

BID DOCUMENT

(e-Procurement)

For

**Operating GeneralCanteen at Ground Floor,Trauma Centre, IMS
Banaras Hindu University,Varanasi.**



Issued On: 15.09.2022

**TRAUMA CENTRE
BANARASHINDUUNIVERSITY
VARANASI-221005,INDIA**



Checklist for Bid/Tender Submission
(The following check-list must be filled in and submitted with the bid documents)

Pre-Qualification Bid

Sr. No.	Particulars	Yes/No
1.	Have you attached the techno commercial unpriced bid form duly filled appropriately?	
2.	Have you attached a copy of the last audited balance sheet of your firm	
3.	Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/ general order suppliers and copy of Central /State sales tax registration certificate?	
4.	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies?	
5.	Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender?	
6.	Have you enclosed the statement of deviations from financial terms and conditions if any?	
Price Bid		
1	Have you signed and attached the priced bid form?	
2	Have you attached the schedule of requirements duly priced?	



Part 1

Bidding Procedures



Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the bidder on the e-Procurement/e-tender portal are prerequisites for e-tendering.
2. Bidder should register for the enrollment in the e-Procurement site using the “[Online Bidder Enrollment](#)” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidder should provide only valid and true information including valid email id. All the correspondences shall be made directly with the Vendors/bidders through email as registered.
3. Bidder needs to log into the site through their user ID/password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class III Certificate with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/Smart Card, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Vendors/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bid online.
9. Bidder may log into the site through the secured login by the user id/password chosen during enrollment/registration and then by submitting the password of the e-Token/Smart card to access DSC.
10. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the ‘mytenders’ folder.
11. From mytender folder, he may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwff formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “MySpace option” and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

15. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. 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.
17. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
18. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
19. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified/ replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
20. 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.
21. 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 an entry pass to participate in the bid opening.
22. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
23. 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.
24. 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.
25. 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.
26. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
27. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: 0542 -2366444 or send an e-mail to osdtraumabhu@gmail.com



Part-2

Instructiontobidder



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

Eligibility Criteria SECTION-A

- 11** The applicant should be in Canteen, Restaurant business or similar facility service for a minimum period of five years from the date of issuance of this tender. Experience of having successfully run the cafeteria services / similar service in large educational institutions/ reputed organization/ Corporate Hospitals will be preferred.
- 12** The bidder's annual financial gross turnover in the above field in each of the last five financial years, i.e., 2017-2018, 2018-2019, 2019-2020, 2020-21, 2021-22 duly audited by the CA should not be less than Rs. 25 lakh per year. Moreover, the firm/company should not be a loss making company in the last three years.
- 13** Financial Solvency Certificate - The bidder should have a minimum solvency of Rs. 25.00 lakh (Rupees Fifteen Lakhs only). A certificate to this effect may be enclosed from the banker.
- 14** Relationship of key managerial positions (owner/promoters/directors) of the bidder with key official/employee positions of BHU will debar the bidder(s) from tendering. A non-relationship undertaking must be submitted along with bid.
- 15** If any bidder(s) fail to meet any of the above eligibility criteria he will be disqualified.

2. Evaluation Procedure

The Technical and Financial Bid Evaluation of those bidders who meet the above eligibility criteria will be done by an evaluation Canteen Management Committee, Trauma Centre, Institute of Medical Sciences along with Open Tender Committee as per procedure described below.

The received bids will be scrutinized by the open tender committee and marks will be awarded on a scale of 100 on the basis of submitted document evaluation (i.e. the background of the organization/bidder (s), previous work during the last five years and past experience in carrying out similar work/services, feedback from the current/previous users including performance certificates, turnover of the organization for last three years etc.) and upon short listing the bidder(s), the authorized Institute representative(s) may visit one or more current running site(s) for evaluation of services. The detailed marks for each criteria of technical bid prescribed in *Annexure A*

- 21** On the basis of the technical bid accompanied by related documents, the committee will declare qualified the bidder(s) who will comply with all the eligibility criteria and score a minimum of 60 aggregate marks for the criteria as described in point no. 2.1 (*Annexure A*).
- 22** **Only those bidders will be considered as technically qualified bidder/contractor(s) whose aggregate scores equal or more than 60 marks.**
- 23** The committee will recommend the name of the technically qualified bidder(s)/contractor(s) for opening of financial offer and the list of these technically qualified bidder(s)/contractor (s) will be published on University's Website (i.e.) and CPP Portal. No separate intimation shall be sent to individual bidders.

