



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
ELECTRONICS DIVISION

P. B. No 2606, Mysore Road, Bengaluru - 560 026.
An ISO 9001, ISO 14001, ISO 45001 & ISO 27001 Company

Phone : 26998402
e-mail : shilpa.v@bhel.in

Tender Document for the Work of:

Disposal of Used oil (Cat 5.1)- Recyclable Hazardous
Wastes
(Two years Contract)

at BHEL, Electronics Division, Mysore Road
Bengaluru-560 026

This Tender Document contains 16 Pages



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NOTICE INVITING TENDER

1. Tender Reference : BHEL-EDN/HSE/HWM/SV/2024-26/R3
Dated: 01.07.2024
2. Name of the work : Disposal of Used oil (Cat 5.2) –recyclable
Hazardous Wastes.
3. Duration of Contract : Two Years
4. Completion time : Once in 90 days from the date of issue of work
order (i.e. 4 times in a year)
5. Earnest money deposit : Nil
6. Last date and time for the receipt of completed tender : Before 1.00 PM on 10.07.2024
7. Date and time for tender opening : At 1.30 PM on 10.07.2024
(Technical Offer)
8. Place of submission of completed tender : To be dropped in the TENDER BOX NO.7 (FS&T
TENDER BOX) only kept in the Reception Area at BHEL, Electronics Division, Mysuru
Road, Bengaluru - 26

This tender document contains 16 pages including the following.

01. Instructions to tenderers
02. Scope of Work and Terms & Conditions
03. Annexure – I (Questionnaire)
04. Annexure – II Technical bid (Data Sheet)
05. Annexure – III List of recyclable hazardous waste
06. Annexure- IV (Price Schedule)

Note: The tenderer shall return the duly filled in tender document after
affixing signature on all pages.

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INSTRUCTIONS TO TENDERERS

Name of work: Disposal of Recyclable hazardous waste (Two Years contract)

1. Tenders for the above mentioned work are hereby invited from Contractors experienced in works of similar kind and magnitude having the valid Authorization from the Karnataka State Pollution Control Board/ Central Pollution Control Board.
2. Tenders should be addressed to the Engineer (HSE), Electronics Division, Bharat Heavy Electricals Limited, Mysuru Road, Bengaluru - 560 026. The full name and address of the tenderer, the name of the work indicating and date of opening should be indicated on the cover
3. The local address of the Contractor, the name of the person to whom all the correspondence is to be addressed should be indicated with telephone number (both office and residence), E-mail address and Mobile Number.
4. All entries in the tender documents should be in one ink. Erasures and over writing are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned with proper indication of the name, designation and address of the person signing.
5. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings attached thereto before submitting tender.
6. Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paisa with reference to each item and for all the items shown in the attached schedule. In case the rate quoted in figures differ from those quoted in words, the higher of the rates will be taken as the tendered rate and shall be binding on the tenderers.
7. The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender.
8. Tenderer shall not reduce their quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.
9. Quantities shown in the attached schedule are only approximate and are liable to variation.
10. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labor. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, specifications and all other documents which form part of the Tender Document. The tenderers shall specially note that it is tenderer's responsibility to



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provide any item which is not specifically mentioned in the specification, but which is necessary to complete the work.

11. Should a tenderer find discrepancies or omissions in the Specification attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications.

Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

12. In the event of tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazette Officer must accompany the tender.

13. Every tender must be accompanied by Demand Draft for the amount mentioned as Earnest Money Deposit. This Earnest Money will be refunded to the unsuccessful tenderers after finalization of the award of work. In the case of successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause - 16 of the BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the Earnest Money Deposits.

14. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.

15. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.

16. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.

17. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion cancel such tender.

18. If a partner of the firm expires after the submission of the tender, after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character/s.

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ISSUING OFFICER



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19. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
20. If the tenderer deliberately gives wrong information in his tender, BHEL reserve the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.
21. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
22. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
23. The Contractor shall take into account all the materials needed for storage, loading, etc., In quoting their rates, the Contractors are advised to take into account the cost of the above materials.
24. Should a tenderer or a contractor on the list of approved contractors has a relative or in the case of firm or Company of Contractors any of its shareholder's relative is employed in a Gazette Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bengaluru-26 i.e. the authority inviting tenders, shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
25. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure B & C containing extracts of clauses 2.8 and 2.18 of BHEL GCC). The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinize the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the preform enclosed as Annexure B & C.
26. BHEL-Electronics Division is an ISO 14001 & 45001 certified company and the contractor shall be liable to oblige with the clauses of these standards during the execution of the contract. The contractor and his employees shall also follow the safety code given as Annexure D and also the guidelines of the BHEL- HSE policy enclosed as Annexure E.
27. All operations to be carried out by the Contractor during the execution of the contract like storage, loading etc., shall be done after getting approval from our Engineer-in-charge.

