the payment option as offline to pay the EMD as applicable.

- 17) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- 18) The tenderer has to enter the password of the DSC/etoken and the required bid documents have to be uploaded one by one as indicated.
- 19) The rates offered details have to be entered separately in a spreadsheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the tenderer, his bid will be rejected.
- 20) The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The tenderer has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 21) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 22) The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 23) For any clarifications with the TIA, the bid number can be used as a reference.
- 24) Tenderer should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, tenderer only is responsible.
- 25) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the eProcurement system. The tenderers should follow this time during bid submission.
- 27) All the data being entered by the tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used for data storage encryption of sensitive fields is done.
- 29) Any documents that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 30) For any queries, the tenderers are asked to contact by mail cppp-nic@nic.in or by phone 1-800-233-7315 well in advance.

CHENNAI PORT TRUST HOSPITAL

e-Procurement Through Online Covering Letter

Tender No.CMO/T/07/2017/H

Due on: 24.01.2018

From:

To:

**Chief Medical Officer,
Chennai Port Trust Hospital,
Spring Haven Road, (Opp. R.B.I)
Chennai – 600 001.
Tel.: 25312373, 25312277
Fax: 25383376**

- 1) i) Tender/Bid shall be accepted through online mode and no manual submission shall be entertained.
ii) Tenderer is required to submit their tender through online in the form of Two Cover System on or before **due date of closing time 24.01.2018 at 14:30Hrs.** The Tender Bid received after the due date and time will not be entertained.
iii) Tender Document can be submitted online only in the designated two cover system on the e-tender website **eprocure.gov.in** on or before the due date. The time of opening of technical bid will be on **25.01.2018 at 15.00 Hrs.**
iv) Tenderers can download the Tender Documents from the Trust's Website **www.eprocure.gov.in** & www.chennaiport.gov.in.
- 2) i) The amount of Earnest Money Deposit is **Rs. 9,100/-**
ii) Tenderers can download the Tender Documents from Website. EMD should be in the form of Demand Draft or Banker's Cheque drawn in favour of Chairman, Chennai Port Trust payable at Chennai. The original Demand draft / Banker's Cheque towards EMD (in sealed super scribed as "EMD for Tender no. CMO/T/07/2017/H, Service of Disposal of Bio Medical Waste in Chennai Port Trust Hospital's for One year) is to be sent to The Chief Medical Officer, Chennai Port Trust, Spring haven Road, (Opp. To RBI), Chennai – 600 001 so as to reach this office on or before the closing date and time.
- 3) Tenderer shall quote as per the specifications given in the Schedule -A.
- 4) Eligibility criteria as stated in the General Terms & Conditions and Special Conditions of this document shall be followed strictly.

UNDERTAKING BY FIRM

1. **The Tenderer shall have Consent of Tamilnadu Pollution Control Board.**
2. The periodicity of the **Contract for Disposal of Bio-Medical Waste in Chennai Port Trust Hospital with free pickup of various types of Hospital Bio-Medical Waste for one year** for an estimated cost of Rs. 4,53,758/- from the date of signing of competent authority and extendable for a further period of one year at the same rate.
3. The contractor should have experience in the field of collection and disposal of Bio Medical waste for reputed Hospitals etc.
4. The Chennai Port Trust Hospital has decided to float e-tender to dispose the Chennai Port Trust Hospital Bio Medical waste for which contractor shall register your Digital Signature Certificate (DSC) in NIC portal **eprocure.gov.in**. The Digital key is mandatory for participating in the e-tender. The tender value Rs.2.00 lakh and above will be invited only through e-tender mode only.
5. The Tenderer shall have sufficient manpower to collect and dispose the Bio Medical waste.
6. The prices quoted should be on a rupee basis exclusive of Goods and Service Tax (GST) which will be paid as per actual on production of documentary evidence. **The rate shall be quoted per day per bed.** The rate quoted must be kept firm throughout the contract period of **one year** and no request for any revision will be accepted under any circumstances. All taxes duties and charges etc. applicable must be indicated.
7. **Service Place:** The Chief Medical Officer, Spring Heaven Road, Chennai Port Trust Hospital, (Opp. To R.B.I.), Chennai Port Trust, Chennai – 600 001.
8. **100% payment will be made within 30 days from the date of acceptance of service. To make payment through NEFT, furnish the following details:**
 - a. **Name of the Bank and Branch details**
 - b. **Account Number**
 - c. **MICR Number**
 - d. **Type of Account**
 - e. **GST Number**
 - f. **PAN Number**
 - g. **MOBILE NUMBER.**
 - h. **IFS CODE**
 - i. **COPY of the front page of Pass Book and Cancelled Cheque.**

