# **BID DOCUMENT**

# (e - Procurement)

Rate Contract for

Work for Removal of Bio Medical Waste and Solid Medical Waste for Sir Sunderlal

Hospital, BHU, Varanasi



Issued On:

13-10-2020

Sir Sunderlal Hospital BANARAS HINDU UNIVERSITY VARANASI-221005, INDIA

# List of Contents

S.N	Particular	Page No.
1	Notice Inviting Tender (GENERAL TERMS & conditions)	3-8
2	Technical Bid	9
	Undertaking for checklist (To be submitted alongwith offer)	12
3	Proforma (To be submitted alongwith offer)	13
4	Certificate (To be submitted alongwith offer)	15
5	Schedule of requirement	
6	Special Condition of the Contract	18
7	Proforma for Authorization	20
8	Proforma for After Sale Services	21
9	Notice Inviting Tender	22

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)

Online tenders, in two-bid system, are invited from reputed bidders having at least three years experience of dealing with the Government Organisations for Rate 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 rate contract. As this is rate contract tender, after finalization of the rate contract, the approved rates shall be valid for a period of 5 (Five) years from the date of approval of the rate contract.

- 1. Bidders can download the bid document from Central Public Procurement Portal website at www.eprocure.gov.in and <u>www.bhu.ac.in</u> Vendors are required to submit the bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in
- 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 the Hospital & Super Specialty Block ; such as OPDs, Wards, Operation Theatres, Blood Bank, 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 and Faculty of Dental Sciences and Bone Marrow Transplant Centre presently situated at Foundation place of the University and any other area under administrative control of Medical Superintendent, Bio Medical Waste Material has to be removed on daily basis. In case, when the Bio-Medical Waste is not removed on any single day of the year, a penalty amount decided by the Banaras Hindu University, Shall be deducted from the monthly payment.

**12.**Relevant provisions of Bio-Medical waste Management & handling rule 2016 as inform and guideline for handling treatment of COVID-19 Patient (25 March 2020)

13. Past experience for similar nature of work in Government Department.

14. The performance of the firm will be reviewed by the inspection committee, constituted by the University on quarterly basis (every 3 Month) and in case not found satisfactory the contract will be terminated.

15. The renderer shall not involve any Child Labour.

16. The firm 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,

17. 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.

18. Payments shall be made after satisfactory execution of the Job work on bill basis.

19. the University 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.

20. The contractor shall comply with all the statutory provisions as laid down by Govt. time to time.

21. The Hospital shall not be responsible financially or otherwise for any injury to the renderer or person deployed by the renderer in the course of performing the duty.

22. The contractor shall not engage any sub-contractor or transfer the contract to any other firm/agency.

**23.** If any information furnished by the contractor 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 department.

24. 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.

25. The University reserved the right to accept or to reject any or all the offers without assigning any reasons thereof.

26. MoU will be for 5 Years may be extended for another 1 year with mutual agreement between both the parities and after satisfactory work performance may the Tendrer.

27. Carry bags as per norms.

28. Points in agreement to be included.

**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-** Once the Hospital Tender Committee will have the discretion to award the contract, where rate quoted by two or more firms are found same.

#### Earnest Money Deposit:

1. Earnest Money Deposit (EMD) of 1,00,000/- (*Rupees One Lacs only* in the form of Call deposit, Banker's Cheque, Fixed deposit or Demand draft, drawn in favour of Registrar, Banaras Hindu University, Varanasi or Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial bid (Un priced Bid), within the period of tender online submission date and time and the original (hard copy) should be sent to Office of Medical Superintendent, Sir Sunderlal Hospital, Banaras Hindu University, Varanasi – 221 005 within the stipulated date and time. The Firm who are registered with National Small Industries Corporation (NSIC) / MSME OR Small Scale Industries (SSI) are exempted to submit the Tender Fee / EMD (Copy of registration must be provide along with technical bid).