24 (a) The qualified bidder offering highest rent above the fixed charges will be declared H1 and will be considered for award of work.

(b) The bidder shall have to sign an agreement with the University within 7 days of receipt of Letter of Award (LOA) after submitting the requisite PBG, failing which, the award may be cancelled.

25 The bidder will have to start the operation of canteen, with a period of 15 days from the date of receipt of Letter of Award (LOA), failing which the award may be cancelled and PBG may be redeemed.

The committee reserves its right to select or reject any or all of the bids mentioned above without assigning any reasons.

3. **Penalties for violation of rules, terms and conditions**

The Licensee is expected to adhere to the terms and conditions of the tender, however violations, if any, shall be fined as per the details as mentioned below. As and when a fine is imposed, the representative of the Licensee will be informed, and the fine amount is to be deposited within the stipulated time period. The Licensee shall be fined for not adhering to the tender terms as per the following rules. Further, GST, as applicable shall be levied on the fine amount.

1. Unavailability of complaint register at the counter or discouraging customers from registering complaints would lead to a fine of Rs. 5,000/- on the Licensee on each occasion.

2. Any complaint of insects and/or foreign object cooked/served along with Food Outlet items or found in any food item/beverage would invite a fine (not less than Rs. 2,000/-) on the Licensee.

3. Three complaints, within a two-week period, of insects and/or foreign object cooked /served/found in food items would invite an additional fine of Rs. 5,000/- on the Licensee.

4. Each instance of complaint of a foreign or spoiled object found in a food item that is deemed dangerous by the Canteen Management Committee of the Institute would invite a fine of Rs. 5,000/- on the Licensee.

5. If Canteen Management Committee of the Institute observes that certain food item was not cooked / served properly then a fine of Rs. 1,000/- shall be imposed on the Licensee.

6. Any complaint to find clean utensils/equipment would lead to a fine of Rs. 500/- on the Licensee.

7. Each instance of unprofessional behavior (lack of personal hygiene of staff, misbehavior by the Licensee's employees etc. as determined by the Canteen Management Committee etc.) will lead to a fine of Rs. 5,000/- on the Licensee.

8. For any rules stated in the tender,

a. First violation of the rule implies a fine as per the rule.

b. Second and subsequent violations of the same rule within 07 days of previous fine will invite 50% addition in the initial amount of fine on the Operator.

c. If the above rules are violated 10 times (taken as a total violation of rules during the Agreement

- d. period) the Canteen Management Committee etc. may recommend disqualification of the Licensee, and the Agreement may be terminated
 - e. The Canteen Management Committee at its discretion may decide to waive fines and issue a warning letter instead of any or all first violations only. The second violation will attract the regular fine as per the rule and the third and subsequent violations will attract 50% additional fine as per para 8 above.
9. Using of brands/items, which are not mutually agreed, without prior permission and/ or adulteration shall invoke a hefty fine (not less than Rs. 5,000/-) decided by the Canteen Management Committee of the Institute based on the seriousness of the offence
 10. Hygiene failure shall be assessed and decided by the Canteen Management Committee and fined appropriately. In case of gross failure/ negligence, a severe penalty will be imposed as decided by the Canteen Management Committee.
 11. Any failure/delay in remitting the monthly license charges/electricity/water charges by the due date would attract penalty as decided by the Canteen Management Committee.
 12. Violating any of the clauses mentioned in the tender would invite a fine which will be finalized by the Canteen Management Committee based on the seriousness of the violation.
 13. Non availability of any of Quoted Items during 9.00 Am to 10.30 pm will attract fine of 2000/- per incidence
 14. Fine for Expiry items.
 15. Fine for alcoholic substances.

4. Enquiry

The Institute will be entitled for compensation against the vendor, in case a joint enquiry establishes theft or loss or damage to University property caused due to negligence of the vendor or any of its employees. The joint enquiry committee shall be constituted by Professor In-charge, Trauma Centre, IMS BHU which will include one person from the side of vendor.

