Online Bids

(Through E-Procurement Portal of CPPP)

are invited

for

Disposal of Biomedical Waste

Tender No.: IIT(BHU)/IPC/DBW/2024-25/150 Dated:05.06.2024

Last Date of Submission: 26.06.2024

Tender opening date: 27.06.2024



Registrar, Indian Institute of Technology (Banaras Hindu University) Varanasi-221005

E-mail: registrar@itbhu.ac.in

INDIAN INSTITUTE OF TECHNOLOGY (BANARAS HINDU UNIVERSITY) VARANASI – 221005

DEPARTMENT: REGISTRAR, IIT(BHU), VARANASI 221 005

Advertised Tender Enquiry Documents

(NOTICE INVITING TENDER)

IIT (BHU) Varanasi invites online tender from reputed **Service Providers (or 'authorized' representative of Service Provider)** that they have been authorized to quote in response to this NIT) of the following are invited:

Sl. No.	Tender No. and Last Date	Name of Work	Earnest Money Deposit to be submitted
1.	Tender No.: IIT(BHU)/IPC/DBW/2024-25/150 Dated:05.06.2024 Last Date of Submission: 26.06.2024	Disposal of Biomedical Waste Specifications as per Annexure IV	BID SECURITY DECLARATION Annexure VIII

Tender Documents may be downloaded from Central Public Procurement Portal <u>http://eprocure.gov.in/eprocure/app.</u> Tenderers can access tender documents on the CPP Portal. Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <u>http://eprocure.gov.in/eprocure/app as</u> per the schedule given in the next page.

Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <u>http://eprocure.gov.in/eprocure/app</u>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E- procurement portal).

The Tender should be addressed to **Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.**, and should be submitted online on or before the date and time of Bid opening as mentioned in critical date sheet.

The Institute shall not be responsible for any delay in submitting online Bids. The Institute reserves the right to accept or reject any bid, cancel the Tender without assigning any reason thereof. No correspondence in this regard will be entertained.

Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005

INDIAN INSTITUTE OF TECHNOLOGY (BANARAS HINDU UNIVERSITY) VARANASI – 221005

DEPARTMENT: REGISTRAR, IIT(BHU), VARANASI 221 005

TENDER DOCUMENT FOR: Disposal of Biomedical Waste

CRITICAL DATA SHEET

Name of Organization	Indian Institute of Technology (Banaras Hindu University), Varanasi -221005
Tender	Open
Type/Form of Contract (Work/Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Service
Date of Issue/Publishing Original Tender	05.06.2024 (06:55 PM)
Document Download Start Date	05.06.2024 (06:55 PM)
Document Download End Date	26.06.2024 (04:00 PM)
Pre Bid Meeting Date* *Queries, if any, to be discussed, MUST be emailed to head.phe@itbhu.ac.in, before the date of Pre Bid meeting for consideration.	N.A.
Corrigendum, if any	
Last Date and Time for Uploading of Bids	26.06.2024 (04:00 PM)
Date and Time of Opening of Technical Bids	27.06.2024 (04:00 PM)
Tender Processing Fee (including GST as applicable)	Rs. 1180/- (For Tender Processing Fee) (To be paid through RTGS/NEFT) as per the following details: Name of Account - Registrar, IIT(BHU) Name of the Bank - State Bank of India Name of Branch - IT, BHU, Varanasi Account No 32778803937 IFSC Code - SBIN0011445 The proof of payment must be enclosed with Technical Bid. Both the transactions should be done separately.
EMD (Earnest Money Deposit)	Rs. Nil/- (For EMD submit Bid Security Declaration)
No. of Covers $(1/2/3/4)$	02
Bid Validity days	180 days (From last date of opening of tender)
Address for Communication	Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.
E-mail Address	registrar@itbhu.ac.in

INDIAN INSTITUTE OF TECHNOLOGY (BANARAS HINDU UNIVERSITY) VARANASI – 221005

DEPARTMENT: REGISTRAR, IIT(BHU), VARANASI 221 005

TENDER DOCUMENT FOR: Disposal of Biomedical Waste. <u>INVITATION FOR BIDS</u>

1. Online bids are invited from eligible bidders for the following:

Sl.	Tender no.	Specifications & Conditions	Earnest Money
No.		of the Service	Deposit (EMD)
1.	Tender No.: IIT(BHU)/IPC/DBW/2024-25/ 150 Dated:05.06.2024 Last Date of Submission: 26.06.2024	Disposal of Biomedical Waste Specifications as per Annexure IV	BID SECURITY DECLARATION Annexure VIII