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28. The Contractor shall get himself registered with the PF. Authorities as an independent Employer, and should have their own code number. They should comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under
29. The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, and should have their own code number. They should comply with ESI Act, rules, regulations and other orders issued there under
30. If applicable, the Contractor shall apply and obtain license under Contract labor (R&A) Act 1970 and comply the relevant provisions of this Act in respect of the labor employed by him for executing this contract. The Contractor shall furnish necessary returns to the authority.
31. If applicable, the Contractor shall insure all his laborers and equipment / materials. Any claim by his employees for damages shall be settled by the contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL. The contractor shall take care of safety of the building and equipment at the working area. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry
32. Contractor shall produce necessary records, documents and explanation whenever he is called upon to by any Government agencies like ESI, PF, VIGILANCE etc.
33. **TERMS OF PAYMENT:**

The tenderer shall pay the entire value of each load after measuring/weighing the item before leaving the factory premises. GST (as per HSN code mentioned against each item in Annexure -III) and TDS as applicable will also be collected in addition to the basic price.
34. **INSPECTION OF MATERIALS / WORK BY BHEL:**

BHEL officers connected with the contract shall have the power at any time to inspect and examine any stores or materials intended to be used in or on the work, whether on the site or at any factory or workshop or other place the same are laying and the contractor shall give necessary facilities for such inspection and examination.
35. **EXTRA ITEMS**
No extra items of work shall be carried out by the contractor other than those authorized to do so in writing by the Engineer. For any such items of work executed as per instructions of Engineer, the rates will be fixed on the basis indicated under BHEL GCC
36. **INTERRUPTION TO WORKS:**



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In quoting the rates / prices the contractor should take in to account the fact that due to the site conditions or other reasons, interruptions are likely to be encountered in a work of this nature and magnitude. No claims for such interruption will be entertained on any account.

ANNEXURE: 'A'

GENERAL CONDITIONS OF CONTRACT

It is hereby agreed by me / us that the BHEL General Conditions of Contract including subsequent amendments / additions / deletions to clauses if any, and conditions pertaining to the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me / us.

ANNEXURE 'B'

2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The contractor at all times during the continuance of this contract shall, in all his dealings with local labor for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Maternity act, Regulations etc. such as contract labor(R&A) Act 1970, Minimum wage Act 19748, Payment of wages Act 1936,ESI Act 1948, EPF Act 1952, Employees' compensation Act 1923, The Karnataka Factories Rules 1969, Child labor Prohibition act 1986, Prevention of sexual harassment at work place Act 2013, The company's instructions as issued from time to time in regard to working hours, wages, leaves, holidays etc. for labor as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law

The contractor shall obtain independent License under the Contract Labor (Regulations and Abolition Act) as required from the concerned Authorities based on the certificate (Form) issued by the Principal Employer/Customer

The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalties, commission or other charges which may be levied on account of his operations in executing the contract.

Contractor shall be responsible for provision of Health and Sanitary arrangements, Safety precautions etc. as may be required for safe and satisfactory execution of contract.

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The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him. The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

Any delay in completion of works/or non-achievement of periodical targets due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost. The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

All safety rules and codes applied by the Client/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain protection necessary for the purpose.

The contractor will be directly responsible for payment of wages to his workmen on specified date of respective month declared as per applicable Labor Act. In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract.

INSPECTION OF THE WORK: BHEL Officers concerned with the Contract shall have power at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required to given for such inspection and examination.

In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract

ANNEXURE - 'C'

CLAUSE 2.18 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such

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dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge. The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.

The cost of arbitration shall be borne equally by the parties.