5. CMC (Canteen Management Committee)

The CMC at Trauma Centre, BHU will oversee the day to day functioning of the said Canteen. The CMC consists of staff, student and faculty of Trauma Centre, BHU and its decisions for issues related to the operation of Canteen shall be final and binding on the Vendor. The said CMC will be constituted by Director, IMS, BHU

6. Termination

- (a) Trauma Centre, IMS, BHU reserves the right to terminate this Agreement at any time after giving a notice of 3 months, for which no compensation/damages will be paid. The Vendor shall remove himself from the said premises with all belongings and leave it entirely vacant within 3 months of the date of notice of revocation or termination of the Agreement. Premises must be handed over in neat & clean state as it was handed over in the beginning. Any

modification etc. if done with or without permission for the functioning of Canteen must be removed and that place to be restored to original portion of the agreement.

- (b) Trauma Centre reserves the right to terminate the Agreement forthwith for violation of Agreement terms and conditions and/or finding any of the documents furnished by the bidder to be incorrect or fake or not fulfilling the eligibility conditions, without any payment of compensation / damages.
- (c) In case the Vendor is desirous of terminating this Agreement before expiry of the period agreed, then Vendor shall provide a 3 months' notice in writing to Trauma Centre, IMS, BHU. The termination of this Agreement shall not release the vendor of its obligation to pay any sums to the Trauma Centre and also perform or discharge any liability that had been incurred prior thereto. The notice of termination shall be placed before CMC for cancelation & discontinuation.

General Terms and Conditions for Services

Online Tender is invited under two-bid system for running canteen in the **TRAUMA CENTRE**, Banaras Hindu University (as per *Annexure-B*) for a period of 3 years, extendable on yearly basis depending on satisfactory performance, subject to a maximum period of 5 years.

1. Exact area of the General Canteen has been calculated **Annexure (B)** with minimum base rent + additional rent for canteen, which will be charged accordingly. H1 will be decided in financial bid as per highest quoted amount above the base line fixed.
2. The firm/organization/individual that becomes H1 shall be considered the successful tenderer and the minimum base rent + additional rent offered by him shall be considered as the rent per month for the Canteen, which shall be paid by the licensee firm/organization/individual in the first week of each month after the allotment. In addition, GST on the minimum base rent + additional rent payable per month or taxes levied by the government from time to time shall be payable by the licensee along with rent. If any licensee does not pay the minimum base rent + additional rent along with the taxes and other dues for three months, action will be taken against him under “Banaras Hindu University Shops Regulations of License & Eviction Rules”, approved vide E.C.R. No.533Item-45 dated August 13-14 & October 12-15, 1997 along with invocation of penalty clauses as per decision of committee.
3. After the selection of the tenderer, he has to deposit six months of his offered tender amount within 7 days from the date of the opening up of the tender as security deposit. The tenderer shall be given the license to run the Canteen only after he deposits the offered total amount of tender along with security money equivalent to Six months’ minimum base rent + additional rent. If he fails to do so, it will be considered that the selected tenderer is not interested in running the Canteen and the next highest tenderer for the particular canteen shall be taken for consideration.
4. **The University reserves the right to cancel any one or all tenders without any prior information or assigning any reason.**
5. Submitted tenders would be considered subject to acceptance of all the terms and conditions by the tenderers. As a term of acceptance, the bidders will submit copy of the entire tender document with signature and stamp on every page.
6. The amount offered in the tender should be legible and clear. The tender amount should be entered in both figures and words. In case there is any discrepancy in the amount mentioned in words and figures, the higher amount shall be accepted. In this regard the University decision will be final.
7. The tenderer who will be given the license to run the Canteen, will also take the responsibility to maintain the cleanliness of the Canteen and the quality of the items to be sold in the Canteen, which shall be inspected by the University authorities & more specifically by the Canteen Management Committee from time to time and any kind of deficiency or negligence if found in it, shall be sufficient ground to impose penalty. The modalities of operation and management of the Canteens including additional new items, rates, quality etc. will be decided by the Committee constituted by the Director, IMS, BHU which will include vendor or its representative.