- 1. Interested eligible Bidders may obtain further information from IIT (BHU) website: <u>www.iitbhu.ac.in/iitnotifications/purchase_enquiries/</u> or from Central Public Procurement Portal_(CPPP) <u>https://eprocure.gov.in/eprocure/app.</u>
- Intending bidders are advised to visit IIT(BHU)website <u>www.iitbhu.ac.in/iitnotifications/purchase_enquiries/</u> and CPPP website <u>https://eprocure.gov.in/eprocure/app</u> regularly till closing date of BID submission of tender for any corrigendum / addendum/ amendment.
- 3. Tender Processing Fee is to be deposited electronically by RTGS/NEFT in the account of Registrar, IIT (BHU) in the Bank details mentioned above. Bidders are required to submit the scan copy of payment receipt details of Tender processing fees payment at the time of Bid Preparation.
- 4. This Tender Document contains the following:
 - 1. Instructions for Online Bid Submission
 - 2. Instruction to Bidders
 - **3.** General conditions of contract (GCC)
 - 4. Special Condition of Contracts
 - 5. Checklist for Bid/Tender submission
 - 6. Declaration Certificate
 - 7. Technical specifications for the complete project (Annexure 1)
 - 8. Compliance Sheet

<u>SECTION I: NOTICE INVITING TENDERS (NIT)</u> (GENERAL TERMS & CONDITIONS)

On behalf of the Director, IIT (BHU) Varanasi, tender from eligible, experienced and financially sound Firms/Agencies is invited to outsource the collection, segregation, removal, transportation to incinerator plant and safe disposal of Biomedical Wastes in accordance with the Biomedical Institute Waste Management rules recommended by the law in force, on daily basis from Department of Pharmaceutical Engineering & Technology, School of Biochemical Engineering and School of Biomedical Engineering, IIT(BHU), Varanasi.

Online tenders, in two-bid system, are invited from reputed bidders having at least five years' experience of dealing with the Government Organizations for Contract of services and items as per mentioned specifications in Scope of work 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 2 (two) 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.iitbhu.ac.in**. 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 Biomedical Wastes in accordance with the waste management rules recommended by the law in force, on daily basis from Department of Pharmaceutical Engineering & Technology, School of Biochemical Engineering and School of Biomedical Engineering, IIT(BHU), Varanasi. 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 at least 3 similar works of similar nature in last 5 years in a Government department along with documentary evidence. (Kindly provide the copy of work orders)
- 14. The performance of the Service Provider will be reviewed by the Inspection Committee, constituted by the Registrar, IIT(BHU), Varanasi 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 Department on the format, approved by the Registrar, IIT(BHU), Varanasi.
- 17. The Bidder should have valid License/Certificate from the appropriate authority such as CPCB/UP Pollution Control 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 Institute will be under no legal obligation to provide employment to any of the personnel of the contractor and the Institute recognizes no employer-employee relationship between the Institute 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 Institute 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 Institute.
- 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 Institute 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 **2 Years initially** and may be extended for another 1 + 1 = 2 years on the basis of the 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 equipment/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 Institute.
- 29. In case of any dispute arising between the firm and the Institute the matter shall be referred to Hon'ble Director, IIT(BHU), Varanasi, for arbitration whose decision would be binding.
- 30. All disputes are subject to "Varanasi Jurisdiction" Only.
- 31. Matching the lowest rates- The Institute will have the discretion to award the contract, where rate quoted by

two or more firms are found same.

32. The Service Provider will submit unit wise report (Daily Collection Report) of Bio Medical Wastes collected from Department of Pharmaceutical Engineering & Technology, School of Biochemical Engineering and School of Biomedical Engineering, IIT(BHU), Varanasi on daily basis.

