Phone No. 080-23394382

BHEL EDN TENDER

1



PLACE OF WORK

BHEL EDN TOWNSHIP, ATTIGUPPE, VIJAYANAGR, BENGALURU - 560040

SUBMISSION OF TENDER DOUCMENT

AT THE RECEPTION, HRM TENDER BOX (No.12)

BHEL ELECTRONICS DIVISON

MYSORE ROAD

BENGALURU-560026.

To,

DGM /HR-TOWNSHIP & CSR BHEL – ELECTRONICS DIVISION MYSORE ROAD BANGALORE – 560026.

Phone No. 080-26998374, 080-23394382

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Bharat Heavy Electricals Ltd Electronics Division Mysore Road, Bengaluru – 560026

Tender Document for

NAME OF WORK: COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF GARBAGE FROM BHEL EDN TOWNSHIP AT DESIGNATED
DISPOSAL SITES AS PER THE GUIDELINES OF BBMP, BANGALORE.

DUE DATE OF SUBMISSION OF DULY FILLED-IN

Before 1.15 PM, **17.06.2019** (Monday)

TWO PART BID

TENDER OPENING DATE 17.06.2019 AT 1.30PM

Part – I Technical cum Commercial Bid 25 Pages

Part – II Price Bid 02 Page

Note: 1) Part – I: To be submitted in a separate sealed cover.

- 2) Part II: To be submitted in a separate sealed cover.
- 3) Earnest Money Deposit is of Rs.18500/- in the form of Demand draft in favor of BHEL-EDN.

Or

MSE / NSIC valid certificate should be submitted in a Separate sealed cover

4) Part-I, Part-II & EMD sealed covers should be put in outer Envelope and super scribing the Tender enquiry No., Name of work, and Name & Address of the Tenderer.

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কান্ত বালিকে, সম্মান্তর্গনা কা
K.A.RAVEENDRA, DV GENERAL MANAGERINE
BHLEEDN MYSOR ROAD, BANGALORE-50028.

PART-I

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRONICS DIVISION MYSORE ROAD, BENGALURU-560026

DEPARTMENT	HRM
SECTION	TOWNSHIP
REF.TENDER ENQ.NO:	BHE/904/19-20/585/98, Date: 24.05.2019

TECHNICAL-CUM-COMMERCIAL BID

(To be furnished by the Bidders)

A): Information Part:

S.N.	Particulars	To be filled by Bidder
1.0	Name of the Contractor	
2.0	Address (Office)	
3.0	Address (Residence)	
4.0	Telephone Number	
	Office	
	Residence	
	Mobile No.	
5.0	Email id.	

A): Essential Criteria for Techno-Commercial Acceptance of Bid

S.No	Particulars	To be filled by Bidder	
1.0	Whether waste segregation facility is available.	Yes/No	
1.1	If yes, then mention the location /Area where Garbage (mix waste) after collection, lifting and transportation from place of site (BHEL EDN Township) is to be processed/segregated.	Mention the location/area	
1.2	Whether mandatory agreement is available with BBMP empaneled agencies who have infrastructure to process mixed waste in Bulk as per BBMP Norms.	Yes/No	
1.3	If yes, then mention the name of agency & enclose the necessary approval from civic Authorities	Enclosed / Not enclosed	
2.0	Whether the tenderer has independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 and covered all employees under the said codes	Yes/No	
3.1	If Yes, indicate PF Registration No . (Copy of Certificate to be enclosed)	Enclosed / Not enclosed	
3.2	If Yes, indicate ESI Registration No. (Copy of Certificate to be enclosed)	Enclosed / Not enclosed	
4.0	Whether the tenderer has agreed to submit Security Deposit (If he becomes successful) immediately after receipt of the work order as mentioned in the tender /NIT	Acceptable/ Not Acceptable	
5.0	Form of EMD furnished		
5.1	(Cheque is not acceptable) SBI Collect /NEFT Details		
5.2	DD Particulars		
6.0	Payment Terms defined in NIT Whether the tenderer has agreed for payment terms on monthly basis within 30 days from the date of submission of invoice for payment.	Acceptable/ Not Acceptable	
07	WHETHER ACCEPTABLE FOR REVERSE AUCTION	YES/NO	
8.0	GST Registration No. of Tenderer (Copy of the same to be enclosed)	Enclosed/Not enclosed	
9.0	GST Rate to be quoted	GST@	

Note: If any of the above-mentioned criteria is not met the bid will be rejected CONTRACTOR ISSUING OFFICER



Bharat Heavy Electricals Limited ELECTRONICS DIVISION Mysore Road, Bangalore - 560026

Phone No.26998374 23394382

HRM/TOWNSHIP. DEPT.