8. Interested tenderers are advised to participate in the tender process only after the site visit of the proposed places and area and persual of items to be sold because thereafter on these basis, any request for relaxation in the tender rate shall not be accepted.
9. Gas cylinder, utensils, equipment and other liabilities for the Canteen shall be installed and managed by the licensee at his own cost. The payment of electricity bill for kitchen appliance shall be paid by vendor. Separate meter will be installed by Trauma Centre for such purpose.
10. Furniture, water cooler, water purifier, deep freezer, electric chimney etc. for the Canteen shall be brought and managed by the licensee.
11. The staff engaged in the Canteen shall be expected to have good conduct with the customers and it will be mandatory for them to be in clean uniform with I-card displayed, the responsibility of which shall be taken by the licensee failing which penalty clause will be applied.
12. Before issuing the license to the tenderer, his antecedents shall be verified by the University and if found suitable only then the license shall be issued.
13. The selected tenderer shall provide residential details with Photographs/Aadhaar Card of all staff engaged by him in the Canteen, so that their antecedents may be verified as per requirement. (MoU)
14. Any staff engaged by the selected licensee for the Canteen, if found suffering from any infectious disease, the University reserve the right to direct the licensee to discharge the staff concerned from the services in Trauma Centre immediately.
15. The licensee shall not engage any child labour in any form for running the Canteen.
16. After initial three years, the University while reviewing the minimum basic rent + additional rent, if found proper to extend the license period, an increment @ 5% in the rent will be done, on which the GST or taxes levied by the government from time to time shall be payable which shall be accepted & payable.
17. The Canteen shall be run at the given place for each proposed canteen which shall be furnished and constructed in modern way (without changing the basic structure) by the licensee himself.
18. **Any employee serving or student studying in this University or their near relatives cannot apply for this tender.**
19. In case of alteration of the canteen by the licensee, the University reserves the right to to accept or change to the original position that shall be acceptable to licensee
20. On award of license to bidder, the bidder has to submit certificate issued from the food authority, within six weeks from the date of acquiring possession lest the license shall be cancelled without any notice in this regard.
21. The taxes as per the law of the country will also be applicable.
22. All the tenderers will have to provide items as mentioned in the enclosed list of compulsory items.
(Annexure-C)
23. In case of need, University reserves the right to shift the canteen to any other place in the same premises. All the shifting cost with respect to equipment of canteen / furniture / fixture shall be borne by the licensee.
24. The licensee shall install firefighting equipment in the canteen area as per standard fire safety norms.
25. The tenderer shall neither create sub-contract of any description with regard to this license nor shall any

part thereof be assigned or transferred to any other firm/agency.

26. The licensee shall use the allotted space, only for the purpose indicated under the agreement and for no other purpose whatsoever.
27. Banaras Hindu University shall not be responsible in any way for loss or damage by any means caused to the licensee's property in the said canteen.
28. The rates of food items sold through canteen, (**as per Annexure C**) should be strictly adhered to and cannot be changed in any circumstances without prior approval of the Canteen Management Committee.
29. The licensee shall maintain quality of food & beverages. In no way any item beyond the expiry date shall be old/served/stored. The licensee shall be responsible for the maintenance of canteen in absolutely clean and hygienic condition with proper arrangement for disposal of waste.
30. Selling of Carbonated/Aerated Drinks, Cigarettes, liquor and other related items made of tobacco/alcohol etc.in canteen is strictly prohibited.
31. The Licensee shall not store any hazardous goods in the premises of canteen/hospital.
32. The Licensee or worker of canteen shall not cause any nuisance, annoyance to the patients/attendants, doctors and staff coming in the canteen. In the event of any breach/violation or contravention of any terms and conditions contained in the tender, the penalty as per MOA may be exposed and the said Security Money may be forfeited.
33. The Licensee shall not use or allow to be used the canteen premises or any part thereof for dwelling purpose and shall not allow any outsiders to loiter in and around the canteen building without valid authority.
34. The Licensee shall at his cost employ adequate number of catering staff such as supervisors, cooks, helpers, service boys, sweepers and other person for smooth and efficient running of the canteen in addition to quoted manpower in tender if required.
35. The Licensee shall exclusively be liable and responsible for all statutory laws, rules and regulations as applicable to them.
36. The Licensee shall ensure that all canteen employees, during their working hours wear neat and tidy uniforms and use hygienic gloves supplied by the Licensee. No canteen employee shall be allowed to perform his duty without uniform.
37. Use of plastic bags etc.is prohibited in BHU campus as per the direction of government/BHU authorities.
38. The Licensee shall arrange to provide soap, cleaner, tissue paper, napkin etc. at the wash basins at his own cost around the c̄lock.
39. All food handlers shall use appropriate head gears and gloves.
40. All food items shall be stored in clean, hygienic and safe place free from pests.
41. The periodic pest control in the canteen will be done by the Licensee. In case canteen kitchen requires special post pest control treatment, it has to be arranged by the Licensee himself.
42. The Canteen Management Committee of the Trauma Centre, Institute of Medical Sciences will have the right to inspect the material brought by the Licensee at any time and also to reject any sub-standard items which will be replaced at the cost of the Licensee. Any complaint of hygiene failure, adulteration, infected, spoiled ingredients or foreign objects in the food items would lead to a fine on the Licensee.
43. Only permissible brands for ingredients/raw material as per **Annexure-D** are recommended o be used. All the materials to be used in preparation of food should be of standard certified companies.