Work under the contract shall be continued during the arbitration proceedings

ANNEXURE 'D'

SAFETY CODE

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

1. The contractor shall have full regard to safety of all persons deployed by him at the site. Keep the site and the works in orderly state appropriate to avoidance of danger to such persons. The contractor shall be responsible for any consequence arising out of execution of assigned contract.
2. The contractor shall take all reasonable steps to protect the environment on and off the site to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of execution of assigned contract.
3. The contractor is expected to follow a work planning process that is acceptable to the organization. The work planning must be conducted and documented prior to the start of work. Following steps to be followed and documented in the form of Job hazard Analysis.

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- a. Define the scope of work.
 - b. Analyze hazard for each activity, in a step by step manner.
 - c. Develop and Implement Hazard controls and regulatory compliance.
 - d. Perform the work and monitor the effectiveness of the hazard control.
 - e. Provide feedback to improve the process.
4. The contractor shall provide the following Personal Protective Equipment (PPE) as appropriate for the work as per relevant IS Standard while executing the contract.
- a. Hard Hats (Safety Helmet)
 - b. A Pair of Gum Boots
 - c. A pair of Safety Shoes with Steel toe
 - d. Goggles (safety Glasses)
 - e. A Pair of Aprons (Cotton & Chemical Resistant)
 - f. Chemical Fume Respirators
 - g. Dust respirators
 - h. Ear plug/ Ear muff
5. All chemicals to be used at the site facility must be approved by the contracting organization and Material Safety Data Sheet must be maintained by the contractor.
6. In the event of any spillage, try is to recover as much material as possible before it enters drainage system and to take all possible measures to prevent spilled materials from running off the site.
7. The contractor shall ensure not to mix chemicals without proper supervision.
8. The Contractor shall explain all the hazards and risks associated with the operation to contract workmen prior to the start of work.
9. The Contactor shall screen all workmen for health and competence requirement before engaging for the job and also periodically.
10. The Contactor Shall report all incidents (Fatal/Major/Minor/Near Miss) to the Site engineer in charge-BHEL.
11. The Contactor shall ensure full co-operation during all HSE audits.
12. The Contractor shall adhere to the instructions laid down in Operation Control Procedures (OCPs) available with the contracting organization.
13. The Contractor shall ensure that adequate illumination is arranged during night work.
14. The contractor shall not interfere with or disturb electric fuses, circuit breakers, wiring and other electrical equipment's belonging to BHEL under any circumstances whatsoever, unless specially permitted in writing by BHEL to handle such fuses, circuit breakers, wiring or electrical equipment's.
15. The contractor shall ensure that there is no wastage of electricity, water, compressed air or any other natural resources while performing work on site of contracting agency
16. The contractor and his workmen shall avoid the use of polythene bags, thermocol and other non-biodegradable substances to the extent practically feasible.



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ANNEXURE 'E'



In BHEL, Health, Safety and Environment (HSE) responsibilities are driven by our commitment to protect our employees and people we work with, community and environment. BHEL believes in zero tolerance for unsafe work/non-conformance to safety and in minimizing environmental footprint associated with all its business activities. We commit to continually improve our HSE performance by:

- Developing safety and sustainability culture through active leadership and by ensuring availability of required resources.
- Ensuring compliance with applicable legislation, regulations and BHEL systems.
- Taking up activities for conservation of resources and adopting sound waste management by following Reduce/Recycle/Reuse approach.
- Continually identifying, assessing and managing environmental impacts and Occupational Health & Safety risks of all activities, products and services adopting approach based on elimination/substitution/reduction/control.
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, design of products & systems and for selection of plants, technologies and services.
- Imparting appropriate structured training to all persons at workplace and promoting awareness amongst customers, contractors and suppliers on HSE issues.
- Reviewing periodically this policy and HSE Management Systems to ensure its relevance, appropriateness and effectiveness.
- Communicating this policy within BHEL and making it available to interested parties.

June 5, 2018

Atul Sobti
Chairman & Managing Director

Creating of tomorrow
BHARAT HEAVY ELECTRICALS LIMITED



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SCOPE OF WORK and TERMS & CONDITIONS

