

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
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. 28: AA: NOI: ADMN: WM: 112: 2020-21
DATED: 19.12.2020**

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LAST DATE FOR SUBMISSION : 30.12.2020 at 1500 Hrs.

DATE FOR OPENING OF TENDER : 30.12.2020 at 1530 Hrs.

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



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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. : 28: AA: NOI: ADMN: WM: 112: 2020-21 DATED: 19.12.2020

Period of Contract: 24 Months/ 2 Year

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender at
Estate Office, BHEL Township, Sector-17, Noida : **30.12.2020 at 1500 Hrs.**

Date of opening the tender : **30.12.2020 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 Deputy Manager (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 **30.12.2020** at 3:00 PM. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-30706961/963 or at e-mail: varungarg@bhel.in.

(Varun Kumar Garg)
Dy. Manager (HR-TAX)

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 Part – A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These separate envelopes shall together be kept in a common 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.
7. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates/amounts as specified in the Price bid format.
8. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
9. 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.
10. 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.
11. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
12. **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 Dy. Manager (HR-TAX), on Tel. No.-0120-30706961 or at e-mail: varungarg@bhel.in**
13. 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. The bidder should have PAN No.
2. The bidder's average annual financial turnover during the **last three financial years ending 31.03.2019** should be at least **Rs 4.67 lakhs**.
3. The experience of having successfully completed or running (having executed work/business volume of below said amount) similar jobs/Works (Similar jobs/work shall mean execution of Waste Management Services/systems like composting, OWC, etc.) during last 7 years ending on 30.11.2020 should be either of the following: -
 - (i) The bidder should have executed the business volume not less than amount equal to three similar jobs/ services costing not less than **Rs. 6.23 Lakhs** each. Or
 - (ii) The bidder should have executed the business volume not less than amount equal to two similar jobs/ services costing not less than **Rs. 7.79 Lakhs** each. Or
 - (iii) The bidder should have executed the business volume not less than amount equal to one similar jobs/ services costing not less than **Rs. 12.46 Lakhs**.
4. PRE-QUALIFICATION REQUIREMENT (PQR) FOR THE BIDDERS PARTICIPATING AS STARTUPS: Norms for Startups Medium Enterprises in Public Procurement shall be relaxed in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017. However, for Startups, PQR spelt out at S. No. a) above shall be applicable.
5. PRE-QUALIFICATION REQUIREMENT (PQR) FOR THE BIDDERS PARTICIPATING AS MSEs: Norms for Micro, Small and Medium Enterprises in Public Procurement shall be relaxed in line with Policy Circular No. 1(2)(1)/2016-MA dated 10-03-2016 issued by Ministry of Micro, Small and Medium Enterprises. However, for MSE, PQR spelt out at S. No. a) above shall be applicable.
6. **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 CA Certificate showing turnover or Balance Sheet and Profits & Loss Account statements of last three financial years i.e. FY 2016-17, 2017-18, 2018-19.
 - c) Self-attested copies of acknowledgements of IT return of last three financial years i.e. FY 2016-17, 2017-18, 2018-19.
 - d) 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 30.11.2020. BHEL reserves the right to crosscheck the documents from the issuing department/ company.
 - e) Document requirement for point no. **b**, **c** and **d** above shall be relaxed for Startups and MSEs in line with PQR requirements stated in point no. 4 and 5 above.
 - f) Self-attested copies of the **PAN No.**
 - g) 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.
 - h) 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.

- i) No deviation certificate as per Annexure –E3 (enclosed) must be signed and stamped.
- j) Bidder must submit the Technical Details in the enclosed format (Annexure-E4).
- k) Bidder must submit the Bidder's Details in the enclosed format (Annexure-E5)
- l) Bidders must submit a Declaration of GST Benefits (enclosed at Annexure – E-6).
- m) Bidder must submit the checklist enclosed at Annexure-E7 after duly filled and signed.

n) **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- i. MSE suppliers / bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-E9**) 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 last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.
- ii. Participating MSEs quoting within the price band of L1+15% shall be considered for award (of complete scope & duration of work) as per prevailing rules, by bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given first option to match the L1 price. However, MSEs owned by the Women entrepreneurs (as per rules) shall be given preference to match the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15%. Similarly, MSEs owned by the Scheduled Caste or Scheduled Tribe entrepreneurs shall be given the preference to match the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15%.
- iii. In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the policy of BHEL.
- iv. However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- v. **Startups** who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.

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.

21) TERMS OF PAYMENT: -

- a) No advance payment or the payment for mobilization of work will be made to the contractor. Running bills payment (If demanded by contractor) excluding GST portion, against the work executed shall be made to the contractor. 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 contractor's part. No claim will be entertained after signing the final bill.
- c) No payment shall be made for the work done without the permission of Engineer-in-Charge.
- d) Bills raised by the Contractor 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 bill (complete in all respects) subject to conditions mentioned at S. No. 22 (Taxes & Duties). The contractor shall not be entitled to any interest with respect to any money, which may be due to him from BHEL.