- 2. 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. 2017-18; 2018-19 & 2019-20).
- 3. 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.
- 4. The bidders should download the **BoQ.xIs** 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.xIs 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. In addition to that optional items viz.: buy-back offer, cost of consumables, accessories, after sale service after warranty period etc. should be quoted in separate sheet and attach as PDF file in Financial cover.
- 5. Bidder should indicate that the prices quoted are exclusive of tax. They should indicate the rate(s) of CST/VAT/GST. In case, they are exempted from payment of sales tax, a copy of the Exemption Certificate issued by the appropriate authority may be furnished. The bidders are advised to note that in case bidders indicate higher Applicable VAT/GST Rates in their offer compared to what is actually payable but they deposit VAT/GST with Tax authority at the rate at which it is actually payable and thus misappropriating the money collected on account of VAT/GST charged from government supplies, necessary administrative actions such as deregistration, suspension of business dealing and/or banning of business dealing, in addition to recovery against the firm may be taken.
- 6. However, after implementation of Goods and Service Tax Act (GST) statutory taxes will be imposed as per provisions / notifications to this effect.
- 7. The Tenderer is bound to submit an unkertaking on a stamp of Rs. 10/- along with the tender duly attested by Notary Public Government agencies. Further, If at any time during the currency of Rate Contract period, the firm reduces the sales price or offers to sell such stores to any person (s) /organization (s) / body etc including 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 to the Joint Registrar Purchase and the price payable under the contract for stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced. However, if it is discovered later on that the firm failed to inform the University about the reduction in the sale 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.*
- 11 The firm has to give an Undertaking that there is no vigilance/CBI /FEMA case pending against the firm/supplier.
- 12. 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.
- 13. The tendered rates and the validity of bids shall be for a minimum period of two years from the date of award. It may also be noted that the Rate Contract would be concluded on a fixed Price basis which would be valid for the entire duration of the Rate Contract without any firm commitment on the University's part for assuring any minimum quantity of business. Purchase order will be placed on demand from the users as per their actual need.

- 14. Payments shall be made after execution of the order and supply of goods in satisfactory condition on bill basis.
- 15. If the supplies received do not conform to the description and quality as contained in the catalogue or have deteriorated, in that case the decision of the University shall be final and binding. On such rejection the goods will be replaced by the firm at its own cost.

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

In case of sub-standard supply / non-execution of supply of ordered goods within the stipulated time, the University reserves the right to impose penalty on the concerned firm.

- 16. Printed conditions of tender including there on to reserve or otherwise sent alongwith the tender, if any shall not be binding upon us.
- 17. The Bidders are advised to submit the along with other desired enclosures necessarily to ensure and undertake the after sale services.
- 18. BHU reserves the right to conclude more than one rate contract for the same item and has the option to renegotiate the prices with the Rate Contract holder.
- 19. 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.
- 20. 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.
- 21. All Disputes are subject to "Varanasi Jurisdiction" Only.

#### Fall Clause:

If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Organization) at a fixed price lower than the price chargeable under the rate contract of the University, He/She shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser 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 Rate Contract or possible removal of name from list of suppliers (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:

(a) Non-execution of supply order or substandard products - For the reasons of failure to supply partially or completely within 30 days or substandard products may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the HRF timely.

#### 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 Central Government /Uttar Pradesh, 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 Rate contract holder to comply with the applicable rules and regulations from time to time.

For any clarification and further details contact Telephone No: 0542 -2366865 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 manufacturing/marketing/import license of the company.

X. Bidders (manufacturer/importer) shall have a minimum turnover of Rs. One Crores 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 2017-18, 2018-19 & 2019-20.

XI. Self attested copy of Registration Certificate of the bidding company.

XII. The firm should submit the self attested copies of Quality Certification i.e. SFDA/WHOGMP/CEE/COPP/EN/FDA etc. if any.

XIII. Self attested copy of the PAN Card

XIV. Self attested copy of the Income tax returns (ITR) for the Financial Year 2017-18, 2018-19 & 2019-20.

XV. Self attested copies of GST registration certificates.

XVI. Specifications of the quoted item should be the same as per the details given in the tender list.

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. Price bid in the prescribed format duly filled, Prices should be neatly typed and should be in figures and as well as in words.

### 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 and the Maximum Retail Price (MRP) of the item.

II. The quoted rates should be F.O.R destination (BHU, Varanasi). No transportation/ cartage charges will be provided for the same.

III. Quoted item serial no. should be the same as the serial no. detailed in the item list of the tender document.

IV. Specifications of the quoted item should be the same as per the details given in the tender.

V. Any plea for clerical / typographical error etc. would not be accepted. No correspondence will be entertained after opening of Price bid.

VI. Conditional bid would not be entertained and will be summarily rejected.

VII. A rational balance of quality, quantity and cost of the product offered / quoted by the firms, which meet the eligibility criteria, may be the sole basis of awarding the contract.

VIII. Each and every page or paper of the tender document should be serially numbered, signed & stamped by the authorized signatory of the bidder.

IX. Tenderer should uphold good business practices.

X. Disqualification of the bid:

XI. Any deviation from the documents listed in the Tender Checklist of the Tender Documents would lead to disqualification of the bid.

XII. Any action on the part of tenderer to influence any official will amount to rejection of his bid.

XIII Performance Guarantee of 10% of order value.

XIV. Payment process and deduction of GST & Income tax at source.

XV. In case any document uploaded by the tenderer is found false, the tender shall be rejected and the tendered may be blacklisted. Further, in all such cases EMD of the tenderer shall be forfeited.