NOTICE INVITING TENDERS

01	TENDER ENQUIRY NUMBER	BHE/904/19-20/585/98, Date: 24.05.2019
02	NAME OF WORK	COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF GARBAGE FROM BHEL EDN TOWNSHIP AT DESIGNATED DISPOSAL SITES AS PER THE GUIDELINES OF BBMP, BANGALORE.
03	ESTIMATED QUANTITY	90 MT FOR PER ANNUM & 180 MT FOR 02 YEAR
03	EARNEST MONEY DEPOSIT	Rs. 18500/-
04	CONTRACT PERIOD	02 Year.
05	LAST DATE AND TIME FOR THE SUBMISSION OF DULY FILLED IN TENDER DOCUMENT	BEFORE 1:15 PM ON 17.06.2019
06	PLACE OF SUBMISSION OF TENDER DOCUMENT	AT THE RECEPTION TENDER BOX –No.12 / HRM BHEL - ELECTRONICS DIVISION MYSORE ROAD, BANGALORE - 560 026.
07	DATE AND TIME FOR TENDER OPENING	AT 1:30 PM ON 17.06.2019

NOTE: The Tenderer shall duly fill in Tender document after affixing signature on all pages.

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Bharat Heavy Electricals Limited ELECTRONICS DIVISION

MYSORE ROAD- BANGALORE-26

INSTRUCTIONS TO TENDERER

Name of Work: COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF GARBAGE FROM BHEL EDN TOWNSHIP AT DESIGNATED DISPOSAL SITES AS PER THE GUIDELINES OF BBMP, BANGALORE

- 1. Sealed Tender for the above noted work is hereby invited from Contractors experienced in works of similar kind and magnitude.
- 2. Tenders should be addressed to the DGM /HR (Township & CSR), Electronics Division, Bharat Heavy Electricals Limited, Mysore road, Bangalore 560 026. In two separate sealed cover for "Technical cum Commercial Bid" and Price Bid duly super scribed and put in a outer envelope, super scribing the Name of work, NIT reference no.& Date of opening of tender and Name and address of the Tenderer.
- 2.1 The local address of the Contractors, the name of the person to whom all the Correspondence are to be addressed should be indicated, with telephone number (both office and residence), FAX /E-mail address, Mobile phone No. etc.
- 3. All entries in tender documents should be in same ink (**preferably blue ink**). Erasing and overwriting is not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
- 4. Tenderers shall fill in all the required particular in the blank space provided for this purpose in the tender documents and also sign in each and every page of the tender document including the drawings attached there to before submitting tender.
- 5.(a) Unit rate should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paisa with reference to each item and for the items shown in the attached schedule. The rate of services shall be of basic price & GST to be quoted separately. Amount of each item and total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
- 5 (b) **GST** Compliance is mandatory and all the transactions will be as per GST.
- 6. In case the rate quoted in figures differs from those quoted in words, the lower of the rates quoted will be taken as the tendered rate and shall be binding on the tenderer.
- 7. In quoting their rates, the tenderers are advised to take into account all factors Including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.

