

BHARAT HEAVY ELECTRICALS LIMITED
ESTATE OFFICE BHEL TOWNSHIP, SECTOR-17 NOIDA- 201301



TENDER DOCUMENT

FOR

**WASTE MANAGEMENT SYSTEM
IN BHEL TOWNSHIP, SECTOR-17, NOIDA**

**NIT NO. 09: AA: NOI: ADMN: WM: 112: 2018-19
DATED: 03.05.2018**

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LAST DATE FOR SUBMISSION : 23.05.2018 at 1500 Hrs.

DATE FOR OPENING OF TENDER : 23.05.2018 at 1530 Hrs.

**VENUE OF OPENING OF TENDER : Estate Office, BHEL Township, Sector-17,
Noida.**



भारत हेवी इलेक्ट्रिकल्स लिमिटेड BHARAT HEAVY ELECTRICALS LTD.

सम्पदा कार्यालय , सेक्टर - 17, नॉएडा - 201301 (यु. पी.) भारत
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA

NOTICE FOR INVITING OPEN TENDER

Sealed tenders are invited in two-part bid for the following work in BHEL Township, Sector-17, Noida.

Name of Work : **WASTE MANAGEMENT SYSTEM
IN BHEL TOWNSHIP, SECTOR-17, NOIDA**

NIT NO. : **09: AA: NOI: ADMN: WM: 112: 2018-19
DATED: 23.05.2018**

Period of Contract : **24 Months/ 2 Year**

Earnest Money : **Rs. 39, 660 /-**

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at
Estate Office, BHEL Township, Sector-17, Noida : **23.04.2018 at 1500 Hrs.**

Date of opening the tender : **23.04.2018 at 1530 Hrs.**

Venue for opening of Tender : Estate Office, BHEL Township,
Sector-17, Noida

The Tender Document may be obtained from the office of Sr. Executive (HR-TAX), Estate office, Sector-17, Noida free of cost or may be downloaded from BHEL web site (www.bhel.com) or from CPP portal (<http://eprocure.gov.in>). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the office of Sr. Executive (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by **23.05.2018** at 3:00 PM. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-30706961 or at e-mail: varungarg@bhel.in.

वसुध कुरमर गरु
शरर, कररररररर (शर. शं-शरररररर)
Varun Kumar Garg
Sr. Executive (HR-TAX)
शरर शरर शरररररर शर, शरर शरररर, शरर-17, शरर
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Varun Kumar Garg)
Sr. Executive (HR-TAX)
On behalf of "BHEL"

वसुध कुरमर गरु
शरर, कररररररर (शर. शं-शरररररर)
Varun Kumar Garg
Sr. Executive (HR-TAX)
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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

PART 'A' – TECHNO- COMMERCIAL BID

A. INSTRUCTIONS FOR THE BIDDERS:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Tenderer in his tender may be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
5. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-E-1) and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Work, NIT No. & due date of opening.
6. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, Contractor's Obligations, un-price bid, all the annexure duly filled & signed by the tenderer and the envelope containing EMD.
7. Bid without requisite Earnest Money (EMD) will not be considered.
8. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
9. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates/amounts as specified in the Price bid format.
10. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
11. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
12. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
13. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
14. **Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Engineer-in-charge's decision will be full and final in the event of any. Any queries regarding this tender may be clarified from Sr. Executive (HR-TAX), on Tel. No.-0120-30706961 or at e-mail: varungarg@bhel.in**
15. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.



B. PRE QUALIFYING CRITERIA:

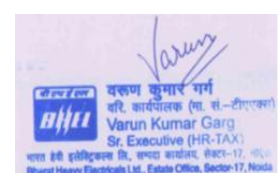
- 1) **EMD of Rs. 39,660/-** (Rupees Thirty Nine Thousand Six Hundred Sixty Only) only in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). **Please Note: Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted.**
- 2) The bidder should have PAN No. & GSTIN Registration No.
- 3) The bidder's average annual financial turnover during the last three financial years ending 31st March 2017 should be at least **Rs 2.97 lakhs**.
- 4) The experience of having successfully completed similar Works (Similar work shall mean execution of Waste Management System like composting, organic waste converter etc.) during last 7 years ending on 31.03.2018 should be either of the following: -
 - a) Three similar completed jobs/ services costing not less than Rs. **3.97 Lakhs** each executed in one year.

