Advertisement No: BHU/SSH/2021-22/ePro/19

Dated: 27/10/2021

## **BID DOCUMENT**

(e - Procurement)

Rate Contract for

Work for Removal of Bio Medical Waste and Solid Waste for Sir Sunderlal Hospital, and Trauma Centre BHU, Varanasi



Issued On:

27/10/2021

Sir Sunderlal Hospital BANARAS HINDU UNIVERSITY VARANASI-221005, INDIA

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Tender document containing detailed guidelines is enclosed. Vendors should read the Tender Document carefully before submitting their offers.

#### SECTION I: NOTICE INVITING TENDERS (NIT) (GENERAL TERMS & CONDITIONS)

The Sir Sunderlal Hospital and the Trauma Centre of Banaras Hindu University is only tertiary care hospital in Eastern Uttar Pradesh which caters to the health care needs of more than 15 crore population in vast catchment area that included Eastern Uttar Pradesh, Bihar, Jharkhand, Madhya Pradesh, Chhattisgarh and even neighbouring country Nepal.

- (A) The Sir Sunderlal Hospital (SSH), including Centenary Super Specialty Block (CSSB), MCH wing, Regional Institute of Ophthalmology (RIO), Psychiatry Building, Bone Marrow Transplant Centre and Dental Faculty, consists of Out-Patient Department, In-Patient Department, Emergency services, Operation Theatre Services, Blood Centre, Centre for Clinical Investigation, Microbiology, and Pathology laboratories including ICU.
- (B) The Trauma Centre consists of Out-Patient Department, In-Patient Department, Emergency services, Operation Theatre Services including ICU.

The Sir Sunderlal Hospital and the Trauma Centre are primarily a teaching and training Hospital for Under Graduates, Post Graduates, Super Specialties and Research Courses run in the Institute of Medical Sciences. The daily turnout of patients in Sir Sunderlal Hospital is approx.. 2500-3000, in CSSB is 300-400 and in the Trauma Centre is 300. At present the bed strength of Sir Sunderlal Hosital is 2215 (SSH-1585, CSSB- 430, MCH wing-100 and RIO- 100, CoE Psychiatry 72) and Trauma Centre is 334.

The Banaras Hindu University, Varanasi has decided to outsource the collection, segregation, removal, transportation to incinerator plant and safe disposal of Biomedical Wastes, and solid waste in accordance with the Hospital Biomedical Waste Management rules recommended by the law in force, on daily basis from the various units of the Sir Sunderlal Hospital, Super Specialty Block & Trauma Centre.

Online tenders, in two-bid system, are invited from reputed bidders having at least three years experience of dealing with the Government Organisations for Contract of items as per enclosed specification with related terms and conditions. Bids should be valid for a minimum period of 180 days from the date of opening of technical bid for the purpose of bid evaluation / finalization of contract. As this is contract tender, after finalization of the contract, the approved charges shall be valid for a period of 5 (Five) years from the date of approval of the contract.

- 1. Bidders can download the bid document from Central Public Procurement Portal website at **www.eprocure.gov.in** and **www.bhu.ac.in** Vendors are required to submit the bid online by scanning and uploading all the relevant documents through <u>www.eprocure.gov.in</u>
- 2. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- 3. The bidders are advised to submit the bids through online e-tendering system to the Tender inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
- 4. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
- 5. All the data being entered by the bidders would be encrypted using Public Key infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.