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
For bid submission purp	boses only, the Purchaser's address is <b>Medical Superintendent, Sir Sunderlal Hospital</b> ,
1 1	tiences, BHU, Varanasi
Attention	: Prof. S. K. Mathur
Street Address	: Medical Superintendent,
	Sir Sunderlal Hospital, IMS, BHU, Varanasi
ZIP/Postal Code	: 221005
Country	: India
The deadline for bid sub	omission is:
Date	: 07,Nov,2020
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	ake place at: Medical Superintendent Office, Sir Sunderlal Hospital, IMS, BHU,
Varanasi	
Street Address	: Banaras Hindu University, Varanasi
Floor/ Room number	: Committee Room
City	: Varanasi
Country	: India
Date	: 09, Nov,2020
Time	: <b>03:00 PM</b>
The electronic bidding of	opening procedures shall be as given in Section I-Instructions for Online Bid Submission.
For notices, the Purchas	
Attention	: Prof. S.K. Mathur
Street Address	: Medical Superintendent, Sir Sunderlal Hospital Institute of Medical Sciences, BHU, Varanasi
Floor/ Room number	: Medical Superintendent Office
City	: Varanasi
ZIP Code	: 221005
Country	: India
Telephone	: 91-542-2369033
Esseinell 1	91-542-2309200
Facsimile number	: 91-542-2369115
Electronic mail address	: <u>ms.ssh.bhu@gmail.com</u>

#### 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.
- **ii.** The firm has to give an affidavit duly attested by the Notary Public (in original) on a nonjudicial 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.* An Earnest Money Deposit (EMD) of **100000/-** (*Rupees One Lacs only*) to be submitted along with the offer in form of an Fixed Deposit Receipt duly discharged in favour of "*The Registrar, BHU*" payable at Varanasi.
- v. Registration Certificate of Central Excise, wherever applicable.
- vi. Registration Certificate of C.S.T. /G.S.T. and other Taxes of State Govts.
- vii. Copy of Income Tax Returns for last 3 years.
- viii. Copy of Sales Tax / VAT/GST Assessment for last 3 years.
- ix. Relevant ISO Certificate for Disposal of Bio Medical Waste.
- **x.** Undertaking for Quality Control System Copy of Certificate pertaining to ISO, BIS etc.
- xi. 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.

Date:

Signature with seal

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.	Validit	y of the offer	:	
2.	Appro	ximate Delivery Period	:	
3.	(a)	Whether rates have been quoted F.O.R. site and covers packing forwarding and insurance charges	:	YES/NO
	(b)	If not, please mention the same		
4.	(a)	Whether the prices are inclusive of Sales Tax / VAT & other taxes.	:	YES/NO
	(b)	If not, kindly specify the amount / rate		
5.		Sales Tax / VAT is charged extra, declaration for ing Sales Tax Correctly, attached	:	YES/NO
6.	(a)	Whether supply will be made directly or through any Local/ Regional/Authorized Dealer/Stockiest	:	Directly / Stockiest / Authorized Dealer
	(b)	If through a Stockiest / Dealer		
		(i) Name and full address of the Party		
		(ii) Whether the order to be placed with the :	:	Principal / Stockiest / Dealer
		(iii) Who will raise the bill	:	Principal / Stockiest / Dealer
		(iv) Cheques will be drawn in favour of :	:	Principal / Stockiest / Dealer
		<ul> <li>(v) Whether any Delivery, Packing and Forwarding Charges will be payable to local Stockiest/Dealer (Please specify the amount/percentage etc.)</li> </ul>	:	YES / NO
7.	By a (	<ul> <li>rms of payment (Please indicate your preference ) mark) Please note that no other payment terms ely to be accepted.</li> <li>(a) For Local Firms or if the bills are raised by the Local Dealers.</li> </ul>		
	(i) 100% Payment on bill basis			
		<ul> <li>(b) If the bill are raised by outstation Firms</li> <li>(i) 100% Payment on bill basis</li> <li><b>OR</b></li> <li>(iii) D.G.S. &amp; D. Terms of Payment for D.G.S. &amp; D Rate Contract items</li> </ul>		
8.	lf yes, (Pleas	er any Excise Duty is payable on the items. indicate the amount / percentage. e note that excise duty shall be paid only it is clearly shown in the invoice separately	:	YES/ NO %
9.		er any installation charges are payable extra. amount to be specified	:	YES / NO