Termination of Contract

a) In the event of the appointed service provider failing to fulfill or committing any breach of any of the terms and conditions of this contract or indulge in omission or commission as detailed in the terms & conditions and scope of work of the tender document, then without prejudice to the Institute's rights and remedies to which otherwise, the Institute shall be entitled, the contract shall be terminated without notice; the performance bank guarantee shall be forfeited and encashed; the service provider shall be blacklisted and the manpower services shall be hired from any third party at the absolute discretion of the Institute without prejudice to any other action which may be taken by the Institute. The cost of such hiring together with all incidental charges or expenses may be recoverable from the service provider at the absolute discretion of the Institute. The omission or commission may include interalia the following: -

- If the service provider or its employees are found guilty of fraud and/or misrepresentation in respect of the contract or any other contract entered into by the service provider with the Institute or any of his partners or representatives thereof; or
- If the service provider becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if
- In case, any document/declaration furnished by the service provider is found to be false/ forged at any stage, it would be deemed to be a breach of terms of contract and thereby, making the service provider liable for legal action, besides termination of contract and/or forfeiture of performance guarantee.
- b) The service provider shall comply with all statutory liabilities and obligations of Central Government, State Government, and Local Bodies Rules & Regulations etc. Any contravention/ non-compliance on the part of the service provider would be construed as a sufficient ground for termination of the contract without notice at the discretion of the Institute. Further, in the event of the Institute being imposed with any penalty/ fine etc., by any agency/authority due to the noncompliance/contravention on the part of the service provider to any statutory laws/rules/regulations etc., the Institute reserves the right to recover such fine/penalty etc., from the service provider.
- c) If the performances of the service provider are not found satisfactory in the initial trial period or at any time thereafter, the Institute shall have the power to terminate the contract without notice. Upon such termination, the performance guarantee of the service provider shall be liable to be forfeited.
- d) In case of termination of the contract not related to (a) act or omission of the service provider, (b) noncompliance of statutory liabilities and obligations by the service provider (c) related to performance of the service provider, the Institute will give a notice of termination of the contract at least 30 days before the intended date of termination of the contract.
- e) The service provider may discontinue the contract at any point of time, by giving a notice at least 90 days before the intended date for discontinuation.

However, in case of discontinuation without a notice or a notice less than 90 days prior to the intended date of discontinuation, the performance bank guarantee shall be forfeited. In addition to forfeiting the performance bank guarantee of the service provider the Institute shall have the right to claim damages and recover them from the service provider

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 Institute an amount equivalent to 5% 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 Institute 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 Institute.
- 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. 2020-21, 2021-22, 2022-23).
- 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 www.eprocure.gov.in 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. 100/- 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 Institute 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 Institute 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, IIT(BHU), Varanasi, 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, IIT(BHU), Varanasi may at his discretion, extend the date and time for submission of bids.
- 11. The tendered rates shall be for a minimum period of 02 (two) 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. If the services, provided by the Service Provider have deteriorated, in that case the decision of the Institute 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.

- 12. The Institute 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.
- 13. The Director, IIT(BHU), Varanasi shall be the final authority in all disputes and decision will be binding on all concerned.
- 14. 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 Institute, 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 Institute. 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 the Director, IIT(BHU), Varanasi or his authorized officer of IIT(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 Institute's 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 Institute 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 plus applicable GST thereon 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 Director, IIT(BHU), Varanasi for arbitration whose decision shall be the final binding on the contracting parties.

2. <u>Laws governing the contract</u>:

(a) This contract shall be governed by the laws of Government of India.

- (b) The Courts of Varanasi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- (c) 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 or any other act as applicable from time to time.
- (d) 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.

3. Use of Contract Documents and Information

- 1.1 The Service Provider shall not, without the Institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Institute in connection there with, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 1.2 The Service Provider shall not, without the Institute's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 1.3 Any document, other than the Contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the Service Provider's performance under the Contract if so required by the Institute.

1.4 Patent Rights

The Service Provider shall indemnify the Institute against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

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. 20 lac (Rupees twenty 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 2020-21, 2021-22, 2022-23.
- 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 2020-21, 2021-22, 2022-23.
- 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 U.P. Pollution Control Board, Lucknow/CPCB 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.

MINIMUM ELIGIBILITY CRITERIA-CUM-TECHNICAL BID

The bids of only those firms will be considered which satisfy all the following eligibility criteria:

- 1. Valid Authorization Certificate issued by U.P. Pollution Control Board, Lucknow/CPCB.
- 2. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 100/- that the firm is not blacklisted from any Government/Private organization or any other institution.
- 3. Registration Certificate of C.S.T. /G.S.T. and other Taxes of State Govts. for doing the tendered service.
- 4. Bidders shall have a minimum turnover of Rs. 20 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 2020-21, 2021-22 & 2022-23.
- 5. Past experience for at least 3 similar works of similar nature in last 5 years in a Government department along with documentary evidence. (Kindly provide the copy of work orders)
- 6. Relevant ISO Certificate for Disposal of Bio Medical Waste.
- 7. Undertaking for Quality Control System Copy of Certificate pertaining to ISO, BIS etc.
- 8. Undertaking for not involvement of Child Labour.
- 9. Statement of Registration with EPF/ESIC etc.
- 10. Exemption to comply with any of the above criteria should be duly supported by the Government orders/ other Government documents. Non-compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the services for which tender has been floated and its tender will be rejected being non responsive.
- 11. Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in cover, to be submitted with the technical bid