- 6. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8. The firms who intend to participate in the tender should first ensure that they fulfill all eligibility criteria as prescribed in the general terms & conditions.
- 9. The bidder submitting his / her tender would be deemed to have thoroughly read, considered and accepted all the terms & conditions mentioned in the tender document. No enquiries shall be entertained in respect of acceptance or rejection the bid.
- 10. Bidder shall submit duly filled, signed & stamped annexures as per the format provided.
- 11. The Service Provider shall be responsible for collection, segregation, removal, transportation to incinerator plant and safe disposal of Hospital Biomedical Wastes in accordance with the Hospital waste management rules recommended by the law in force, on daily basis from the various units of S. S. Hospital such as Super Specialty Block, Blood Centre, Centre for Clinical Investigation, MCH Wing, University Student Health Care complex, University Employee Health care Complex, Laboratories of Deptt. of Microbiology, Deptt. of Pathology, the Immunodiagnostic Centre, Regional Institute of Ophthalmology, Faculty of Dental Sciences, Psychiatry building and Bone Marrow Transplant Centre, presently situated at Foundation place of the University and any other area under administrative control of the Medical Superintendent and from Trauma Centre premises such as OPDs, Wards, Operation Theatres and any other area under administrative control of the Professor In-charge, Trauma Centre, BHU. In case, when the Bio-Medical Waste is not removed on any single day of the year, a penalty amount equal to 4% of the monthly charge, shall be deducted from the monthly payment. Also 8% of the total monthly bill will be deducted in case of gross negligence. The Service Provider will have to comply with changes introduced in the Bio Medical Waste Management Rules and notified by regulatory authority during the period of the agreement.
- 12. The Service Provider must comply relevant provisions of Bio-Medical waste Management & handling rule 2016 as well as guideline for handling treatment of biomedical waste of COVID-19 Patient (25 March 2020).
- 13. Past experience for similar nature of work in a Government hospital of 300 beds or more alongwith documentary evidence.
- 14. The performance of the Service Provider will be reviewed by the Inspection Committee, constituted by the University on quarterly basis (every 3 Monthly) and in case not found satisfactory the contract will be terminated.
- 15. The Service Provider shall not involve any Child Labour.
- 16. The Service Provider shall submit daily report of removal of the Bio Medical Waste of the Hospital on the format, approved by the Medical Superintendent, to office of the Medical Superintendent, Sir Sunderlal Hospital, BHU, Varanasi and the Prof. In-charge Trauma Centre.
- 17. The Bidder should have valid License/Certificate from the appropriate authority such as CPCB/UP State Pollution Board for the said work.
- 18. The agency should have valid labour license and Statutory registration with **EPF**, **ESIC** etc. A copy of these documents must be uploaded in the bid proposal.
- 19. Payments shall be made after satisfactory execution of the Job work on monthly bill basis.

- 20. The Banaras Hindu University (BHU) will be under no legal obligation to provide employment to any of the personnel of the contractor and the University recognizes no employer-employee relationship between the University and the personnel deployed by the contractor.
- 21. The Service Provider shall comply with all the statutory provisions as laid down by Govt. time to time.
- 22. The Hospital shall not be responsible financially or otherwise for any injury to the Service Provider or person deployed by the Service Provider in the course of performing the duty.
- 23. The Service Provider shall not engage any sub-contractor or transfer the contract to any other firm/agency.
- 24. If any information furnished by the Service Provider is found to be incorrect at any time, the tender/contract/agreement is liable to be terminated without any notice and the security is liable to be forfeited by the University.
- 25. In the event of any breach/violation or contravention of any terms and condition contained in the tender, the contract will be terminated and the said earnest money will be fortified.
- 26. The University reserved the right to accept or to reject any or all the offers without assigning any reasons thereof.
- 27. The Memorandum of Understanding (MoU) will be for **5 Years initially** and may be extended for another 1 year on the basis of mutual agreement by both the parities and satisfactory work performance by the Service Provider.
- 28. The Service Provider has to provide colour coded & bar coded bags to the various sites as per the norms of the Biomedical waste Management Rules along with all equipments/machines and protective materials required for employee of the Service Provider. The colour coded dust bins for Bio Medical Wastes will be provided by the Banaras Hindu University.
- 29. In case of any dispute arising between the firm and the University, the matter shall be referred to Hon'ble Vice Chancellor, Banaras Hindu University for arbitration whose decision would be binding.
- 30. All disputes are subject to "Varanasi Jurisdiction" Only.
- 31. Matching the lowest rates- The Hospital Tender Committee will have the discretion to award the contract, where rate quoted by two or more firms are found same.
- 32. The Bidder will apply combindly for both category i.e. removal of Bio Medical Wastes and Solid Waste.
- 33. The Bidder will apply separately for S.S. Hospital and Trauma Centre.
- 34. The Service Provider will submit unit wise report of Bio Medical Wastes collected from various units of Sir Sunderlal Hospital, CSSB and Trauma Centre on daily basis.
- 35. Minimum financial turnover of last three financial years, i.e. 2018-19, 2019-20 and 2020-21 should be more than Rs. 50 lac per year. A certificate from a Chartered Accountant to this effect must be attached.
- 36. All wastes, other than Bio Medical Wastes, generated on daily basis in various units of Sir Sunderlal Hospital, Centenary Super Specialty Block and Trauma Centre, collected and transported to a definite place by the University, will be removed and safely disposed by the Successful Bidder.