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- 8. The rates to be quoted by the tenderer shall be firm and should consist of GST. The GST should be quoted in the GST column in Price Bid. The all transactions shall be made as per GST Norm. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor.
- 9.(a) The rate quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening tender.
- (b) Tenderer shall not increase quoted rates, once the tenderer has submitted offers/quotation/price and during execution of contract in case tender is accepted.
- (c) Successful bidder should execute the work strictly in accordance with Tender schedule quoted rates as accepted by BHEL.
- 10. Quantities shown in the schedule are only approximate and are liable to variation to an extent of 20% (Twenty percent). Within this variation, the contractor is entitled for compensation.
- 11. **Before tendering, the tenderer are advised to inspect the site of work and its environments** and be well acquainted with the actual working and other prevailing conditions, position of material and labour. They should be well versed with BHEL General Conditions of Contract instruction to the tenderers, drawing and specification and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderer should be specially note that it is tenderers responsibility to provide any items which is not specifically mentioned in the specifications and drawing, but which is necessary to complete the work.
- 12. Details and quantities of each item of work shown in the "Bill of quantities" attached here to only approximate. They are given as a guide for the purpose of tendering only and are liable for variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and price at the corresponding rates to be quoted by the Contractor in the bill of quantities attached hereto.
- 13. himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- 14. In the event of the tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of firm concerned. In the later case, a copy of the power of Attorney duly attested by the Gazetted Officer must accompany the tender.

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- 15. In case, the date of Tender Opening falls on holiday, the Tender will be opened on the next working day.
- 16. Every tender must be accompanied by **Earnest Money Deposit of Rs.18500/-**. This earnest money will be refunded to the unsuccessful tenderer after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as a part of Security Deposit for satisfactory completion of the work in accordance with **Clause-1.9 of BHEL** General Conditions of the Contract. Tenders without Earnest Money Deposit receipt are liable to reject. No interest will be paid on the earnest money deposit.
- 17. The Earnest money deposit may be furnished in any of the following forms:

(i) SBI COLLECT IN DROP DOWN MENU WITH FOLLOWING STEPS (before tender opening)

- Open the link: https://www.onlinesbi.com/prelogin/icollecthome.htm
- 2 Agree the terms and condition click on proceed
- 3 Choose State of Corporate: KARNATAKA
- 4 Type of Corporate : **PSU**
- 5 Select Industry : **BHARAT HEAVY ELECTRICALS LTD**
- 6 Select category : OTHERS 7 Sub Category : EMD
- 8 Fill the necessary information
- 9 Make the payment through any **net banking/Debit card**
- 10 Download Receipt keep it for reference.

Note- mention the tender enquiry reference in remarks column

- (ii) Electronic Fund Transfer credited in BHEL account (Before tender opening only).
- (iii) Banker's Cheque/ Pay Order/ Demand Draft In favour of BHEL (along with offer.)
- 18. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Two 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 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer

- 19. Unless the Contractor whose tender is accepted signs contract agreement within fifteen days (15 days) of the date of the order directing to do so, the amount of Earnest Money already deposited by bidder will be forfeited and acceptance of his tender withdrawn.
- 20. If after opening of tenders a tenderer revokes the tender or increase of earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be retained will be based on value of the contract so awarded.
- 21. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered necessary by the accepting authority.
- 22. Conditional and Unsigned tenders, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting officer and tenders not submitted in the prescribed forms are liable to be rejected.
- 23. The tenders should be enclosed with a list of contracts already held by the tenderer at the time of submitting the tender and giving the following particulars:
- a) Name of the work, value and address.
- b) The balance work remaining to be done on the same.
- 24. The filled in tender sealed cover should be dropped in the Tender box no.12 Marked as "HRM" kept in the reception of BHEL-EDN, in case the sealed tender document is large and not possible to drop the same in the Tender box, it should be handed over at office of DGM/HR –(Township & CSR) before the time fixed for submission of tender.
- 24.1 Tenders submitted by post should be sent by "Registered Post with Acknowledgement due". These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.

The Contractors responsibility under this contract shall commence from date of receipt of the order or acceptance of tender.

24.2 Fraud Prevention Policy:

"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.

- 25. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character.
- 26. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or changes in the composition of firm made subsequent to signing of the contract. They may however recognize such power of Attorney and changes after obtaining proper legal advice.
- 27. If the tenderer deliberately gives wrong information on tender regarding past unsatisfactory performance with BHEL sister units, BHEL reserves the right to reject such tender at any stage including contract execution period.
- 28. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so require.
- 29. The General and Special Conditions are complementary to each other and where they are in conflict, the special condition shall prevail.
- 30. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
- 31. The expenses for completing the stamping agreement shall be paid by the contractor.
- 32. Should a tenderer or a contractor has a relative or in the case of firm or company, any of its share holders relative is employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such fact subsequently comes to light.
- 33. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract

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agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinize the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the Proforma enclosed at Annexure A.