Office Stamp of the Tenderer
Signature of Tenderer: _____
Designation: _____
Date: _____

CHENNAI PORT TRUST HOSPITAL

E-Procurement Through Online CONDITIONS OF TWO COVER SYSTEM

1. Tender/Bid shall be accepted through online mode and no manual submission shall be entertained.
2. The Tenderer is required to submit his quotation in the form of **TWO-COVER SYSTEM** through online.
3. Criterion for the award of contract is the lowest substantially responsive Bid.
4. **Contents of COVER – I:**

This shall contain scanned copy of the following.

- a) A '**Check List**' for the items quoted in the format given in duly filled form should be uploaded.
- b) Specifications in **Schedule-A** duly filled-in shall be uploaded along with the tender.
- c) **Local service center details** viz, contact person, address, phone no, e-mail ID etc.
- d) A confirmation that the Tenderer will abide by all the Clauses of the Tender documents.
- e) The undertaking letter as required in the eligibility criteria of General Terms & Conditions of the document should be uploaded.
- f) The Tender document should be digitally signed by the tenderer in all pages with office seal.
- g) The Tenderer shall ensure that his tendered rates are not mentioned in any accompaniments to this tender as submitted in the first cover referred to in Clause "A" above either directly or indirectly. Non-compliance of this condition will result in the Tender being rejected.
- h) Copy of one service order for the similar item made to other institutions with authorized signature from institutions may be submitted.
- i) Copies of firm's GSTIN registration and PAN No shall be submitted.

6. **Cover-II: PRICE SCHEDULE(BOQ).**

The rate should be quoted in the original rate Schedule (BOQ).

7. **EVALUATION PROCESS:**

A proposal shall be considered responsive, if it is received in Due Date and time.

- a) It is digitally signed.
- b) It contains the information and documents as required in the Tender document.
- c) It contains information in formats specified in the tender document.
- d) It mentions the validity period as set out in the document.
- e) It provides the information in reasonable detail ("Reasonable Detail" means that, for minor deviations, the information can be reviewed and evaluated by the Port Trust without communication with the Qualified

- Applicant). The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
- f) There are no significant inconsistencies between the Proposal and the supporting documents.
 - g) The Technical qualification conforms to as specified in the eligibility criteria of General Terms & Conditions (Schedule-B).
 - h) A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is (1) which affects in any substantial way, scope, quality, or performance of the Tenderer, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicants presenting substantially responsive bids.
 - i) The Port Trust reserves the right to reject any Tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
 - j) The Port Trust would have the right to review the Technical Qualification and seek clarifications where necessary.
8. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Medical Officer will examine and seek clarification if any and list out the firms, which are found technically suitable and cover-II – Price bid of such tenders only will be opened.
 9. The date and time will be intimated to Tenderers whose offers are found suitable and cover-II of such Tenderers will be opened on the specified time and date.
 10. The Cover-II (Price Bid) of those technically qualified Tenderers alone shall be opened.
 11. The rate quoted should be for a unit and given specification. The Tenderer is not **permitted to change / alter specification or unit size**.
 12. The Telegraphic/Fax/E-mail offers will be treated as defective, invalid & rejected.
 13. Only detailed completed offers received prior to closing time and date of the Tenders will be taken as valid.
 14. 100% Payment will be made within 30 days from the date of acceptance of service. **To make payment through ECS, furnish the followings details, (a) MICR Number, (b) Name of the Bank and Branch details, (c) Account Number (d) Type of Account, (e) GSTIN Number, (f) PAN Number, (g) IFS Code, (h) Mobile Number, (i) Copy of front page of pass book and (j) Cancelled Cheque.**
 15. The contract will be finalized on individual item basis. If there is specific mention in the Schedule 'A' of this document to the effect that all the items will be taken together for evaluation purpose and contract will be finalized on single service provider, then this clause becomes nullified.
 16. The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC-Act in connection with the bid.

17. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.
18. Any misrepresentation of facts (or) furnishing false information by the tenderer are liable to be blacklisted, declaring them ineligible for a stated period of time.
19. The person whose quotation or any portion of whose quotation is accepted, must within 10 days of receipt of notice of such acceptance or within such extended time as may be allowed by the Chairman, Chennai Port Trust at his discretion, deposit as security in any of the following manner: - Demand Drafts. The deposits in the manner suggested above shall be of an @ **5%** of the Tender Value towards **security** for the due fulfillment of the condition, failing which the agreement is liable to be treated as null and void.
20. **The EMD amount of successful Tenderer will be adjusted towards the security deposit only on the request furnished by the successful tenderer in the writing for the particular tender only.**

**CHIEF MEDICAL OFFICER.
CHENNAI PORT TRUST HOSPITAL**

CHENNAI PORT TRUST HOSPITAL

SCHEDULE 'A'

**E-Procurement Through Online
SCHEDULE OF SPECIFICATION**

**Disposal of Bio-Medical Waste in Chennai Port Trust Hospital for
the period of ONE year (2018 – 19)**

Sl. No	Description of item with Specifications	Units	Quantity
I.	Disposal of Bio-Medical Waste in Chennai Port Trust Hospital with free pickup of various types of Hospital Bio-Medical Waste for one year	Per Day / Per Bed	1

Pre-qualification criteria.

- 1. The Bidders shall have the service facility in Chennai and all services should be done in Chennai only. Proof of local address, contact person, phone no. & e-mail ID etc., must be furnished.**
- 2. The Bidders shall have consent of Tami Nadu Pollution Control Board (TNPCB).**
- 3. Bidders shall register their Digital Signature Certificate (DSC) in NIC Portal eprocure.gov.in. The Digital key is mandatory for participating in e-tender mode.**
- 4. The Pick-up should be done on daily/alternate days.**
- 5. The Bidders should provide the proof of experience in the field for not less than three years.**

**CHIEF MEDICAL OFFICER
CHENNAI PORT TRUST HOSPITAL**

CHENNAI PORT TRUST HOSPITAL

**E-Procurement Through Online
GENERAL TERMS AND CONDITIONS**

“Tenderer should submit their tender through online with relevant documents duly filled in the enclosed checklist”.