### **Earnest Money Deposit:**

1. The bidder shall give undertaking in the format available at **Annexure VIII** for declaration in lieu of EMD/BID security.

- 2. The successful bidder shall deposit with the University an amount equivalent to 3% of the total value of contract in the form of a Performance of Bank Guarantee (PBG) furnished by a nationalized bank within 45 days of execution of the MoU for due and complete performance of the terms and conditions of the tender. The said PBG shall be valid for a period of 62 months from the date of execution of the MoU, in case, the University invokes the PBG for default in due and complete performance of terms and conditions of the tender by the successful bidder, the MoU would be deemed to have been terminated by the University.
- 3. Bidders are required to upload the scanned documents as per check list like VAT/Sales tax / GST registration, PAN Card, valid document regarding registration of the firm along with the bid. The bidders should submit self attested copies of the Income Tax return for the last three financial year (i.e. 2018-19; 2019-20 & 2020-21).
- 4. The technical bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD /Tender fee /Affidavits, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on the <u>www.eprocure.gov.in</u> which can be seen by all bidders who participated in the tender.
- 5. The bidders should download the **BoQ.xls** from Central Procurement Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same **BOQ in.xls format**. The Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence **the rate should not be quoted in any other place except BOQ template**.
- 6. Bidder should indicate that the prices quoted are exclusive of tax. They should indicate the rate(s) of GST.
- 7. After implementation of Goods and Service Tax Act (GST), statutory taxes will be imposed as per provisions /notifications to this effect.
- 8. The Bidder is bound to submit an undertaking on a stamp of Rs. 10/- along with the tender duly attested by Notary Public Government agencies. Further, If at any time during the Contract period, the firm the purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the contract, it shall forthwith inform such reduction or offer to shall stand correspondingly reduced. However, if it is discovered later on that the firm failed to inform the University about the reduction in the price and continues to charge higher rates, *is liable to be deducted from E.M.D. Furthermore, such firm is liable to be debarred from doing any business with the University in future.*
- 9. The Bidder has to give an Undertaking that there is no vigilance/CBI /FEMA case pending against the firm.
- 10. At any time prior to the date of submission of bid, Registrar, BHU, may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, Registrar, BHU, may at his discretion, extend the date and time for submission of bids.
- 11. The tendered rates and the validity of bids shall be for a minimum period of five years from the date of award. It may also be noted that the Contract would be concluded on a fixed Price basis which would be valid for the entire duration of the Contract without any commitment for assuring any minimum quantity of business from Banaras Hindu University.

12. If the services, provided by the Service Provider have deteriorated, in that case the decision of the University shall be final and binding.

If the terms of the quotation etc. are vague, incomplete, contradictory and confusing; the offer will summarily be rejected without any information.

- 13. BHU reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.
- 14. The Vice Chancellor, B.H.U. or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
- 15. All Disputes are subject to "Varanasi Jurisdiction" Only.