34. Statutory Liability:

- 1. All statutory requirements under Minimum Wages Act-1948, Payment of Wages Act-1936, Workmen Compensation Act-1923, EPF & MP Act-1952, ESI Act-1948, The Contract Labor (R&A) Act-1970, Payment of Bonus Act-1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- 2. Contractor shall comply with all relevant statutory requirements, rules, regulations and notifications issued from time to time by the concerned authorities in relation to employment of his employees.
- 3. Contractor shall ensure payment of statutory prescribed minimum wages applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. However, the contractor is free to pay more than the minimum wages.
- 4. Contractor should have independent code numbers/ exemption under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employee under the said codes.
- 5. The contractor shall be solely responsible for non payment/delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
- 6. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

35. GENERAL TERMS & CONDITIONS:

- 1. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
- 2. Notwithstanding anything contained in this NIT, the contract may be terminated by BHEL without assigning any reason thereof.
- 3. BHEL Banned contractor is not qualified to participate.

INDEMINTY CLAUSE

36. The contractor should indemnify BHEL against all losses / penal actions due to non-compliance of extant statutes in execution of this Contract from any previous or running contracts undertaken by them.

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- 37. The contractor should be solely responsible for any accidents and / or compensation payable to the personnel engaged by him under this Contract. He shall provide relief as per the requirement and shall keep BHEL fully indemnified against any claims in this regard.
- 38. The successful contractor has to execute an indemnity bond with regard to clause. 36 to 37 mentioned above.
- 39. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do by any Government Agencies like ESI, PF, VIGILANCE etc.
- 40. The contract period is of 02 Year & the rates quoted shall be firm during contract period.

41. TERMS OF PAYMENT:

The payment will be made on monthly basis within 30 days from the date of receipt of invoice complete in all respects.

42. Goods & Service Tax (GST):

- 42.1 The tendered shall have a valid GST Registration. GST Registration No. of the tendered shall be mentioned in the designated field of Techno-Commercial Bid.
- 42.2 Provisional GST ID No. of BHEL is **29AAACB4146P1ZB**
- On award of the contract, the successful tendered (vendor) shall mention GSTIN number in all quotations & invoices submitted to BHEL.
- 42.4 SAC (Services Accounting Code) to be mandatorily mentioned in all quotations & invoices submitted.
- 42.5 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature CGST, SGST, IGST mentioned separately, SAC Code etc.
- 42.6 Payment of GST to vendors as applicable will be made only if it is matching with data uploaded by Vendors.
- 42.7 Vendors shall give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns.
- For invoices paid on Reverse charge basis "Tax amount" & that it is "payable on reverse charge basis to be mentioned on the invoice.

43 SECURITY DEPOSIT

- 43.1 The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be 5% of contract value.
- 43.2 Security deposit may be furnished in any one of the following forms
- I. Cash (as permissible under the Income Tax Act)

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- II. Local Cheques of scheduled Banks (subject to realization)/Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL.
- III. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
- IV. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- V. Fixed Deposit Receipt issued by Scheduled 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.
- VI. Security Deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of Security Deposit shall be deposited before start of the work and the balance 50% may be recovered from the running bills.
- VII. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- VIII. The Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will subject to hypothecation or endorsement on the document in favor of BHEL-EDN. However, BHEL will not be liable or responsible in any matter for the collection of interest or renewal of the documents or in any other matter connected therewith.

44 SCOPE OF WORK

The scope of work under this contract shall be Collection, loading and transportation of Dry/Wet garbage (which is unfit for recycling) and disposal at designated disposal sites as per the guidelines of BBMP. All the implements/machineries like JCBs etc., required for loading shall be brought by contractor at his cost.

- 1. Services required at: BHEL-EDN-Township, Vijayanagar, and Bangalore 560040.
- 2 The Garbage from main point is to collected & loaded in Truck with JCB's. All the implements/machineries like JCBs etc., required for loading shall be brought by contractor at his cost.
- 3 The vehicle will be weighed before and after loading at Weigh Bridge at contractor cost. The weighment slip of the external agency will be basis of certification. The minimum load of 01Metric Ton will be paid per trip & any additional weight will be paid proportionately rounding off to nearest 10(Ten) Kg.
- 4 The Collected garbage from township shall be transported to a location identified for disposal as per BBMP Norms.
- 5 Any issue arises during collection, transportation and managing of waste is to be handle by the vendor and clarification if any required by civic authority is to be replied/Resolved.
- 6 The rate shall be inclusive of labour, use of machines, weighment charges, and Transportation charge.
- 7 The GST is to be mentioned separately.