Or
 - b) Two similar completed jobs/ services costing not less than Rs. **4.96 Lakhs** each executed in one year.

Or
 - c) One similar completed jobs/ services costing not less than Rs. **7.93 Lakhs** executed in one year.
- 5) **DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:**
 - a) **Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.**
 - b) Self-attested copies of Balance Sheet and Profits & Loss Account statements of last three financial years i.e. FY 2014-15, 2015-16 & 2016-17 (AY 2015-16, 2016-17 & 2017-18) duly verified by CA .
 - c) Self-attested copies of acknowledgements of IT return of last three financial years i.e. FY 2014-15, 2015-16 & 2016-17 (AY 2015-16, 2016-17 & 2017-18) Self-attested copies of Work Orders/ Award letters along with certificates of completion in support of proof of experience for the works executed by the bidders during last 7 years ending on 31.03.2018. BHEL reserves the right to crosscheck the documents from the issuing department/ company.
 - d) Self-attested copies of the **PAN No. & GSTIN Registration No.**
 - e) Bidder shall submit the Un-Price bid (Annexure-E1) along with techno-commercial offer. It may be noted that only the rate of tax/GST has to be indicated in the Un-price bid.
 - f) The Bidder must Submit a declaration (enclosed at Annexure –E2), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
 - g) No deviation certificate as per Annexure –E3 (enclosed) must be signed and stamped.
 - h) Bidder must submit the Technical Details in the enclosed format (Annexure-E4).
 - i) Bidder must submit the Bidder's Details in the enclosed format (Annexure-E5)
 - j) Bidders must submit a Declaration of GST Benefits (enclosed at Annexure – E-6).
 - k) Bidder must submit the checklist enclosed at Annexure-E8 after duly filled and signed.

C. GENERAL TERMS & CONDITIONS:-

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 4) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
- 5) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.in
- 6) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 7) Rates/amount/percentage quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 8) The rates/percentage/amounts quoted by the bidder are deemed to be inclusive of all, cost of site clearance and any other incidental works required to complete the work and inclusive of all the taxes but excluding GST. GST shall be quoted extra in the same price bid format.
- 9) All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 10) **VALIDITY OF RATES:** Validity of rates will be **90 days** from the date of opening of the techno-commercial bid.
- 11) **EVALUTION CRITERIA:** The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. BHEL may finalize successful tenderer by either **opening of sealed price bid** or conducting **Online Reverse Auction**. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. In case of opening of Price Bid, evaluation of bid will be on total cost to 'BHEL'. Evaluation of Price Bid will be done on overall L-1 rate inclusive all including GST (i.e. on Sl.No. 4 of Price Format). In case of tie between the rates of two or more bidders, the Snap bidding system will be followed to arrive the L-1 bidder.
- 12) **REVERSE AUCTION:** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. The Reverse Auction shall be conducted by a Service Provider (empaneled with BHEL) as per the Business Rules and Terms & Conditions enclosed.
- 13) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless



in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

14) **CONTRACT PERIOD:** The contract period shall be **24 Months** from date of award.

15) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been sublet, the contract shall be terminated immediately & Security Deposit shall be forfeited.

16) **EPF & ESI:** The contractor should have **PF code number & ESI code number** before the start of work. However, in case of not having any or both the documents, the contractor shall arrange & submit the documents before claiming first running bill.

17) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.

18) Period of guarantee/ maintenance shall mean the period of 6 months which will be calculated from the date of actual completion of the works certified by the Engineer-in-charge in accordance with conditions of the contract. The period of maintenance shall always be reckoned from the date of completion of the whole of the works as accepted / taken over by Engineer-in-charge.

19) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by BHEL subject to the following conditions: -

- a) The source of water will be given at one point free of cost. Electricity will be charged as per actual.
- b) Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines/ connection from existing main of source of supply as directed by Engineer Incharge.
- c) BHEL do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.

20) **STORES AND MATERIALS ON SITE:**

- a) The contractor shall, during the progress of work, provide, erect and maintain at his own expense all necessary temporary work-shops, stores etc. required for the proper and efficient execution of work. The location & size of the store shall have the approval of the Engineer-in-Charge and the contractor shall at all times keep them tidy in a clean and sanitary condition to the entire satisfaction of the Engineer-in-Charge.
- b) All materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge.
- c) The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft or loss of contractor's materials.
- d) The stores provided by the contractor will not be utilized as the accommodation for the workers or for any other purpose. Contractor will remove the temporary stores/ structure before claiming the final bill.