#### Fall Clause:

If at any point of time during period of the MoU, if the Service Provider, providing its services to other Institute, Government Organizations (Central/State Government Hospital/Organization) lower than the price chargeable under the contract of the University, he/she shall mandatorily notify any such reduction in price within a month of the earliest date of such a reduction in price to the University. The price payable under the contract will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification, the difference in cost will be recovered and Vice Chancellor or his authorized officer of BHU shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Contract or possible removal of name from list of (any or all of the above). If such information comes to the notice of University authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

### **Penalty Clause:**

- 1. In case of deficiencies in providing quality service, the University will have the right to impose penalty on the Successful Bidder.
- 2. If waste is not lifted on any single day of the year, a penalty amount as mentioned at point 11 (General Terms Conditions) will be charged. 8% of the total monthly bill will be deducted in case of gross negligence.

#### **1. Disputes and Arbitration:**

All disputes or differences arising during the execution of the contract shall be resolved by mutual discussion failing which the matter will be referred to the Vice-Chancellor, BHU for arbitration whose decision shall be the final binding on the contracting parties.

#### 2. Laws governing the contract:

- (i) This contract shall be governed by the laws of Government of India
- (ii) The Courts of Varanasi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- (iii) Terms and expressions not herein defined shall have the meaning assigned to them, if any, in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses Act, 1897 as amended from time to time.

(iv) In view of the notification issued by the Ministry of Health & Family Welfare, Government of India, Gazette Notification no. SO 1468 (E) dated 6.10.2005 and GSR 627 (E) dated 7.10.2005, it would be sole responsibility of the Service Provider to comply with the applicable rules and regulations from time to time.

For any clarification and further details contact Telephone No: 0542 -2369033 or contact in person during office hours.

# PART '1' - TECHNICAL BID:

Bidder has to upload the following documents in technical bid (Part 1):

- I. The Checklist as per the format provided in the Tender documents (Annexure-I).
- II. List of items for which the rates are offered, as per the enclosed format (Annexure-II).
- III. Self declaration by the bidder that the uploaded tender documents are true and correct as per (Annexure-III)
- IV. Terms & Conditions of proposed Rate Contract (Annexure IV) duly signed and stamped.
- V. Acceptance of Terms and Conditions of tender documents and certification that the supplied items should be GST paid if applicable (Annexure V).
- VI. Self attested documentary evidence to establish the status of the bidder. (Annexure VI)
- VII Technical compliance statement (Annexure VII)
- VIII. Non-conviction / No pending conviction certificate for preceding three years that the bidder has not been black listed in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/supplier.
- IX. Self attested copies of valid license of the company.
- X. Bidders shall have a minimum turnover of Rs. 50 lac (Rupees fifty lack) or more in each of the years. The proof of turnover should be certified by the Chartered accountant & supported by Self attested copies of audited balance sheet and Profit & Loss Account for Financial Year 2018-19, 2019-20 & 2020-21.
- XI. Self attested copy of Registration Certificate of the bidding company.
- XII. The firm should submit the self-attested copies of certificate from the appropriate authority such as CPCB/UP State Pollution Board.
- XIII. Self attested copy of the PAN Card
- XIV. Self attested copy of the Income tax returns (ITR) for the Financial Year 2018-19, 2019-20 & 2020-21.
- XV. Self attested copies of GST registration certificates.
- XVII. Conditional bids would not be entertained.
- XVIII. Each and every page or paper of the tender document which is uploaded should be serially numbered, signed & stamped by the authorized signatory of the bidder
- XIX All other documents, as required in terms of the tender, to claim eligibility.
- XX Eligibility criteria should be clearly spelt out such as the agency should have valid License/Certificate from the appropriate authority such as CPCB/UP State Pollution Board for the said work. The agency should have valid labour license and Statutory registration with **EPF**, **ESIC** etc.
- XXI. Past experience for similar nature of work in Government Department.

# **PART '2' – PRICE BID:**

I. The reserved rate is estimated as under:

S.No.	Services	Reserved rate		
		S.S. Hospital (Rs.)	Trauma Centre	
			(Rs.)	
1	For collection, segregation, removal,	455000.00 Per	257000.00 Per	
	transportation to incinerator plant and safe	Month	Month	
	disposal of Biomedical wastes			
2	For removal of all solid waste (other than	6800.00 per day	4550.00 per day	
	Biomedical waste) from one point of S.S.			
	Hospital and Trauma Centre			

II. Price bid in the prescribed format duly filled, prices should be neatly typed and should be in figures and as well as in words. Any mismatch will lead to rejection of the BID.