44. Clean, hygienic and purified water should be used for cooking and services purpose.
45. The personnel employed by the licensee should be polite, courteous and well behaved with the doctors/employees/students/patient/their attendants etc.
46. The licensee will maintain high quality of hygiene i.e. fly proof apparatus, machine, dustbins for used utensils etc.
47. The Licensee shall maintain complaint book/visitors book/suggestions box at a prominent place in the said canteen and in such a way that it is easily accessible to any person who wishes to record any complaint/suggestion and the details/books shall be open for inspection to the Canteen Management Committee as and when demanded.
48. Licensee must possess all required certificate issued by the Government of India for running/operating canteen.
49. The licensee will have to arrange adequate furniture, equipment, crockery, consumables etc. required for smooth functioning of the canteen.
50. Pre-tender bidders/vendors are advised to visit the area of proposed canteen to assess the requirement of providing furniture/fixture/counters/sinks/water points/wash basins/electric points/drainage system/work benches/preparation tables/storage facilities/RO plants etc. required for establishing functional canteen. All such work including installation of sinks, water connection form nearest source to supply and drainage to the nearest disposal points, electrical points etc. will have to be done by the bidder/vendor without any extra cost. After completion of contract period the bidder will remove/take out all such fixture and shall make good the civil/electrical/other work to the original specifications.
51. On completion of contract period, the vendor is required to hand over the entire area as per original specification/standard. In case of any damage/deficiency the same shall be made good by the vendor.
52. Only cooking gas/Gas cylinder authorized by the gas agency will be allowed for cooking and all cooking gas to be arranged by the vendor at his own cost.
53. As per “Banaras Hindu University Shops Regulations of License & Eviction Rules”, approved vide E.C.R.No.533 Item-45 dated August 13-14 & October 12-15, 1997.the shop shall not be allotted to a person or persons: -
 - (i) Who has been convicted by a Court of Law.
 - (ii) Who has already a shop in his name or his family member’s name allotted by the University.
 - (iii) Who has been black listed by the University.
 - (iv) Against who many action was taken or is pending in the University.
 - (v) Who is a student or an employee of the University
 - (vi) Who is an un discharged insolvent.
 - (vii) Who may jeopardize any interest of the University.
54. The Licensee shall have to take prior permission from the EWSS through the Professor In-charge, Trauma Centre a list of any heavy duty electrical items which he intends to use in the canteen and getthe prior
55. approvalofElectricity &Water Supply Services (EWSS)who will inturn satisfythemselves abouttheelectricalsafetyaspect.
56. The successful tenderer will arrange at his own expense to get the Electric and Water Meter

(duly approved by the EWSS, BHU) installed in the Kitchen area etc.

57. The Vendor shall nominate a Canteen Manager who will be available at all times during the operational hours of the Canteen and will not be absent without prior intimation of at least 7 days to CMC. During the said period of absence, Vendor will nominate another person who is capable of effectively handling the Canteen affairs. Contact details of manager will be shared by the Vendor with CMC and should not be changed as far as possible. In case the Canteen has to be kept closed for a certain period, it has to be with prior permission of the CMC and appropriate notice shall be displayed at the Canteen. The Manager at Canteen is to ensure that the Canteen operations are in accordance with terms of this Agreement
58. The items listed in *Annexure-C* shall be compulsorily prepared and sold in the canteen on pre-decided rates. However, addition of any other food item in the canteen can be done on prior approval/permission of the Canteen Management Committee.
59. The canteen premises shall not be used for any other purposes except for canteen. No worker or person will be allowed to stay/bath and wash clothes etc. in the canteen premises.
60. The Licensee shall provide service to BHU, if needed, in functions, events, meetings, other get-together on the bill basis on agreed terms as per the event.
61. The Licensee should strictly follow the instructions and SOP(s) issued from time to time from Government/University for containment of COVID-19 pandemic.
62. In the event of the date being declared as a holiday for the office, the due date for submission of hard copy of bids and opening of bids will be the next working day.
63. In case of any dispute arising between the successful tenderer and the University, the matter shall be referred to the Vice-Chancellor, BHU for arbitration whose decision would be final and binding.
64. The tenderer/Bidders are required to upload the scanned documents as per checklist like 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 five financial years (i.e. 2017-18, 2018-19, 2019-2020, 2020-21, 2021-22)
65. The tenderer/bidders should download the **BoQ.xls** from Central Public Procurement Portal and fill in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text
66. 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.
67. The firm has to give an Undertaking that there is no vigilance/CBI /FEMA case/ Criminal cases pending against the firm/supplier.
68. 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
69. by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendments 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