1. Tenderer should upload the **“Check List”** by duly filling the particulars in the Prescribed format as enclosed in the Tender document, otherwise your offer will not be considered.
2. The tenderer are eligible to participate in the tender. Copy of firm’s GST and PAN No shall be submitted.
3. Offer received later than the specified date and time will not be considered.
4. Tenderer must offer exactly as per tender specifications.
5. The Rate quoted should be inclusive of all charges for delivery at the given address.
6. Tenderer will also separately quote taxes and other charges in BOQ price bid.
7. **If Bidders fail to collect the Bio medical waste within 24 hrs. of previous day Bio medical waste collection Chennai Port Trust Hospital shall inform the firm (who is awarded the contract) the same shall be cleared with in next 24 hours. If for some reason, the firm has not cleared the Bio medical waste within 48 hours that day’s 50% charges will deducted in the billing.**
8. Tenderer should quote a firm price in their offer without which their offer is likely to be ignored.
9. Tenderer shall furnish prevailing rate of taxes, in order to enable him to claim variation in taxes and duties at a later date, to justify or substantiate its basis.
10. Tenderer shall not furnish any ambiguous or vague information in the tender.
11. The Tenderer shall have Consent of Tamil Nadu Pollution Control Board.
12. The Hospital Bio medical waste should be picked up free of cost.
13. The Chennai Port Trust Hospital has decided to float e-tender to disposal of Bio Medical Waste for which contractor shall register your Digital signature Certificate (DSC) in NIC portal **eprocure.gov.in**. The Digital key is mandatory for participating in the e-tender mode only.
14. The details of infra structure should be clearly mentioned.

15. The details of Man power, Sources of disposal of Bio medical waste should be clearly mentioned.
16. The collection of Bio medical waste pick-up should be done on daily/alternate days.
17. The Contract or any part share or interest in it shall not be transferred directly or indirectly to any person, whomsoever without the written consent of the Trust.
18. In the event of breach of any of the provisions of the contract by the contractor, the Trust shall have the right to terminate the contract summarily.
19. In the event of the contract being terminated at any stage due to unsatisfactory for collection and disposal of Bio medical waste, the Chief Medical Officer has the right to award the contract to any other contractor and the contractor will be liable to make good any loss incurred by the Trust on this account, such amounts will be recovered from any money due to or to become due to the contractor.
20. Bills in duplicate, for disposal of Bio medical waste shall be submitted to the Trust's Chief Medical Officer by the first week of the month, following the month, in which the disposal of Bio medical waste was made, whereupon the bill will be scrutinized by the Chief Medical Officer and forwarded to the Trust's Financial Adviser & Chief Accounts Officer. No advance payment will be made to the contractor on any account at any time.
21. Upon the complete fulfillment of this contract by the contractor to the satisfaction of the Trust, the amount deposited by the contractor as security for the due fulfillment of this contract, will be returned to him less the amount if any due by the contractor to the Trust. If, however, the security is made up of a guarantee bond executed by a bank, on behalf of the contractor, it will be discharged and returned to the bank, after collecting the amount, if any, due by the contractor to the Trust.
22. The Chief Medical Officer's decision with regard to the termination of the contract shall be final and binding.
23. The Chief Medical Officer's authorized official will have full right of inspection of disposal of Bio medical waste service by the contractor to ensure service.
24. The rates quoted by the Contractor should be valid for **One Year** from the date of signing of agreement by C.M.O.
25. The Trust reserves the right to extend the period of contract for a further period up to one year at the same rates, terms and conditions as herein mentioned.
26. The Trust shall also have, without prejudice to other rights and remedies, the right in the event of breach by the Contractor of any of the terms and conditions of the Contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover losses, damages, expenses or costs that

may be suffered or incurred by the Trust. The decision of the Trust about the breach/failure on the part of the Contractor and shall be final and binding on the contractor and shall not be called into question.

27. The Trust also reserves the right to terminate the contract at any time during its currency without assigning any reason thereon by giving 30 days notice in writing to the Contractor at their last known place of residence/ business and the Contractor shall not be entitled to any compensation by reason of such termination. The decision of the Trust under this Clause shall be final, conclusive and binding on the Contractor and shall not be called into question.
28. The Tenderer shall not change the composition during the currency of the contract without the prior approval of the Trust. Any happening like death/resignation of any partner / director / member shall be notified within 24 hours of such happening by Registered letter to the Chief Medical Officer, Chennai Port Trust Hospital, Spring Haven Road, (Opp. to R.B.I) Chennai – 600 001. On receipt of such notice, the Trust reserves the right either to terminate or continue the contract.
29. In the event of any dispute, legal or other proceedings by any party or parties concerning the constitution or composition of the Contractor, the Trust reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due to accrued to the Contractor.
30. The contract shall be awarded on the basis of **“Principal-to-Principal”** and the Contractor shall be deemed to be an independent contractor engaged for the performance of services/work/job in the manner and to the extent provided in these presents.
31. The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
32. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

