



BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE, BHEL TOWNSHIP, SECTOR-17, NOIDA- 201301



TENDER DOCUMENT

FOR

Providing the services of Collection, Transport, Treatment and Disposal of Bio-medical waste generated at Dispensary, BHEL Township, Sector-17, Noida

**NIT NO.: 26: AA: NOI: ADMN: BMW disposal: 112:2019-20
Dated: 23.09.2019**

CONTENTS

1- NOTICE INVITING SINGLE TENDER

LAST DATE FOR SUBMISSION	: 25.09.2019 at 1500 hrs.
DATE FOR OPENING OF TENDER	: 25.09.2019 at 1530 hrs.
VENUE OF OPENING OF TENDER	: Estate Office, BHEL Township, Sector-17, Noida

(Signature of Party with seal)

26: AA: NOI: ADMN: BMW disposal: 112:2019-20 Dated: 23.09.2019



ओमेन्दर सिंह
वरि. अभियंता (मा. सं.-टीएएक्स)
Omender Singh
Sr. Engineer (HR-TAX)

सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सैक्टर-17, नोएडा - 201301 (यूपी.), भारत
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA
फोन (Tel.)- 0120-3070956, फैक्स (Fax)- 0120-3070982

TENDER DOCUMENT

NIT NO.: 26: AA: NOI: ADMN: BMW disposal: 112:2019-20 Dated: 23.09.2019

Last date of Submission of Sealed Tender: **25.09.2019 at 1500 hrs.**

Date of opening of Tender: **25.09.2019 at 1530 hrs.**

To,

M/s. Synergy Waste Management Pvt. Ltd.
517-518, 5th Floor, D-Mall,
Sector-10, Rohini, New Delhi-85

Sub.: Providing the services of Collection, Transport, Treatment and Disposal of Bio-medical waste generated at Dispensary, BHEL Township, Sector-17, Noida

Dear Sir,

We are pleased to invite your most competitive offer for the following work in Dispensary, BHEL Township, Sector-17, Noida as per following scope and terms & condition:

Sl. No.	Scope of Work	Charges per month inclusive of all including cartage etc. (₹)	Tax, if any (@____%)	Amount payable per month inclusive of all, including all taxes (₹)
1	Providing the services of Collection, Transport, Treatment and Disposal of Bio-medical waste generated at Dispensary, BHEL Township, Sector-17, Noida, upto the weight limit of 20 Kg. per month.			
2	Total amount payable for 1 years (12 months) (₹)			

Amount Payable per month (in words): Rupees _____

Total Amount payable in 12 months (in words): Rupees _____

The monthly Charges for extra weight over and above limit of 20 Kg. would be ₹ _____ per kg.

Note: The net payable amount should be inclusive of all including taxes, cartage, labour etc.



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(Signature of Party with seal)

**A. INSTRUCTIONS FOR TENDERER:**

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tenderer and 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. 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. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed by authorized signatory.
4. The tenderer must submit their tender in sealed envelope prominently super scribed as 'Single Part Bid' along with NIT No. & due date written on the envelope.
5. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidder in this regard.
6. In case any typing error/other clerical errors is noticed by the tenderer, in the tender document, the same must be pointed out and got clarified before submission of offer, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
7. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX) on landline no. 0120-3070956/ email: omender@bhel.in.
8. The tenderer or their representative may attend the opening of bids if they desire to do so.

B. DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER ENQUIRY

- 1) 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.
- 2) The Bidder must submit a declaration (enclosed at Annexure-I), 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.
- 3) No deviation certificate as per Annexure-II must be signed and stamped.
- 4) Bidder must submit the bidder's details in the enclosed format Annexure-III.
- 5) The copy of latest authorization certificate form Uttar Pradesh Pollution Control Board (UPPCB).

C. SPECIAL CONDITIONS:

1. You shall provide the services of Collection, Transport, Treatment and Disposal of Bio-medical waste generated at Dispensary, BHEL Township, Sector-17, Noida, upto the weight limit of 20 Kg. per month. However, you shall also provide the rates of service for extra weight over and above limit of 20 Kg. per month.
2. The disposal shall be done by you as per provisions of Bio Medical Waste Rules 2016 or as amended thereafter.
3. An agreement would be signed for providing above services for next 01 year from the date of placement of Work Order and the contract would be governed by that in addition to terms and condition of this Work Order.

D. GENERAL TERMS & CONDITIONS: -

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.