21) **CONTRACT AGREEMENT:** A contract agreement shall be signed before the start of work on a non-Judicial stamp paper of Rs 100/-. The contract agreement shall be deemed to have become effective from the forenoon of date of award, and will remain in force for a period 24 months and then after for maintenance period of another six months. However, this Agreement may be terminated earlier by BHEL at any time by giving one month's notice to the Contractor due to any failure on the part of the contractor in discharging his obligations under the contract, without prejudice to the rights of BHEL to recover any money becoming due under this Agreement. In

such a case, the Contractor shall not be entitled to any compensation thereof. The decision of BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.

22) TERMS OF PAYMENT:-

- a. No advance payment or the payment for mobilization of work will be made to the service provider. Running bills payment (If demanded by service provider) excluding GST portion, against the work executed shall be made to the service provider. However only one running bill will be accepted in a month.
- b. The payment of final bill will be made only after obtaining certificate of satisfactory completion & satisfactory quality of the work as per tender by the Engineer-in-Charge, clearance of the site & clearance of all the liabilities on service provider's part. No claim will be entertained after signing the final bill.
- c. Bills raised by the Service provider shall be certified by the official in-charge of BHEL and the payments will be made against running/final bill excluding GST portion, within 30 days by NEFT/RTGS from the date of receipt of in discrepant bill subject to conditions mentioned at S.No. 23 (Taxes & Duties). The service provider shall not be entitled to any interest with respect to any money, which may be due to him from BHEL.

23) TAXES & DUTIES:-

- a) As GST has been introduced by Govt. of India in place of existing taxes, the same shall be payable after submission of GST compliant tax invoices on which BHEL may claim GST credit as per GST law/ rules.
- b) The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price.
- c) To enable BHEL to avail GST Input tax credit, service provider shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of respective BHEL Unit/Office/Region as instructed by BHEL.
- d) The service provider has to submit their GST registration certificate to respective BHEL Unit/Office/Region. GSTIN of BHEL will be provided to the service provider by respective office of BHEL.
- e) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- f) Payment to the service provider will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the service provider by BHEL.
- g) Payment shall be made to service provider only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by service provider within the stipulated time for the relevant period and tax amount thereon has been paid by service provider to Govt. within the stipulated time period as per GST Law.
- h) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/nonpayment of tax to Govt. by service provider or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the service provider's bill and/or adjusted against GST amount not paid as indicated under (g) above.
- i) Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by service provider in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by service provider on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had service provider declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from service provider.



24) LD/PENALTY FOR DELAY & QUALITY

- a) The said work (Collection, Segregation, Processing in OWC and taken away all wastes from Township) has to be undertaken on daily basis. In the event of delay/absence/non-collection/partial-work done/unsatisfactory of waste from the identified places (residential flats/dustbins/etc.), BHEL reserves the right to impose a penalty @ Rs. 3000/- (Rupees Three Thousand) per day. However, in case, the delay has been caused due to reasons, which are beyond the control of the successful bidder like incessant rains, etc. BHEL will consider waiver of the said delayed penalty charges.
- b) As per scope of work, manure (average ~ 500 kg)/month from the organic waste convertor shall be provided by the contractor to BHEL for in-house horticultural activities at free of cost. If the contractor fails to supply the manure within 15 days from the due date i.e. end of month, a recovery of ₹ 30 per kg of unsupplied manure shall be done from the subsequent bills of the contractor.
- c) In case of LD recovery, the applicable GST shall be recovered from the contractor.

25) EARNEST MONEY DEPOSIT (EMD):

- 1) **EMD of Rs. 39,660/-** (Rupees Thirty Nine Thousand Six Hundred Sixty Only) only in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted.
- 2) EMD of the tenderer will be forfeited if:
 - a) After opening of the tender the tenderer revokes his tender within the validity period or increase his earlier quoted rates.
 - b) The tenderer does not commence the Work within the period as per LOI/ Contract.
- 3) EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- 4) EMD shall not carry any interest.

26) MICRO AND SMALL ENTERPRISES (MSE):-

MSE Supplier can avail the intended benefits only if they submit along with offer, attested copies of either Udyog Aadhar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or the valid NSIC certificate or EM-II certificate along with attested copy of a CA Certificate (format enclosed as Annexure- E-7) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the date of bid opening. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.