TAXES AND LEVIES

33. Rates of taxes/levies etc., such as GST or Octroi payable on the material should be Given in the offer. If nothing is stated in the rate quoted, then the rate quoted will be deemed to include all the taxes & levies. For receiving payment of GST quote the GSTIN Number. Full Tax has to be paid as Chennai Port Trust is not empowered to issue any 'C' Form or 'D' Form for concessional rates. Offers with GST /other taxes / charges extra without specifying rates therefore are likely to be ignored.
 1. (i) It is to be specifically noted that this tender does not come within the purview of the system of registration of approved suppliers in vogue with the Trust and as such firms who are registered as an approved supplier are required to pay the Earnest Money Deposit to participate in this tender. No relaxation with regard to payment of Earnest Money Deposit and Security

Deposit will be made on the ground that the Tenderers are on the approved list of D.G.S. & D. Railways etc. However small scale units registered with **National Small Industries Corporation Limited** are exempted from the payment of Earnest Money Deposit by providing a Photo copy of the Certificate from the registering authority duly attested by a Gazetted Officer of Central /State Government is produced to substantiate their status as a small scale unit currently registered with the National Small Industries Corporation Limited. With regard to payment of Security Deposit, there is no relaxation to National Small Industries Corporation's registered unit also.

(ii) The NSIC certificates required to be submitted as per the condition mentioned above and should contain the item Covered in the tender or otherwise the offer and make is liable for rejection. Since the permanent certificate issued by NSIC is stated to be valid for a period of 3 years only from the date of issue and in such cases validated certificate copy also duly attested in the manner prescribed should be submitted along with the quotation.

2. The Tenderers, who are not qualified in the pre-qualification stage, the Earnest Money Deposit of those Tenderers will be refunded. Hence Tenderers are requested to forward **ADVANCED STAMP RECEIPT** with seal along with the quotation. To make payment through ECS, furnish the following details (a) MICR Number (b) Name of the Bank and Branch details (c) Account Number (d) Type of Account (e) GSTIN Number (f) PAN Number (g) IFS Code (h) Mobile Number (i) Copy of front page of Pass Book and (j) Cancelled Cheque in Cover –I so that EMD can be refunded immediately if found unsuccessful during evaluation.
4. The Earnest Money Deposit will be refunded to the unsuccessful Tenderers (after opening of price bid) after the tender is settled. EMD will be refunded to the successful tenderer after lodgement of Security Deposit. Ch.P.T will not be responsible for reimbursing to the tenderer their bank commission for issue of Banker's cheque/Demand Draft/Pay Order and for encashing such cheque. No interest will be payable by the Ch.P.T for the EMD deposited.
5. In the event of the Tenderer withdrawing his offer before expiry of the validity period of the tender, his offer will be treated as cancelled and EMD deposited will be forfeited.
6. In case of successful Tenderer, EMD will be forfeited in the event of any breach whatsoever on the part of such Tenderer of any of the terms and conditions upon and subject to which the tenderer's offer shall be accepted by the Ch.P.T.

SECURITY DEPOSIT

34. The successful tenderer will pay Security Deposit (SD) at 5% of the total value of Tender inclusive of all taxes and levies within 14 days from the date of award of contract vide Banker's cheque / Demand Draft/Pay Order drawn in favour of "Chairman, Chennai Port Trust" & payable at CHENNAI. No interest will be payable for the sum so deposited. The Security Deposit will be refunded only after successful execution of the Purchase Order/Rate Contract in full to the satisfaction of the Chief Medical Officer,. The EMD lodged by the successful tenderer will not be refunded till receipt of SD and Agreement.