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- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
 - 3) The offer of the bidders who are on the banned list and 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.com
 - 4) The Tenderers are required to quote for the complete scope of services. Tenders for part of the services or incomplete in any respect are liable to be rejected.
 - 5) The rate should be indicated both in words and figures. All entries in the Tender must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
 - 6) **OFFER VALIDITY:** Validity of offer will be **15 days** from the date of opening of the bid.
 - 7) **EVALUATION CRITERIA:** Evaluation of bid will be on total cost to 'BHEL' (i.e. at Sl. No. 2 of above Price Format). The order will be placed on your offer subjected to the reasonability of rates.
 - 8) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - i) 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.
 - ii) 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.
 - iii) 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.

iv) In case, gross total price does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price

 - v) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 9) You should ensure the equipment to be provided under the contract against perils like fire, earthquake, theft, high voltage etc. i.e. your own cost.
- 10) **CONTRACT PERIOD:** The tenure of contract for providing the services will be 01 year from the placement of Work Order on you.
- 11) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 12) **TAXES AND DUTIES:**
 - a. As Goods and Services Tax (GST) has been introduced by Govt. of India in place of earlier taxes, the same shall be payable after submission of GST compliant tax invoices.
 - b. The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price.
 - c. Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall



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be submitted within prescribed time limit in the name of respective BHEL Unit/Office/Region as instructed by BHEL.

- d. The contractor has to submit their GST registration certificate to respective BHEL Unit/Office/Region. GSTIN of BHEL will be provided to the contractor 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 contractor 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 contractor by BHEL.
- g. Contractor shall have to ensure compliance under GST law for time being force and in case any loss occurs to BHEL due to non-compliance, it shall be to contractor's account.

13) TERMS OF PAYMENT:

- a. No advance payment or the payment for mobilization of work will be made to the contractor.
- b. The payment will be made through NEFT for which you shall provide Bidder's details as per Annexure-III.
- c. The monthly payment shall be made within 15 days from the date of submission of the GST compliant bills to Estate Office, complete in all respects.
- d. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- e. All payment will be subjected to deduction of taxes at source as per rules.
- f. Rates quoted by the bidder will be firm during the contract period. No price variation and escalation due to any reason will be allowed.

16) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.

17) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

18) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the work is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

19) 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.

20) **TERMINATION CLAUSE:** - The Contractor shall deliver the services to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor or there is any stoppage of service due to whatsoever reasons, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even

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thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice.

- 21) **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 authorized survivors.
- 22) **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.
- 23) **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.
- 24) **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.
- 25) **RISK CLAUSE:** In case the contractor do not accept the work awarded to him or do not turn up after the award of work, 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 additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

E. CONTRACTOR'S OBLIGATIONS:

1. Contractor shall supervise the work allotted to him and to be carried out by his employees.
2. Contractor to ensure that the employees 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.
3. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
4. Contractor to provide employment card/identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary /partnership firm/company, place of work, contact number and duration of validity of card.
5. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee (s) immediately.


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6. Contractor will ensure that the job is executed through his employees on his rolls and shall not sub-contract the job.
7. Contractor will keep watch on his employees and he will be liable for any pilferage/loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
8. Contractor to provide Personal Protective Equipements (PPEs) and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
9. Contractor shall follow all rules and regulations pertaining to Environment safety as laid down by the Government from time to time.
10. Contractor to get all his employees insured against all type of risks at his own cost.
11. Contractor to ensure that all precautions are taken for safety of himself, his employees and equipment.
12. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
13. Contractor shall comply with all statutory requirements, rules, regulations, EPF & ESI, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
14. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/BHEL authorities.
15. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, BHEL would not be responsible for that, in any case.
16. Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost.

For & on behalf of "BHEL"

Omender Singh

(Omender Singh)

Sr. Engineer (HR-TAX)



वरि. अभियंता (मा. सं.-टीएएक्स)

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Annexure-I

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

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DECLARATION

I / We hereby declare that no case is pending with the police/ court against the bidder/ firm/ company (Agency). Also I /We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court etc.

(Signature of Party with seal)

Place:

Date:

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Annexure - II

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

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No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender. We hereby undertake and confirm that we have understood the specifications properly and shall be providing the services mentioned in this tender enquiry.

(Signature of Party with seal)

Place:

Date:

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**ANNEXURE- III****BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Present status of Party, whether Individual/ HUF/ Partnership firm/ AOP/ Public Ltd. Company/ Private Ltd. Company	
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	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

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

(Signature & seal of the contractor)

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