27) SECURITY DEPOSIT:

- a) The security deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below :

5% of work order value

The security deposit should be collected before start of work by the contractor.

- b) Security deposit may be furnished in any one of the following forms:
 - i) Cash (as permissible under the Income Tax Act)
 - ii) Pay order / demand draft in favour of BHEL.
 - iii) Local cheques of schedule banks, subject to realization.
 - iv) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificate should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v) Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

- vi) Fixed deposit Receipt issued by Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder shall be converted & adjusted against the security deposit, if so desired by the successful tenderer.
- ix) The Security Deposit shall not carry any interest.
(Acceptance of Security Deposit against Sl.No. (iv) & (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- c) The security deposit will be released only after completion of Guarantee/ Maintenance period of six months from the date of actual completion of work.
- d) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- 28) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's survivors.
- 29) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 30) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 31) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 32) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through

any other alternate agency at the risk and cost of Contractor. The Risk & Cost Amount shall be calculated as per follows: -

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

D) SPECIAL TERMS & CONDITIONS RELATED TO THE SUBJECT WORK:

1) Introduction: BHEL-A *Maharatna PSU* has its certified residential township situated at Sector-17, Noida. The total area of township is 30 acres approx. and includes approx. 600 Residential Units, Transit Flats, Estate Office, Dispensary, Gymnasium, Community Centre, Indoor Sports Hall, Parks and other amenities. (Please refer Annexure E-9 for BHEL Township Map)

2) DETAILED SCOPE OF WORK

The waste management firm hired for the subject work would collect the wastes (approx. 1000 kg per day) from the specified places **on daily basis**.

- a) Kitchen/Household Waste/Garbage from individual residential units (600 nos.) (Door-to-door basis) and dustbins placed at identified places.
 - b) Horticulture /Green Waste from identified points in the township.
- Garbage Collector will collect all this garbage and dispose it at a centralized space (behind Tennis Court) on **daily basis**.
 - Consequently, Segregation of Waste in the categories of Biodegradable & Non-Biodegradable/Hazardous Waste would be carried out at this place.
 - Mobile Organic Waste Converter (OWC) will be placed for 5-6 Hours for processing the biodegradable waste to raw compost (mix). Remaining non-biodegradable (inorganic) waste like plastic, polythene etc. will be cleared by the agency on daily basis for recycling purpose. Certificate for the same shall be provided by the agency as per statutory norms.
 - The mix (Bio-degradable Waste, Dry Leafs etc.) would then be transported to plant (outside township) for final processing end product – manure.
 - Quality Check Certificate of End Product i.e. Manure & its Report shall be provided to BHEL by the agency. BHEL has right to get the quality check done from any third party as & when required.
 - Manure (Average~500 kg per month) shall be provided by agency to BHEL for in-house horticultural activities at free of cost.
 - The subject work shall be carried out up to the satisfaction of Engineer-in-charge.

- All the manpower, materials, tools, machines, etc. shall be arranged by the contractor. No materials shall be issued from BHEL. The Source of Water will be given at one point free of cost. Electricity will be charged as per actual. All other arrangements have to be arranged by Contractor.
- 2) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during execution of work. He shall be responsible for repairing all the damages and restoring the same to their original finish at his cost. He shall also remove at his costs all unwanted and waste materials arising out of his work from the site.
- 3) **SUPERVISION OF WORK:** The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.
- 4) **GUARANTEE / MAINTENANCE PERIOD:** The guarantee / maintenance period will be for a period of **6 months** from the date of actual completion of contract. The full Security Deposit (SD) amount shall be retained for the guarantee/ maintenance period.

E) CONTRACTOR'S OBLIGATION:

- 1) "The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
- 2) Contractor shall supervise the Work allotted to him to be carried out by his workforce. The contractor shall visit the site every day to ensure the work is carried out in fast pace for completion within schedule time.
- 3) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 4) The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 5) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.
- 6) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 7) Statutory requirement of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 8) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 9) The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to with regard to the performance of the contract included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts / Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.
- 10) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce suffers with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the