22) TAXES & DUTIES:-

- a) Goods and Services Tax (GST) shall be payable after submission of GST compliant tax invoices by vendors/contractors for whom GST is applicable & once the same is visible in credit of BHEL account.
- b) The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price if GST is applicable.
- c) If GST is applicable to the contractor, then the contractor 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 contractor has to submit their GST registration certificate, if applicable 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.

23) 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. 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.

- c) In case of LD recovery, the applicable GST shall be recovered from the contractor.

24) **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:
- Cash (as permissible under the Income Tax Act)
 - Pay order / demand draft in favour of BHEL.
 - Local cheques of schedule banks, subject to realization.
 - 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).
 - Bank Guarantee from Schedule Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - 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.
 - 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.
 - 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.

- 25) **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.

- 26) **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.

- 27) **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.
- 28) **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.
- 29) **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: Incase 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 has its certified residential township situated at Sector-17, Noida. The total area of township is 30 acres approx. and includes approx. 500 Residential Units, Transit Flats, Estate Office, Dispensary, Gymnasium, Community Centre, Indoor Sports Hall, Parks and other amenities. (Please refer **Annexure E-8** for BHEL Township Map)

2) DETAILED SCOPE OF WORK**(A) Collection & Transportation and Secondary Segregation of waste**

- The agency hired for the subject work would collect the wastes (approx. 750 kg per day) from the specified places **on daily basis**.
- ➔ Kitchen/Household Waste/Garbage from individual residential blocks & official buildings (approx. 90 nos. points) & dustbins placed at identified places (approx. 20 points). This would also include Horticulture waste from residential/official building blocks.
- Garbage Collector will collect all this garbage (from designated points) and transport it to a centralized space (behind Tennis Court in township) on **daily basis**.
- Consequently, Segregation of Waste in the categories of Biodegradable & Non-Biodegradable/Hazardous Waste would be carried out at this place.
- Wet waste shall be processed as per point (B) below and dry waste (Remaining non-biodegradable (inorganic/hazardous/Segregated Combustible Fraction) waste like plastic, polythene, etc.) shall be segregated and put in large capacity bins provided by vendor designated by Noida Authority.
- Disposal of **Dry waste** shall be in the scope of vendor as designated by Noida Authority.

(B) Processing of Organic waste using Mobile/stationary Organic Waste Convertor (OWC) & Supply of Manure

- Mobile Organic Waste Convertor (OWC) will be placed for 5-6 Hours for processing the biodegradable waste to raw compost (mix), and fuel/power to run mobile OWC would be in scope of vendor. For Stationary OWC, the power charges shall be borne by the vendor.
- For mobile OWC, the mix (Bio-degradable Waste, Dry Leafs etc.) would be transported to plant (outside township) for final processing end product – manure. For stationary OWC, the processing of manure by the OWC would be the responsibility/in the scope of the vendor.
- 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.**

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.

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 person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc. in respect to his workers.

- 11) The Contractor shall be fully responsible for the timely payment of wages, Allowances, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. Contractor shall also be fully responsible for timely deposit of PF and ESI with the appropriate authority including submission of return of PF & ESI and issue of PF slip issued by the PF Authority. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 12) The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.
- 13) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the Contractor.
- 14) The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 15) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
- 16) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 17) Contractor to get all his employees insured against all type of risks at his own cost.
- 18) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 19) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the site of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 20) The successful tenderer must comply to all statutory labour law regulations applicable to this contract like minimum wages act, timely payment of wages etc. including taking of insurance cover etc. for workers employed for this contract. Any obligation on account of the above will be the liability of the successful tenderer.
- 21) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 22) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the residents of township or the staff of Estate office.

Varun Kumar Garg
(Dy. Manager)
 On behalf of "BHEL"



ANNEXURE E-1**UN-PRICE BID**

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

S. No.	Description	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>As per Detailed Scope of Work (Clause D-2 of the NIT {Pg. no. 11})</i>	24 months	XXXXXXX	XXXXXXXXXX
2.	GST (on Amount) (..... %) (Rs.)			XXXXXXXXXX
3.	Total Amount (inclusive of all) (Rs.)			XXXXXXXXXX
Total in Words: XXX				

Note: The 'Total Amount' (S. N. 3) should be inclusive of all including GST, transportation cost, insurance cost, lodging, boarding, etc.