#### **Guidelines for the Price bid:**

- I. The prices quoted by the tenderer should not exceed the controlled price, if any, fixed by the Central/ State Government.
- II. Any plea for clerical/typographical error etc. would not be accepted. No correspondence will be entertained after opening of Price bid.
- III. Conditional bid would not be entertained and will be summarily rejected.
- IV. Each and every page or paper of the tender document should be serially numbered, signed & stamped by the authorized signatory of the bidder.
- V. Selection of Successful Bidder will be done on basis of the lowest quoted price combindly for both category i.e. removal of Bio Medical Waste and Solid Waste subject to quality & sustainability of the tender quoted.
- VI. Tenderer should uphold good business practices.
- VII. Price quoted should inclusive of all taxes of the Government. Taxes will be paid by successful bidder and shall furnish tax paid details to the Banaras Hindu University on quarterly basis.
- VIII. Disqualification of the bid:
  - 1. Any deviation from the documents listed in the Tender Checklist of the Tender Documents would lead to disqualification of the bid.
  - 2. Any action on the part of tenderer to influence any official will amount to rejection of his bid.
  - 3. In case any document uploaded by the Bidder is found false, the bid shall be rejected and the Bidder may be blacklisted. Further, in all such cases EMD of the tenderer shall be forfeited.
  - 4. The deduction of GST & Tax Deducted at source (TDS), as per Govt. Rules, will be done from the billed amount.

The bidders can't withdraw their bid within the minimum bid validity period of 180 days from the date of opening of technical bid for finalization of tender, & also after accepting the Letter of Intent/Notification of award or entering into the rate contract agreement with University/Issue of purchase order.

	Submission and Opening of Bids
	boses only, the Purchaser's address is Medical Superintendent, Sir Sunderlal Hospital, iences, BHU, Varanasi
Attention	: Prof. Kailash Kumar
Street Address	: Medical Superintendent,
	Sir Sunderlal Hospital, IMS, BHU, Varanasi
ZIP/Postal Code	: 221005
Country	: India
The deadline for bid sub	omission is:
Date	: 27.11.2021
Time	: 05:00 PM
The electronic bidding of	opening procedures shall be as given in Section I-Instructions for Online Bid Submission.
The bid opening shall ta Varanasi	ke place at: Medical Superintendent Office, Sir Sunderlal Hospital, IMS, BHU,
Street Address	: Banaras Hindu University, Varanasi
Floor/ Room number	: Committee Room
City	: Varanasi
Country	: India
Date	: 29.11.2021
Time	: 03:00 PM
The electronic bidding of	opening procedures shall be as given in Section I-Instructions for Online Bid Submission.
For notices, the Purchas	er's address shall be:
Attention	: Prof. Kailash Kumar
Street Address	: Medical Superintendent, Sir Sunderlal Hospital Institute of Medical Sciences, BHU, Varanasi
Floor/ Room number	: Medical Superintendent Office
City	: Varanasi
	: 221005
ZIP Code	
Country	: India
Country Telephone	: India : 91-542-2369033
Country Telephone Facsimile number	: India

#### Annexure I

# **UNDERTAKING FOR CHECK LIST**

# The following undertaking for checklist duly signed with seal and with required documents should be submitted along with offer:

We hereby declare that the following requirements have been fulfilled by us –

- i. Valid Authorization Certificate issued by U.P. Pollution Control Board, Lucknow/PCCB.
- **ii.** The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/- that the firm is not blacklisted from any Government/Private organization or any other institution.
- iii. The enclosed certificates and proforma (Annexures) duly filled in and signed.
- iv. Registration Certificate of Central Excise, wherever applicable.
- v. Registration Certificate of C.S.T. /G.S.T. and other Taxes of State Govts. for doing the tendered service.
- vi. Copy of Income Tax Returns for last 3 consecutive years.
- vii. Copy of GST Assessment for last 3 consecutive years.
- viii. Relevant ISO Certificate for Disposal of Bio Medical Waste.
- ix. Undertaking for Quality Control System Copy of Certificate pertaining to ISO, BIS etc.
- x. Undertaking for not involvement of Child Labour.
- xi. A certificate from a Chartered Accountant for annual turnover for last three financial years i.e. 2018-19, 2019-20 and 2020-21.