thedataandtime forsubmission of bids.

70. Eligibility criteria should clearly spelt out licensing authority and such nature of work. The agency shouldhave valid FSSAI certificateand statutoryregistrationwith**EPF, ESIC**etc. for its employees

71. Lawsgoverningthecontract:

(i) Thiscontractshallbegovernedbythelawof the land

(ii) The Courts of Varanasi shall alone have jurisdiction to decide any dispute arising out of or in respect of thecontract.

(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 fromtimeto time.

72. Drafts Memorandum of Agreement.

All bidder must go through draft MoA(**Annexure-VII**) to be signed between “1st Party & Successful bidder”.

It is presumed that vendor is satisfied and agree to sign draft MoA in case of being successful. MoA clauses shall be binding on nature, however anything left in MoA or unclear in MoA tender document “term & condition shall prevail.





Annexure–A

Sr.	Criteria	Marks
1.	Past experience of running Cafeteria/Canteen/restaurant in Government Institutions/ Corporate Hospital facilities (per hospital 1 point)	5
2.	Turnover from operating in Government Institutions/ Corporate Hospital facilities (25 lakhs / year = 1 point) or Financial Strength exhibited by ITR Return/GST of past three years (1 point = 25 lakhs)	5
3.	Inventory of equipment in possession (Annexure A1) Equipment's point 1. Dish washer 2. Display Counter (fiber glass) 3. Commercial Kitchen Chimney 4. Four door Refrigerator & Oven 5. Stainless Steel kitchen (each item = 2 point)	2 2 2 2 2
4.	Certification from Food Safety, FSSAI, ISO	5
5.	Training facility of vendor	10
6.	Plan and drawings of furnishing of the tendered Canteen	20
7.	Similar canteen / Restaurant in same city run by same vendor (1 canteen = 5 point) or Branded Restaurant Chains > 25 cr. turnover company	20
8.	Site Inspection 1) Cleaning 2) Customers Experience 3) Maintenance of facility 4) Ambience and quality of food 5) Promptness	25
	Total Marks	100

- Aggregate score should be 60 or more.
- Marks will be awarded by the committee on the basis of submitted valid & relevant documents for this tender.

Annexure-B

Detailsof General CanteenforallotmentbyonlineTenderProcessintheTrauma Centre, BHU, Varanasi.

Sl. No	Place	Canteen	Area (in sqft.)	Minimum Base Rent + Additional rent per month (Rs.)	Security Money deposited by the Tenderer at the Time of final allotment (Rs.)
1	General Canteen, Trauma Centre, BHU	Canteen at Ground Floor, Trauma Centre 24 hours	1100.00 Sqft	45000.00 Rs	Equivalent to 6 months Minimum base rent + Additional rent / Commercial rate of BHU, whichever is higher

GENERAL CANTEEN Annexure-C

List of items to be sold in the Canteen as per requirement of the Hospital Administration

S.No.	Food	Quantity weight etc	Rate	S NO	Food	Quantity	Rate
1	Poha	100 gm	25.00	8	Patties	1 pcs	20.00
				9	Classic Tea	1 cup	20.00
2	Idli Sambhar	2 pcs.	25.00	10	Regular Coffee	1 cup	20.00
3	Sambhar Vada	2 pcs.	25.00	11	Mineral Water	1 bottle	ON MRP
4	Chola Samosa	2 pcs.	25.00	12	Muffin	1 pcs	20.00
5	Stuff Paratha with pickle	1 pcs / 100 gm (curd)	40.00	13	GulabJamun Rasgulla	1 pcs.	20.00 15.00
6	Veg. Sandwich	2 pcs	25.00	14	Upma (1 Plate)	100 gm	30.00
7	Veg. Burger	1 pcs	40.00	15	Chola Rice & raita	100 gm/150 gm	50.00