1. Collection, loading and transportation (to the tenderer's recycling facility) of Hazardous waste materials, given in Annexure-III, generated in the factory premises of BHEL- Electronics Division, Bengaluru-560 026 and BHEL- Electronics Systems Division, Bengaluru -560100
2. Recycling/Reprocessing/ Disposal as per the guidelines of Karnataka State Pollution Control Board/ Central State Pollution Control Board
3. Submission of necessary Hazardous waste manifests in the prescribed form and submission of passbook as and when lifting the materials for entry and verification by BHEL officials.
4. Submission of Certificate for having Recycled/Reprocessed/Disposed as per the guidelines of Karnataka State Pollution Control Board/Hazardous and other Wastes (Management and Transboundary Movement) Rules 2016
5. Update of quantity receipt in Karnataka State pollution control Board Hazardous Waste E- Manifest portal once the material is received at tenderer's facility.
6. The offer should be made in two parts viz. Techno Commercial Bid and Price Bid. The techno commercial bid should not include prices but unpriced bid shall be submitted
7. The tenderers may visit at BHEL – EDN, Bengaluru – 26 before submitting their offer.
8. The financial offer should be submitted as per the Price Schedule Format – Annexure IV



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P. B. No 2606, Mysore Road, Bengaluru - 560 026.
 An ISO 9001, ISO 14001, ISO 45001 & ISO 27001 Company

Phone : 26998402
 e-mail : shilpa.v@bhel.in

ANNEXURE – I

Sub: - Two Years Contract for Disposal of Used Oil (Cat. 5.1) - recyclable Hazardous Wastes

Questionnaire to be answered by the tenderer by writing "YES" OR "NO" in the suitable boxes. These details are essential to accept the Technical offer. If the tenderer does not give details as required, the offer will not be considered.

SL. No.	Description	YES	NO
01	Whether the tenderer has understood the scope of work. (If the answer is "NO", or there is any clarification required, the same may be got cleared from the Executive in charge, before submitting the offer)		
02	Whether the tenderer has the valid Authorization/ consent/ approval/ Pass book issued by Karnataka State Pollution Control Board/ Central State Pollution Control Board and enclosed the copies of the same.		
03	Whether the tenderer agrees to supply necessary Safety appliances during the execution of work.		
04	Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of technical bid.		
05	Whether the tenderer agrees for the payment terms mentioned in the tender.		
06	Whether the tenderer has signed all the pages of the tender document and submitted along with the Technical offer		
07	Whether the tenderer agrees to inspect the recycling facility, if desired by BHEL, before finalizing the offer and during the execution of work.		
08	Whether the tenderer has indicated the address of their local office in Bengaluru along with the phone no. The offer of the tenderer who does not have local office will be rejected.		
09	Whether the tenderer has agreed to all Terms & Conditions given in the tender. (If the Answer is "NO"/ or any deviation, the same may be mentioned in separate sheet.		
10	Whether the tenderer has filled their offer as per the Price Schedule Format and submitted in a separate cover.		

Note:

1. If any of the question is not applicable, please mention as "Not Applicable".
2. If there is any deviation, please mention the same separately.

CONTRACTOR

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ISSUING OFFICER



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED

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Annexure - II
TECHNICAL BID (DATA SHEET)

1. Name of the Contractor

2. Residential address

Telephone Number

3. (i) Name of the Firm with Address

E-Mail address if any

Telephone Number

PAN

GST NO.

(ii) Whether proprietary / Partnership Firm/Company: Proprietary/Partnership/Company (please tick)
(Enclose Firm Registration Certificate Copy).

4. Name of the contact person for Contractor

Telephone Number

Place:

Signature:

Date:

Name:

CONTRACTOR

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ISSUING OFFICER



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ANNEXURE – III

List of Recyclable Hazardous wastes

Sub: - Two Years Contract for Disposal of Used Oil (Cat. 5.1) - recyclable Hazardous Wastes (Once in 90 days)

Sl. No.	Type of the waste	Category as per HWM rules	Category No.	HSN code (for GST)
1.	Used oil	Used or spent oil	5.1	27109900
2.	Frying Oil Generated in canteen	Used or spent oil	5.1	27109900



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ANNEXURE – IV

Price Schedule

Sub: - Two Years Contract for Disposal of Used Oil (Cat. 5.1) - recyclable Hazardous Wastes (Once in 90 days)

Sl. No	Name of the waste	Approx. Qty (A)	Basic price per Ltr in Rs.	Tax		Net price per Liter/ Kg in Rs. (B)	Amount for the Item in Rs. (AxB)
				GST @18%	IT @ 1%		
1.	Used Oil (ltr) (Cat. No. 5.1)	4000					
2.	Frying Oil Generated in canteen (ltr)	2000					
	TOTAL						
	Total Amount in words						

CONTRACTOR

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