# xii. Every page of the tender documents and the enclosed copies of the certificates have been signed with seal.

We hereby agree that in the absence of any of the above documents/information, the offer may be summarily rejected without making any further reference to us.

- xiii. Labour License
- xiv. Statement of Registration with EPF/ESIC etc.

Date:

Signature with seal

Annexure **II** 

TO BE RETURNED WITH OUOTATION

Following proforma should be filled in and duly signed by the firm and sent alongwith the quotation. (Please refer to the detailed instructions/notes before filling this proforma).

1	(a) Whether the prices are inclusive of GST & other		YES / NO
1.	taxes.	•	
	(b) If not, kindly specify the amount / rate		
2.	Our terms of payment 100% Payment on bill basis		-
	For Local or Outstation Service Provider		
3.	(a) Whether the firm is GST payer.	:	YES / NO
	If yes, please mention the GST Numbers.	:	
	(b) Whether the Local Service Provider (s) is/are GST		
	payer(s)	:	YES / NO
	If yes, please mention the GST numbers of each	:	
4.	Whether certificate of Quality Control enclosed	:	YES / NO

Signature with Seal

Annexure III

# TO BE RETURNED ALONG WITH THE OFFER

# <u>CERTIFICATE</u>

# WE CERTIFY THAT:

- 1. We will not provide services to other institutions, bodies and also in the market on the rates more than the prices quoted by us to the University.
- 2. The goods on which G.S.T. has been charged are not exempted for payment of G.S.T. under C.S.T. or G.S.T. Act or U.P.S.T. Act or the rules made there under and the amount mentioned on account of G.S.T. on goods is not more than what is payable under the provisions of the relevant Act or Rules made there under.
- **3.** The rate of Excise Duty /Custom Duty mentioned in the quotation is in accordance with the provisions of the rules in all respects and the same is payable to the Excise /Custom Authorities in respect of the stores.
- 4. The goods/articles offered under the contract shall be of the best quality and workmanship and their supply be strictly in accordance to the Hospital Biomedical Waste Management rules recommended by the law in force.
- **5.** The information furnished by us in the quotation are true and correct to the best of our knowledge and belief. If any information furnished by the undersigned is found to be incorrect, the bid may be rejected.
- 6. We have read and understood the rules, regulations, terms and conditions of rate contract as applicable from time to time and agree to abide by them.

Authorized Signatory (Seal)

### Annexure IV

# **Special Condition of the Contract**

- The Service Provider should have availability of a responsible person on call on all days of week between 09.00 Hrs. to 18.00 Hrs.
- The Service Provider shall also provide the name and mobile number of a key persons, who can be contacted at any time, even beyond the office hours or on holidays. The person should be capable of taking orders and making arrangement for providing service even on short notice to BHU, Varanasi.
- Bidders shall have a minimum turnover of Rs. 50 lac or more in each of the years. The proof of turnover should be certified by the Chartered accountant & supported by Self attested copies of audited balance sheet and Profit & Loss Account for Financial Year 2018-19, 2019-20 & 2020-21.

# **INFORMATION REQUIRED ON PRE-RECEIPTED BILL (TAX INVOICE):**

- Name of the services as, it is mentioned in contract.
- ➢ Value of each item.
- > Total value of the bill.
- > The amount of GST paid by the Service Provider.

### **PAYMENT:**

- $\succ$  (a) 100% payment shall be made on receipt of the bills monthly basis.
- ▶ (b) Payment will be made within 60 days from the date of submission of tax invoice.
- (c) Tax invoices not received in accordance with the instructions as required (mentioned above) will not be entertained /processed for payment by the University.
- (d) Any variation in the prices detected at any point of time, the sole responsibility would rest with the Service Provider and shall invite necessary action such as recovery/Administrative action as deemed proper.