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45. EXTENSION OF TIME OR PENALTY/LIQUIDATED DAMAGES

Extension of time or penalty/liquidated damages as the case may be will be determined as stipulated in clause 2.11, 2.11.3 and 2.11.6 of BHEL General Conditions of Contract.

46. REVERSE AUCTION/PRICE BID OPENING:

- BHEL reserves the right to go for reverse auction at any point of time before opening of Price Bid.
- Bids with non-acceptance of reverse auction will be liable for rejection.
- Opening of Price Bid at discretion of BHEL.
- BHEL shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

47. GENERAL:

- 1) Contractor shall decide employees and machineries to be deployed for execution of the work awarded to him and he or his authorized representative will solely be entitled to instruct such employees about the manner of carrying out the work as per the prescribed specifications in the NIT/Work Order.
 - 2) Contractor shall allow our technical personnel to visit your disposal facility at any point of time to witness disposal process being carried out, if so desired.
 - 3) Your personnel shall wear identity card. Driver of the vehicle shall carry necessary documents of the vehicle, emission certificate, driving license etc.,
 - 4) All the necessary tools, tackles, required for service are to be arranged from your end as and when required at no extra cost.
- 5) The Contractors service personnel should take adequate safety precaution and use necessary safety equipments during carry out the work.
- 6) Any damage that may be caused to men and assets of our company by the Contractor personnel, shall be made good at your cost.
- 7) The Contractor shall abide by security rules to get access to our premises that are in force from time to time.
- 8) The Contractor service personnel have to report to the Executive In charge/Supervisor in charge immediately after entering into our factory premises and before taking up any service works.
- 9) Our organization is an ISO-14001:2004 and OHSAS-18001:2007 Occupational Health & Safety Management Systems Certification from M/s. Det Norske Veritas (DNV). All the activities are to be environmentally friendly in all respect and meet the Occupational Health and Safety standards while working in our premises. The unit Health, Safety and Environment policy is enclosed.

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ANNEXTURE (A)

BHARAT HEAVY ELECTICALS LIMITED

(ELECTRONICS DIVISION)

MYSORE ROAD- BANGALORE-26

GENERAL CONDITIONS OF CONTRACT/TECHNICAL SPECIFICATION

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

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K. A RAVEENDRA, DV, GENERAL MANAGERM

FORM OF TENDER

Having examined the invitation to bid, Instructions to Bidder, General conditions of contract, special conditions, specifications tender schedule, contract drawings and other documents for the above work, we the undersigned, offer to construct, erect complete and maintain the whole of the said in conformity with the said bid documents on the terms and conditions and under the provisions set out or called for in the contract documents at the rates listed in the schedule of unit prices or else wherein the contract documents.

We undertake if our bid is accepted, to commence the works within 7 days from the date of issue of award and to complete and delivery the whole of the works comprised in the contract as per the time schedule agreed to the contract document.

We agree to abide by this bid for the period of three months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiry of the period.

Until and unless a formal agreement is prepared and executed this bid, together with your award thereof shall constitute a binding contract between us.

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CLAUSE 2.18 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager is unable or unwilling to act to the sole Arbitration of some other person appointed by the Executive Director / General manager willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed an employee of BHEL or of BHEL an employee of any other unit is and that he had to deal with the matters to which the contract relates and that in the course of its duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as arbitrator as aforesaid should act as arbitrator and the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of a contract that the party invoking arbitration shall specify the depute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties extend the time, for making the publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the hearing.