PLEASE FILL THE **GST PERCENTAGE VALUE** IN THE SHOWN IN ROW NO. 2

(Signature & seal of the contractor)

ANNEXURE: E-2

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

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:

ANNEXURE: E-3

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

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)

ANNEXURE: E-4**TECHNICAL DETAILS**

Rs. Lacs			
TURNOVER (F.Y.)	2016-17	2017-18	2018-19

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.)	2016-17	2017-18	2018-19
Details of manpower			

(Signature & seal of the contractor)

ANNEXURE: E-5**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 SD	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)

ANNEXURE-E-6

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

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:

ANNEXURE-E7**CHECKLIST (TECHNICAL BID)****SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes/ No/NA	Page No.
1	Details of work experience, satisfactory work performance certificates.		
2	Copies of the Balance sheet and Profit & Loss account statement of last three financial years i.e. FY 2016-17, 2017-18, 2018-19. duly verified by CA .		
3	Acknowledgement of IT returns (ITR) of last three financial years i.e. FY 2016-17, 2017-18, 2018-19.		
4	Copy of the PAN card.		
5	Copy of GSTIN Registration Certificate		
6	Un-price Bid – Annexure E1		
7	Declaration enclosed at Annexure – E2		
8	No deviation certificate enclosed at Annexure – E3		
9	Technical details as per Annexure-E4		
10	Bidder's detail as per Annexure- E5		
11	Declaration of GST benefits Annexure- E6		
12	Annexure- E7		
13	All the pages of tender document have been signed		
14	Sealed envelope of Price Bid – PART B submitted.		
15	For MSEs, information filled in table on page no.5 of this NIT, along with its supporting documents		
16	Annexure E-9, for MSEs, as per applicability		

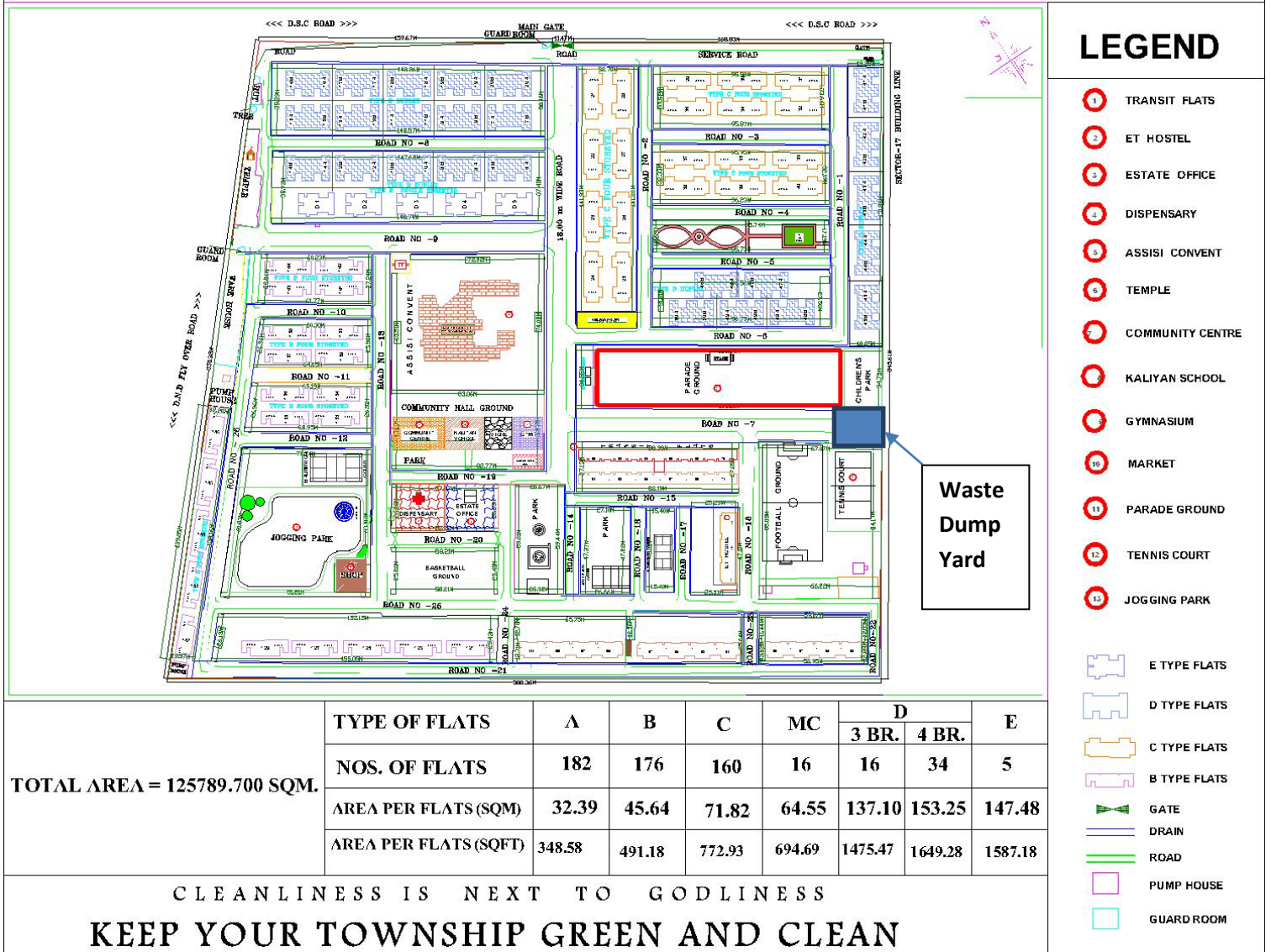
(Signature & seal of the contractor)

ANNEXURE -E8

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



ANNEXURE -E9**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 for Micro / 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