# **TERMINATION OF CONTRACT:**

- In case University wants to withdraw the contract, it can do so after giving 03 (three) months notice in writing.
- Any action on the part of the bidder to influence anybody of the University, will lead to rejection of the bid.
- The Vice-Chancellor, Banaras Hindu University reserves the right to accept or reject any offer partially or fully without assigning any reason

#### Annexure V

# **Tender Acceptance Letter**

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No.\_\_\_\_\_

Name of Tender/ Work: -

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

- I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_\_ to \_\_\_\_\_ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
- 3. The corrigendum(s) issued from time to time by Banaras Hindu University too have also been taken into consideration, while submitting this acceptance letter.
- 4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
- 5. In case any provisions of this tender are found violated, then Banaras Hindu University shall without prejudice to any other right or remedy be at liberty to reject this tender/bid.

# Yours Faithfully,

### (Signature of the Bidder, with Official Seal)

# Annexure VI

# **Bidder Information Form**

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:

ADVT. No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

- 1. Bidder's Name [insert Bidder's legal name]
- 2. In case of Joint Venture (JV), legal name of each member : [insert legal name of each member in JV]

3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]* 

4. Bidder's year of registration: [insert Bidder's year of registration]

5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]

6. Bidder's Authorized Representative Information

Name: [insert Authorized Representative's name]

Address: [insert Authorized Representative's Address]

Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]

Email Address: [insert Authorized Representative's email address]

- 7. Attached are copies of original documents of [check the box(es) of the attached original documents]
- □ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.
- □ In case of JV, letter of intent to form JV or JV agreement.
- □ In case of Government-owned enterprise or institution, documents establishing:
  - Legal and financial autonomy
  - Operation under commercial law
  - Establishing that the Bidder is not dependent agency of the Purchaser
- 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

# **Annexure VII**

# **Technical compliance statement**

ITEM	<b>Requirement of the Bidding</b> <b>Organisation</b> (as mentioned in the technical specification of the bid document)	Offer by the Bidder	<b>Deviations</b> ( <i>if any</i> )

# **FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY** (To be submitted on the Bidder's Letter Head)

I/We ......(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for ......(Insert Title of the Tender) (Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by the Banaras Hindu University, for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal

### **INVITATION FOR BIDS**

# **NOTICE INVITING TENDER (NIT)**

# BANARAS HINDU UNIVERSITY VARANASI-221005

### e-Procurement Notice

### *Ref:* No: BHU/SSH/2021-22/ePro/19

Online tenders are hereby invited in **two cover system** from reputed **Service Provider**/ **authorized representative of Service Provider** for supply of :-

• Contract for Work for Removal of Bio Medical Waste & Solid Medical Waste.

Bidders can download complete set of bidding documents from e- procurement Platform <u>https://eprocure.gov.in/eprocure/app</u> from 29/10/2021 onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <u>https://eprocure.gov.in/eprocure/app</u>.

Last Date/ Time for receipt of bids through e-procurement is: 27/11/2021 upto 05:00PM. (Server time). Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: <u>https://eprocure.gov.in/eprocure/app</u> and <u>www.bhu.ac.in.</u>

Published Date	29.10.2021 (04:00 PM)
<b>Bid Document Download Start Date</b>	29.10.2021 (04:00 PM)
<b>Clarification Start Date</b>	29.10.2021 (04:00 PM)
<b>Clarification End Date</b>	06.11.2021 (04:00 PM)
Pre bid meeting	NA
<b>Bid Submission Start Date</b>	08.11.2021 (05:00 PM)
Bid Document Download End Date	27.11.2021 (05:00 PM)
Bid Submission End Date	27.11.2021 (05:00 PM)
Bid Opening Date	29.10.2021 (03:00 PM)

### CRITICAL DATE SHEET

Sd/-

Registrar

Dated: 25/10/2021