35. In the event of offer being accepted decides to pay the Security Deposit in the form of Bank Guarantee(Bank guarantee is accepted only if the SD is above Rs.5 Lakhs) Such Bank Guarantee should be from any Nationalised Bank / Scheduled Bank having Branch at Chennai with a provision for enforcement and encashment at Chennai.

PAYMENT TERMS

- 36.Ch. P.T standard payment terms are 30 days from the date of acceptance of the Service. The Contractor shall send an advance Stamped Receipt along with the bill to avoid delay in payment, failing which, the bill will be returned to the Contractor.

VALIDITY

- 37.The tenderer will keep his offer open for acceptance for a period of 180 days from the due date of tender. But after award of Contract the rate should be constant for a period of two years.

ACCEPTANCE / REJECTION OF TENDER

- 38.The Ch.P.T is not bound to accept the lowest tender. Any or all tenders in whole or in part may be rejected without assigning any reason. Ch.P.T further reserves the right to accept any tender in whole or in part at their option.
- 39.At any time prior to the date of submission of Tender, Chief Medical Officer may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an amendment. All prospective tenderers who have received the tender document will be notified of the amendment in writing and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Chief Medical Officer may at his discretion, extend the date and time for submission of tenders.
- 40.In the event of any dispute arising out of the tender such dispute would be subject to the **jurisdiction of the Civil Court within the city of Chennai only.**

**CHIEF MEDICAL OFFICER
CHENNAI PORT TRUST HOSPITAL**

CHENNAI PORT TRUST HOSPITAL
COMMERCIAL CHECK LIST

FIRM'S ASSURANCE FOR COLLECTION AND DISPOSAL OF BIO-MEDICAL WASTE
CONTRACT

Name of the firm M/s.....

FIRM'S ASSURANCE LETTER

S.No	Terms & Conditions of the Trust	Firms Reply Accepted / Not Accepted
1	The Bidder shall have Consent of Tamilnadu Pollution Control Board.	
2	The Bidder must have Digital Signature Certificate (DSC) which is mandatory for participatory in the e-tender mode.	
3	Tender Validity: 180 days from the date of opening of tender	
4	Clearance of Bio Medical Waste every day/alternative day from the date of award of contractor	
5	Bio medical waste will be cleared from Chennai Port Trust Hospital at free of cost.	
6	Acceptance of Trust payment conditions i.e. 100% payment will be made by the Trust within 30 days after clearance of Biomedical waste as per tender condition	
7	VAT/CST /GST for service (if applicable) and % should be mentioned.	
8	Rate validity : ONE year from the date of award of contract	
9	To ensure that the quoted rate is not higher than the rate quoted in any Government or Private or Public Organization	
10	The Bidder shall ensure that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with bid.	
11	The Bidder shall disclose any payments made or proposed to be made to any intermediaries (agents' etc.) in connection with the bid.	
12	Firm should have experience in the Bio medical waste field on similar contracts for last three years (Scanned copy of 'Certificate of Registration / Tax Registration etc., should be uploaded on e-procurement portal)	
13	Scanned copies of Financial standing through latest I.T.C.C. / Annual Report (Balance sheet and Profit & Loss Account) of last 3 years i.e 2014-15, 2014-16 and 2016-17 should be uploaded on e-procurement portal)	

Firms Seal

Authorised Signatory
With name seal

PROFORMA
Memorandum of Agreement

MEMORANDUM OF AGREEMENT made this _____ day of _____

Between the Trustees of the Port of Chennai (a body Corporate) under Major Port Trusts Act 1963 as amended from time to time hereinafter called the Board _____ of _____ the _____ one _____ part _____ and M/s.....

hereinafter called the "Supplier" of the other part. Whereas the Board is desirous of Purchasing certain goods or materials viz.,

and has drawn up a schedule of specifications Schedule A and Schedule of special conditions of supply – Schedule "B" and whereas the Supplier has agreed to supply the goods or materials referred to in Schedule "A" at the rates noted therein and subject to the Schedule of special conditions of contract Schedule "C" hereinafter referred to as 'the said conditions and as Security for the due fulfillment of all conditions of this contract has Deposited with the Board _____ a _____ sum _____ of Rs.....(Rupees.....