PART '2' – SCOPE OF WORK :

Scope of the work will include :

- 1. The collection, segregation, removal, transportation to incinerator plant and safe disposal of Biomedical Wastes in accordance with the Biomedical Institute Waste Management rules recommended by the law in force, on daily basis from Department of Pharmaceutical Engineering & Technology, School of Biochemical Engineering and School of Biomedical Engineering, IIT(BHU), Varanasi.
- 2. The Service Provider will submit unit wise report (Daily Collection Report) of Bio Medical Wastes collected from Department of Pharmaceutical Engineering & Technology, School of Biochemical Engineering and School of Biomedical Engineering, IIT(BHU), Varanasi on daily basis.
- 3. All Bio Medical Waste, generated on daily basis from Department of Pharmaceutical Engineering & Technology, School of Biochemical Engineering and School of Biomedical Engineering in IIT (BHU), Varanasi, collected and transported to a definite place will be removed and safely disposed by the Successful Bidder.

<u>**PART '4' – Payment Terms</u></u>: The Bills and invoices must reach the Registrar office in Trade Bill Section not later than 2^{nd} of each succeeding month for the preceding month where the same shall be processed for payment.</u>**

PART '4' – PRICE BID :

I. The reserved rate is estimated as under:

S. No.	Services	Rate		
1	For collection, segregation, removal,			
	transportation to incinerator plant and safe			
	disposal of Biomedical waste from Department of			
	Pharmaceutical Engineering & Technology, School of			
	Biochemical Engineering and School of Biomedical			
	Engineering, IIT (BHU), Varanasi and provision of			
	coded colour bags.			

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 combined 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 Institute 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 IIT(BHU, Varanasi/Issue of purchase order.

<u>Annexure I</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/CPCB.
- **ii.** The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 100/- 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. 2020-21, 2021-22 and 2022-23.

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 QUOTATION

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

1.	(a) Whether the prices are inclusive of GST & other taxes.(b) If not, kindly specify the amount / rate	:	YES / NO
2.	Our terms of payment 100% Payment on bill basis For Local or Outstation Service Provider		_
3.	 (a) Whether the firm is GST payer. If yes, please mention the GST Numbers. (b) Whether the Local Service Provider (s) is/are GST payer(s) If yes, please mention the GST numbers of each 		YES / NO YES / NO
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 IIT(BHU), Varanasi.
- 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 services along with goods/ articles offered under the contract shall be of the best quality and workmanship and their supply be strictly in accordance to the Institute 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 Conditions 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 IIT(BHU), Varanasi.
- Bidders shall have a minimum turnover of Rs. 20 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 2020-21, 2021-22 & 2022-23.

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 Institute.
- (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 Institute 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 Institute, will lead to rejection of the bid.
- The Director, IIT(BHU), Varanasi, 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).

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

<u>FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY</u> (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 Institute, 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

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)/ PERFORMANCE

<u>SECURITY</u> (To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT VARANASI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VARANASI)

To, The Registrar, Indian Institute of Technology (BHU), Varanasi-221005

LETTER OF GUARANTEE

This Bank further agrees that the decision of Indian Institute of Technology (BHU), Varanasi (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the

Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ or Indian Institute of Technology (BHU), Varanasi (Buyer). Notwithstanding anything contained

herein:

1. Our liability under this Bank Guarantee shall not exceed Rs.

.(Indian Rupees only).

2. This Bank Guarantee shall be valid up to(date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT (BHU), Varanasi serve upon us a written claim or demand on or before

.....(date). This Bank further agrees that the claims if any, against this Bank Guarantee shall

be enforceable at our branch office at situated at

local branch). Yours truly,

Signature and seal of the guarantor:

Name of Bank: Address:

Date:

Annexure-X

PREVIOUS SIMILAR ORDER EXECUTED

Please quote best minimum prices applicable for a premier Educational and Research Institution. The party must give details of purchase orders identical or similar equipment supplied to any IITs/NITs/Govt. Office/PSU/University/Autonomous Body as per below Format in last Five

years (to be enclosed in Price Bid / Commercial Bid) along with the final price paid and details are mandatory.