The arbitrator shall give a separate speaking award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

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BHARAT HEAVY ELECTRICALS LIMITED ELECTRONICS DIVISION

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ELECTRONICS SYSTEMS DIVISION BANGALORE HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through:

- **★** Compliance with applicable Legislation and Regulations
- **★** Setting objectives and targets to eliminate / control / minimize environmental pollution, risks due to Occupational Health and Safety Hazards
- **★** Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals
- **★** Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by pro-active communication
- **★** Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents / occupational diseases
- **★** Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects
- **★** Formulation and maintenance of HSE Management Programs for continual improvement
- **P**eriodic review & audit of HSE Management System to ensure its continuing, Suitability , adequacy and effectiveness
- **C**ommunication of HSE Policy to all employees and interested parties
- **★** Co-operation with concerned agencies / regulatory bodies engaged in HSE Activities.

Sd/

EXECUTIVE DIRECTOR BHEL (EDN) BANGALORE

ISSUING OFFICER

Annexure - I

Certificate by Chartered Accountant on letter head

3	This is	to Certify	that	M/S					
/ - C - C - C - C - C - C - C - C - C -		referred					-	registered Act 2006,	office at (Entrepreneur
Categ	ory:		(Micro/S	Small)).	(Copy enclosed).				
1	Further	verified fro	m the	Books	s of Accounts t	hat the in	vestment	of the comp	any as per the
latest	audited	financial y	ear		as per M	SMED Act	t 2006 is a	s follows:	
1.	excludir		pullding	and th	he Items specifie				(i.e. original cost ndustries vide its
2.		e, fittings and o							and building and under the MSMED
	Contains the same		Lacs						
			(St	trike o	off whichever i	s not app	olicable)		
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						Micro / S	Small (Strike	e off which is	not applicable)
Catego	ory unde	er MSMED A	Act 200)6.					
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ANNEXURE-II

GUIDELINES FOR REVERSE AUCTION PROCEDURE

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The reverse auction shall follow the philosophy of English Reverse (No ties).

- 1. For the proposed reverse auction, only techno-commercially qualified bidders shall be eligible to participate.
- 2. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com).
- 3. Business rules along with RA event schedule, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 4. Bidders are required to submit their acceptance to the terms/conditions/modalities in the process compliance form to be submitted to the service provider before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 5. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at Total Cost to BHEL" shall include total basic cost, packing & forwarding charges, taxes and duties covered under GST, freight charges, insurance, any other cost indicated by vendor for execution of the contract and loading factors(for non-compliance to BHEL Standard Commercial Terms & Conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 6. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submittedthis offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
- 7. Any variation in the final RA bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

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- 8. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guideline for suspension of business dealing with suppliers/contractors (as available on www.bhel.com).
- 9. The H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided only once and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
- 10. In case of failure of RA, sealed envelope price bids (of items(s) for which RA has failed) of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelops sealed bid(s) of techno-commercially acceptable bidders(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.
- 11. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

Note: In case of enquiry through e-procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.

13. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

ISSUING OFFICER ६.a. Gårod, अध्यान वृत्रकृष्टक / दान अर्थ केन. ए. उतीन्द्र, अप महाप्रसंधान/मा.सं KA RAVEENDRA OY GENERAL MANAGERNE

ANNEXTURE -III

Subject: COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF GARBAGE FROM BHEL EDN TOWNSHIP AT DESIGNATED DISPOSAL SITES AS PER THE GUIDELINES OF BBMP, BANGALORE.

Questionnaire to be answered by tender by ticking and suitable boxes.

SL.No	Description	Yes	No
01	Whether the tenderer has understood the scope of work. (if there is any clarification required, the same may be got cleared from the executive in charge before submitting the offer).		
02	Whether the tender has agreed to all terms & Conditions given in the tender. (If there any deviation the same may be mentioned in separate sheet.)		
03	Whether the tender agrees for the payment terms mentioned in the tender.		
04	Whether the tenderer agrees to comply with all safety standards as mentioned in the tender specification and all safety precautions required for execution during the term of contract.		
05	Whether the tenderer has agreed to submit EMD of Rs.18500/- and has submitted the same along with technical bid. (If not enclosed the tender will not be considered).		
06	Whether the tenderer has agreed to submit security deposits immediately after receipt of the work order has mentioned tender.		
07	Copy of registration of GSTIN.(Enclose Documents)		
08	Copy of agreements with agencies managing waste in Bulk waste (wet &dry) and are empaneled with BBMP along necessary approval with concerned civic authority (Enclose Documents)		
09	Copy of PF & ESI Regn. Certificate (Enclose Documents)		
10	The contract is for a period of 02 (Two) year.		