.....Only) by Cash/has agreed to produce to the Board Bank Guarantees in the Boards' prescribed form for Rs..... (Rupees..... Only)

from the now it is hereby agreed to as follows:

1. In consideration of the sum to be paid at the time and in the manner set forth in said conditions the Supplier will upon and subject to the said conditions supply the goods or materials described in Schedule "A" with such variations as provided for in the said conditions.
1. The terms "CHIEF MEDICAL OFFICER" in the said conditions shall mean the officer appointed by the Board with the approval of Government to be in charge of the Board's Stores Department.
2. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by submit themselves to the conditions and stipulation and perform the agreement on their parts respectively.
3. **(i)** The decision of the CHIEF MEDICAL OFFICER shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications designs drawings and instructions and as to the quality of workmanship or the materials used in manufacturing the materials ordered or any matter arising out of or relating to the specifications designs and drawing and instructions concerning the materials ordered. The above shall not be a subject for arbitration and in no case shall the supply of the whole quantity or outstanding part quantity be stopped consequent on such a dispute arising and the supply shall be carried out by the supplier strictly in accordance with the instructions of the CHIEF MEDICAL OFFICER.
- ii). If the Supplier claims (a) a decision or the instructions of the CHIEF MEDICAL OFFICER is unjustified and that in pursuance of that claim he is entitled to insist upon the CHIEF MEDICAL OFFICER for acceptance of any rejections in supply (b)

extra payment on account of statutory levies, extra freight excess quantities variation in freight and (c) For payment for damaged goods withheld he shall forthwith notify this to the CHIEF MEDICAL OFFICER to record his decision and the reasons therefor in writing and shall within two weeks stake his claim in writing to the CHIEF MEDICAL OFFICER.

The CHIEF MEDICAL OFFICER shall thereafter within four weeks of receipt of the claim reply to the points raised in the claim, unless resolved by negotiations or discussions immediately thereafter within a further four weeks the questions of liability for such payment will be treated as one of the disputes.

iii). In the contract wherever there is discretion of exercise of will by the CHIEF MEDICAL OFFICER prior to or in the course of supply the mode or manner of exercise of discretion shall not be subject matter for arbitration.

iv). Any litigation arising out of this agreement shall only be challenged within the jurisdiction of Hon'ble High Court of Madras.

IN WITNESS WHEREOF THE PARTIES HEREIN TO SET THEIR hands and seals the date and year first above written.

Chief Medical Officer
Chennai Port Trust

The Common seal of the Board
Of Trustees of the Port of Chennai
Represented by the Chairman were here unto
Affixed and the Signature is made on behalf of and by
authority from the Chairman of the Board of Trustees
Under Sec 34(i) of the Major Port Trusts Act 1963.

Dr. Shri. C. Raja Ravi Varma
The Chief Medical Officer
has set his Hands here unto
in the presence of

Signed and sealed by the Supplier
In the presence of
Witness (Name and Address)

1.

2.

PROFORMA FOR ADVANCE STAMPED RECEIPT
(for Refund of EMD)

ADVANCE STAMPED RECEIPT

Received with thanks from the CHAIRMAN, Chennai Port Trust, Chennai – 600 001 for Rs...../-
(Rupees.....only) towards the refund of EMD amount against the Tender
No.....

AUTHORISED

SIGNATORY

COMPANY NAME SEAL

Note:-

Advance Stamped Receipt must be submitted in the firm's letter head along with tender documents for refund of EMD to unsuccessful tenderers immediately after evaluation of tender.