Annexure-D

Permissible brands for ingredients/raw material

Item	Representative Brands*
Salt	Tata, Annapurna
Spices	MDH, Everest
Ketchup	Maggi, Kissan, Heinz
Oil	Sundrop, Saffola, Fortune
Pickle	Mother's recipe, Priya
Wheat Atta (100% wheat)	Aashirvaad, Annapurna,
Papad	Lijjat
Butter	Amul, Britannia,
Bread Modern	Pariwar, Britannia, Amul
Jam	Kissan, Maggi
Ghee	Amul, Anik, Britannia
Milk	Amul Shakti, Amul Gold, Parag, Mother Dairy
Paneer	Amul, Madhur, Mother Dairy
Tea	Brooke Bond, Lipton, Wagh-Bakri
Coffee	Nescafe, Sunrise, Bru
Rice	sources and variety proposed by Licensee and approved by Canteen Management Committee
Dal	sources proposed by vendor, approved by Canteen Management Committee
Ice-Cream	Amul, Mother Dairy
Chocolate health Drink	Bournvita, Boost
Noodles/Pasta	Yupi, Ching's/ Barilla

1. Any Brand change in Annexure D proposed by the operator needs to be approved by the Canteen Management Committee.
2. Any other raw materials to be used which are not mentioned in Annexure D shall be first approved by Canteen Management Committee.

The Licensee may use any other brands only if permitted by the Canteen Management Committee of the Trauma Centre, Institute of Medical Sciences, BHU in writing. Further, in special rare cases due to wholesale/retail market factors outside the control of the Operator, the operator may request to use alternate brands for one or two days on emergency make-shift basis to the designated officer/chairman, Canteen Management Committee.

These brands may be used as approved on case-to-case basis for limited duration only.

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. Self-declaration by the bidder that the uploaded tender documents are true and correct as per (Annexure-II)
- III. Acceptance of Terms and Conditions of tender documents (Annexure-III)
- IV. Self-attested documentary evidence to establish the status of the bidder. (Annexure-IV)
- V. Technical compliance statement (Annexure-V)
- VI. Non-conviction/No pending conviction certificate for preceding three years that the bidder has not been blacklisted in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/supplier.
- VII. Bidders shall have a minimum turnover of Rs. 25 lacs 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, 2019-2020, 2020-21, 2021-2022
- VIII. Self-attested copy of Registration Certificate of the tenderer/bidder.
- IX. Self-attested copy of the PAN Card
- X. Self-attested copy of the Income tax returns (ITR) for the Financial Year 2017-18, 2018-19, 2019-2020, 2021-22, 2020-21,
- XI. Self-attested copies of GST registration certificates.
- XII. Conditional bids would not be entertained.
- XIII. 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.
- XIV. All other documents, as required in terms of the tender, to claim eligibility.
- XV. Bid Security Declaration Form as per (Annexure-VI).
- XVI. FASSI certificate of present existing facility of Vendor

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. Any plea for clerical/typographical error etc. would not be accepted. No correspondence will be entertained after opening of Price bid.
- II. Conditional bid would not be entertained and will be summarily rejected.
- III. Each and every page or paper of the tender documents should be serially numbered, signed & stamped by the authorized signatory of the bidder.
- IV. Tenderers should uphold good business practices.

Disqualification of the bid:

- I. Any deviation from the documents listed in the Tender Checklist of the Tender Documents would lead to disqualification of the bid.
- II. Any action on the part of tenderer to influence any official will amount to rejection of his bid.
- III. In case any document uploaded by the tenderer is found false, the tender shall be rejected and the tenderer may be blacklisted. 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 agreement with University.22.



Submission and Opening of Bids

Forbids submission purposes, the address is **Professor In-charge, Trauma Centre, IMS, BHU**

Attention : **Prof. Saurabh Singh**

Street Address : **Professor In-Charge,
Trauma Centre, IMS, BHU, Varanasi**

ZIP/Postal Code : **221005**

Country : **India**

The deadline for bid submission is:

Date :

Time :

The electronic bidding opening procedure shall be as given in Section I-Instructions for Online Bid Submission

The bid opening shall take place at: **Office of Professor In-charge, Trauma Centre, IMS, BHU, Varanasi**

Street Address : **Banaras Hindu University, Varanasi**

Floor/Room number : **Committee Room**

City : **Varanasi**

Country : **India**

Date :

Time :

The electronic bidding opening procedure shall be as given in Section I-Instructions for Online Bid Submission.