UN-PRICE BID

**Name of Work : WASTE MANAGEMENT SYSTEM
IN BHEL TOWNSHIP, SECTOR-17, NOIDA**

**NIT NO. : 09: AA: NOI: ADMN: WM: 112: 2018-19
DATED: 03.05.2018**

S. No.	Description of Material	Unit/ Time Period	Rate per month (Rs)	Amount (in Rs.)
1.	Waste Management through Organic Waste Converter (OWC) in BHEL Township, Noida. (includes Collection, Segregation, Processing in OWC, Quality Check & Supply of Manure) <i>Please refer detailed Scope of Work as per clause D (2) of T&C</i>	24 months	XXXXXXXX	XXXXXXXXXXXX
2.	Total Amount (inclusive of all but excluding GST.) (Rs.)			XXXXXXXXXXXX
3.	GST on S. No. 2 (... %) (Rs.)			XXXXXXXXXXXX
4.	Total Amount (inclusive of all) (Rs.)			XXXXXXXXXXXX
Total in Words: XXX				

(Signature & seal of the contractor)



**Name of Work : WASTE MANAGEMENT SYSTEM
IN BHEL TOWNSHIP, SECTOR-17, NOIDA**

**NIT NO. : 09: AA: NOI: ADMN: WM: 112: 2018-19
DATED: 03.05.2018**

DECLARATION

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & seal of the contractor)

Place:

Date:



Name of Work : **WASTE MANAGEMENT SYSTEM
IN BHEL TOWNSHIP, SECTOR-17, NOIDA**

NIT NO. : **09: AA: NOI: ADMN: WM: 112: 2018-19
DATED: 03.05.2018**

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)



TECHNICAL DETAILS

Rs. Lacs

TURNOVER (F.Y.)	2014-15	2015-16	2016-17

EXPERIENCE	No. of Work	Value	Customer's Name

SIMILAR WORKS	Nature of Works	No. of works	Value	Customer's Name

PAN Card No.	
GST	

Income Tax Return (F.Y.)	2014-15	2015-16	2016-17
EMD Details	DD/ PO No.	Date	Amount
Details of manpower			

(Signature & seal of the contractor)



BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS and for release of EMD*	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

Note: Submit a canceled cheque for verification of above bank details.

(Signature & seal of the contractor)



Name of Work : **WASTE MANAGEMENT SYSTEM
IN BHEL TOWNSHIP, SECTOR-17, NOIDA**

NIT NO. : **09: AA: NOI: ADMN: WM: 112: 2018-19
DATED: 03.05.2018**

DECLARATION OF GST BENEFITS

To whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Services Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the contractor)

Place:

Date:



Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



LOCATION	BHEL TOWNSHIP SECTOR-17 NOIDA(U.P.) 201301
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GUIDE MAP OF BHEL TOWNSHIP

Powering Progress... Brightening Lives... Touching Every Indian Home

LEGEND

- TRANSIT FLATS
- ET HOSTEL
- ESTATE OFFICE
- DISPENSARY
- ASSISI CONVENT
- TEMPLE
- COMMUNITY CENTRE
- KALIYAN SCHOOL
- GYMNASIUM
- MARKET
- PARADE GROUND
- TENNIS COURT
- JOGGING PARK

- E E TYPE FLATS
- D D TYPE FLATS
- C C TYPE FLATS
- B B TYPE FLATS
- GATE
- DRAIN
- ROAD
- PUMP HOUSE
- GUARD ROOM

TOTAL AREA = 125789.700 SQM.	TYPE OF FLATS	A	B	C	MC	D		E
	NOS. OF FLATS	182	176	160	16	3 BR.	4 BR.	5
	AREA PER FLATS (SQM)	32.39	45.64	71.82	64.55	137.10	153.25	147.48
	AREA PER FLATS (SQFT)	348.58	491.18	772.93	694.69	1475.47	1649.28	1587.18

CLEANLINES IS NEXT TO GODLINESS
KEEP YOUR TOWNSHIP GREEN AND CLEAN

PRICE BID

Name of Work : WASTE MANAGEMENT SYSTEM
IN BHEL TOWNSHIP, SECTOR-17, NOIDA

NIT NO. : 09: AA: NOI: ADMN: WM: 112: 2018-19
DATED: 03.05.2018

S. No.	Description of Material	Unit/ Time Period	Rate per month (in Rs.)	Amount (in Rs.)
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2.	Total Amount (inclusive of all but excluding GST.) (Rs.)			
3.	GST on S. No. 2 (... %) (Rs.)			
4.	Total Amount (inclusive of all) (Rs.)			
Total in Words:				

(Signature & seal of the contractor)