10.	Whether any discount for educational institution offered on the printed price list of the manufacturer. If yes, mention the amount / percentage.	:	YES / NO%
11.	Whether the product is on DGS &D/D.I. Rate contract. If yes, please enclose a photocopy of the same.	:	YES/NO
12.	Whether the product bears I.S.I. Mark. If yes, please mention the I.S.I. License no.	:	YES / NO
13.	(a) Whether the firm is Sales Tax payer. If yes, please mention the Sales Tax Numbers.	:	YES / NO
	(b) Whether the Local Dealer(s) is/are Sales Tax payer(s) If yes, please mention the Sales Tax numbers of each	:	YES / NO
14.	Whether certificate of Quality Control enclosed	:	YES / NO
15.	Whether printed / authenticated price list of the Firm's Products and Catalogue etc. enclosed.	:	YES / NO

### Signature with Seal

# <u>CERTIFICATE</u>

### WE CERTIFY THAT :

- 1. We will not sell the product (s) to other institutions, bodies and also in the market on the rates less than the prices quoted by us to the University.
- 2. I / We certify that there has been no reduction in sale price of the Stores of Description identical to the Government under the contract herein and such stores have not been offered / sold by me / us to any person(s) / Organization(s) including the purchaser or any Department of Central government or any Department of State Government or any statutory undertaking of the Central or State Government as the case may be upto the date of the bill / the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the Contract except for quantity of stores.
- **3.** The goods on which Sales Tax / V.A.T./G.S.T. has been charged are not exempted for payment of Sales Tax / V.A.T./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 Sales Tax / V.A.T./G.S.T. on goods is not more than what is payable under the provisions of the relevant Act or Rules made there under.
- 4. 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.
- 5. The goods / Stores / articles offered under the rate contract shall be of the best quality and workmanship and their supply be strictly in accordance with the technical specifications and particulars as detailed in the quotation and also certificate of quality control system attached.
- 6. 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.
- **7.** 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)

### **Special Condition of the Contract**

- The firm should have availability of a responsible person on call on all working days between 09.00 Hrs. to 18.00 Hrs.
- The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key persons, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to BHU, Varanasi.
- An amount of Rs. 10 corers during preceding three years is required as annual turnover (either of manufacturer or distributor). Documentary evidence for the turnover of last three consecutive years along with copy of self attested balance sheet of both the manufacturer and authorized dealer must be attached.
- Information required on Pre-receipted Bill (Tax invoice)
- > (i) Name of the item as, it is mentioned in Rate contract/ supply order.
- (ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
- ➢ (iii) Size of the item
- > (iv) Supply order no. and Date
- > (v) Date of manufacturing
- > (vi) Date of expiry
- > (vii) Batch number
- > (viii) Quantity of each item (in unit)
- ➢ (ix) Value of each item
- > (x) Total value of the bill
- > (xi) The amount of GST paid by the supplier.
- > (xii) Maximum Retail Price (MRP)
- > (xiii) HSN Code in eight digits.
- > 14. PAYMENT:-
- (a) 100% payment shall be made on receipt of goods in satisfactory conditions and submission of tax invoice with the material.
- > (b) Payment will be made within 60th day 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) The University retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.
- (h) Any variation in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery/Administrative action as deemed proper.
- > (i) Billing agency may collect payment in its own name for supplies made under written
- > authorization from the manufacturer/importer.
- 15. Termination of Contract: In case University wants to withdraw the rate contract, it can do so after giving 03 (three) months notice in writing.
- 16. Any action of the part of the bidder to influence anybody of the institute will lead to rejection of the bid.
- The Vice-Chancellor reserves the right to accept or reject any offer partially or fully without assigning any reason

## **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 your department/ organisation 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 your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

#### Yours Faithfully,

(Signature of the Bidder, with Official Seal)

# **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 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.

## **Technical compliance statement**

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

# **INVITATION FOR BIDS**

## **NOTICE INVITING TENDER (NIT)**

### BANARAS HINDU UNIVERSITY VARANASI-221005

### e-Procurement Notice

*Ref:* No: BHU/SSH/2020-21/ePro/01

Dated: 13.10.2020

Online tenders are hereby invited in **two cover system** from reputed **manufacturer**/ **authorized representative of a manufacture/whole sale dealer/importer** for supply of :-

• Rate 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 **14.10.2020** 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: 07-11-2020 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	14-10-2020 (04:00 PM)
<b>Bid Document Download Start Date</b>	14-10-2020 (04:00 PM)
<b>Clarification Start Date</b>	14-10-2020 (04:00 PM)
Clarification End Date	18-10-2020 (04:00 PM)
Pre bid meeting	19-10-2020 (02:00PM)
<b>Bid Submission Start Date</b>	21-10-2020 (04:00 PM)
Bid Document Download End Date	07-11-2020 (05:00PM)
Bid Submission End Date	07-11-2020 (05:00PM)
Bid Opening Date	09-11-2020 (03:00 PM)

### **CRITICAL DATE SHEET**

Sd/-

Registrar