For notices, the Purchaser's address shall be:

Attention : **Assistant Registrar, Trauma Centre**

Street Address : **Trauma Centre, Institute of Medical Sciences, BHU,
Varanasi**

City : **Varanasi**

ZIP Code : **221005**

Country : **India**

Telephone: **05422366444**

Electronic mail address: osdtraumabhu@gmail.com



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. Experience Certificate required a food license for running the Cafeteria/Canteen reputed organizations, Govt. Institutions/ Corporate Hospital a similar facility.
- ii. FSSAI Certificates for similar facility
- iii. 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.
- iv. Performance Certificate for work undertaken in last 5 years certified by the authorized person from the client.
- v. Financial Solvency Certificate of Rs. 25.00 lakh issued by the bank.
- vi. Anon-relationship certificate (As per point no. 1.5 of Eligibility Criteria, Section-A)
- vii. It shall be mandatory for the tenderers interested in running the Canteen to enclose the registration certificate under the “Food Safety and Standards Act, 2006”, without which the tender shall not be accepted.
- viii. The enclosed certificates and proforma (s) duly filled in and signed.
- ix. Registration Certificate of Central Excise, wherever applicable.
- x. Registration Certificate of C.S.T./G.S.T. and other Taxes of State Govts.
- xi. **Copy of Income Tax Returns for last 5 years (2017-18, 2018-19, 2019-20, 2020-2021, 2021-22).**
- xii. **Copy of Sales Tax/ VAT/GST Assessment for last 5 years (2017-18, 2018-19, 2019-20, 2020-2021, 2021-22).**
- xiii. Undertaking for Quality Control System— Copy of Certificate pertaining to ISO, BIS etc.
- xiv. **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



**TO BE
RETURNED ALONG WITH**

C E R T I F I C A T E

WE CERTIFY THAT:

1. 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.
2. 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.
3. 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.
4. We will get FSSAI certificate within 30 days after getting purchase Order.

Authorized Signatory
(Seal)



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 website(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).
2. 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/ organization 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 provision of this tender are found violated, then your department/organization 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 Bidders shall fill in this Form in accordance with the instructions indicated below. No alteration 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 <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of Government-owned enterprise or institution, documents establishing: <ul style="list-style-type: none"> • 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 tender floating Organization <i>(as mentioned in the technical specification of the bid document)</i>	Offer by the Bidder	Deviations (if any)



FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD (On Bidders Letterhead)

I/We, the authorized signatory of M/s....., participating in the subject tender No. for the item/job of , do hereby declare:

- (i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding/award of all future contract(s) of Banaras Hindu University, Varanasi for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory

Bidder Name of Authorized Signatory

Company Name.....



INVITATION FOR BIDS

Notice Inviting Tender (NIT)

BANARAS HINDU UNIVERSITY
TRAUMA CENTRE
INSTITUTE OF MEDICAL SCIENCES
VARANASI-221005

e-Procurement Notice

Ref: TC/IMS/BHU/2022-23/ePro/01

Dated: 15-09-2022

Online tenders are hereby invited **in two cover system for Running GeneralCanteen in the Trauma Centre, IMS, BHU, Varanasi**

Bidders can download complete set of bidding documents from e- procurement Platform <http://eprocure.gov.in/eprocure/app> from **15-09-2022** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 10-10-2022 upto 05:00PM. (Server time). Late bids shall not be accepted.

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

CRITICAL DATE SHEET

Published Date	15-09-2022 (05:00 PM)
Bid Document Download Start Date	15-09-2022 (05:00 PM)
Clarification Start Date	15-09-2022 (05:00 PM)
Clarification End Date	20-09-2022 (05:00 PM)
Pre bid meeting	22-09-2022 (012:30 PM)
Bid Submission Start Date	26-09-2022 (05:00 PM)
Bid Document Download End Date	10-10-2022 (05:00 PM)
Bid Submission End Date	10-10-2022 (05:00 PM)
Bid Opening Date	12-10-2022 (03:00 PM)

sd/-
Registrar