Name of the Firm _____

Order placed by (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Value of Order	Date of completion of delivery as per contract	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order &	Has the Equipment being installed satisfactorily (Attach a Certificate from the Purchaser/	Contact Person along with Telephone No., Fax No. and e- mail address.
					supply order & those quoted to us	Purchaser/ Consigner)	address.

(Kindly enclose the scan copy of aforementioned purchase orders)

Details of Technical Expert

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.

Name of the organization	Name of Contact Person	Contact No

Signature of the Tenderer with Seal

TENDER FORM

(Techno commercial un-priced Bid)

(On the letter head of the firm submitting the bid)

Tender No.

To,

Registrar

Indian Institute of Technology (Banaras Hindu University)

Varanasi – 221005, U.P Dear Sir,

- 1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
- 2. I/We meet the eligibility requirements and have no conflict of interest;
- 3. I/We have not been suspended nor declared ineligible in India;
- 4. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- 5. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of days from the date of opening of the tender.
- 6. I/we shall be bound by a communication of acceptance issued by you.
- 7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
- 9. The following have been added to form part of this tender.
 - (i) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
 - (j) Income Tax clearance certificate.
 - (k) Copy of last audited balance sheet.
 - (l) Copy of Valid GST registration certificate.
 - (m) Copy of similar relevant major purchase orders executed during last Five years in IITs/NITs/Govt. Office/PSU/University/Autonomous Body.
 - (n) Proof of manufacturing Unit, dealership certificate/general order suppliers.
 - (o) Statement of deviations from financial terms & conditions, if any.
 - (p) Any other enclosure. (Please give details)
- 10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
- 11. Certified that the bidder is:

(d) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

(e) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

(f) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

14. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted;

15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder**

Title of the person signing the Bid

Signature of the person named above

Date signed day of

* In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder ** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)	
Dated this day of	
Address:	
Telephone No. :	-
FAX	-
E-mail	_

Company seal

TENDER FORM

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To,		
	The	
Ref:	Tender No.	Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

- 1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
- 2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
- 3. The prices quoted are inclusive of all charges net FOR IIT(BHU) Varanasi and should be mentioned clearly. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a. Price Schedule (Bill of Quantity-BOQ).
 - b. Statement of deviations from financial terms and conditions.
- 4. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
- 5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
- 6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney. (NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of	
Signature of Bidder _	
Details of enclosures	
Full Address:	

Telephone No.	
Mobile No. :	
Fax No. :	
E-mail:	

Company Seal

DECLARATION

(On the letter head of the firm submitting the bid)

- I, ------ Son /Daughter of Shri------ Proprietor/ Partner/ CEO /MD/ Director/ Authorized Signatory of M/s. ------ am competent to sign this declaration and execute this tender document.
- **2.** I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- **3.** The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
- **4.** I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- **5.** Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.
- 6. This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.
- **7.** The prices quoted in the price bids are subsidized due to academic discount given to IIT (BHU), Varanasi.
- **8.** We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/Govt. Department/Public Sector Undertaking in the last three years.

Signature of the Authorized Person

Full Name	
-----------	--

Company Address with Seal

Date: -----

Place: -----

BID SUBMISSION

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in two Envelops as explained below:-

$\frac{\mathbf{Envelope} - \mathbf{I}}{(\text{Following documents to be provided as single PDF file)}}$			
Sl. No.	Document	Content	File Types
1.	Technical	Technical Compliance Sheet	.PDF
2.	Bid	Organization Declaration Sheet	.PDF
3.		Checklist, Tender Acceptance, Tender Form, Annexure 1 etc.	
4.		List of organizations/ clients where the same products have been supplied (in last five years) along with their contact number(s). and Purchase order copies (Annexure-III)	.PDF
5.		Technical supporting documents in support of all claims made at Annexure-I	.PDF
6.		EMD and Tender fee submission proof	.PDF
7.		Brochure of quoted product	.PDF
8.		Other Documents, if any which are not covered above	.PDF
Envelope – 2			
Sl. No.	Document	Content	
. 1	Financial Bid	Price bid Form should be submitted in PDF format.	.PDF
. 2		BoQ in .xls Format	.XLS