Note: If any of the questions is not applicable, please mention as "Not Applicable".

ANNEXURE -IV

GSTN

Sl.	GSTN requirements	Compliance	Remarks, if any
No (A)	QUOTATION:	YES / NO	
1	Supplier registered under GST & GSTIN registration		
	number submitted along with tender		
2	If existing dealers, to be confirmed for migration to GSTIN & GSTIN registration number		
3	If the supplier is below the threshold limit, viz Rs.20. lacs as per existing provisions, then a declaration to be obtained to that effect along with copy of accounts confirming that the supplier is below the threshold limit, failing which the supplier will be treated as an Unregistered dealer (URD) for which tax is payable on reverse charge (RCM) by BHEL.		
4	If the supplier is above the threshold & is yet not registered, GST is payable by BHEL on reverse charge basis.		
5	All registered suppliers submitting the quote shall mandatorily mention Service Accounting code (SAC) relevant for the service quoted.		
6	GST rates are quoted as per the service for which quoted & SAC is mapped		
(B)	INVOICING:		
7	Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN), service accounting code (SAC) apart from all other details mentioned.		
8	In case GST is payable on reverse charge (RCM) invoice should mention that tax is payable on reverse charge		
9	If service is eligible for credit, then all conditions relating to uploading the invoice in the GSTN portal, tax remittance, return uploading, matching of input credit etc, to be complied with for availing credit.		
10	If the Supplier is not registered, then tax is payable on Reverse charge & will be to the account of the supplier		
11	For any deficiency in services, where a recovery is made / adjusted in supplier bills, the supplier has to raise a credit note on BHEL & upload in GSTN portal. All above rules applicable for invoice also apply for credit note.		

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ANNEXURE -V

ELECTRONIC FUNDS TRANSFER (EFT) OR PAYLINK DIRECT CREDIT FORM

TYPE	E OF REQUEST (Tick one): CREATE NGE:				
BHEI Code:	Vendor/Supplier				
Perm	pany Name: anent account per(PAN): ess:				
City:	STATE	PINCODE			
Telep Fax l	hone No: No: ail-Id:				
Sl.No.					
01	Bank Name:				
02	Bank Address:				
03	Bank Telephone No:				
04	Bank Account no				
05	Account Type: Saving/Cash Credit				
06	9 Digit Code Number of Bank and branch				
_	Appearing on MICR cheque issued by Bank				
07	Bank Swift Code (applicable for EFT only)				
08	Bank IFSC Code(applicable for RTGS)				
09	Bank IFSC Code (applicable for NEFT)				

CONTRACTOR

ISSUING OFFICER

ਰੰ.ಎ.ರವೀಂದ್ರ, अस्त्र कर्त वृत्रकृष्टरंध /वा. रां०. के.ए.रवीन्द्र, उस महाप्रबंधक/मा.सं. K.A.RAVEENDRA. DY GENERAL MANAGERIHR BHEL-EDN. MYSORE ROAD, BANGAL DRE-56028. I here certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL,EDN, Bangalore to electronically deposit payments to the designated bank account. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/Transferring Bank responsible. This authority remains in full force until BHEL - EDN Bangalore receives written notification requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS/EFT.

Date:	
Authorized Signatory: Designation: STD Code	Telephone No. with
Company seal	
BANK CERT	TIFICATE
We certify thathas an Account No and we confirm that the bank details given above are correct as per our records.	with us
Date: Place: ()	
Signature	
Please return completed from along with a blank cancelled thereof to: Bharat Heavy Electricals Ltd., Attn: Electronics Division, Mysore Road, BANGALORE -560026	cheque or photocopy

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Part – II

PRICE BID

To be submitted in a separate sealed cover

NAME OF WORK: COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF GARBAGE FROM BHEL EDN TOWNSHIP AT DESIGNATED

DISPOSAL SITES AS PER THE GUIDELINES OF BBMP,

BANGLORE

		PART-2 (I	PRICE BID)					
	SCHEDULE OF WORK							
	NAME OF WORK: COLLECTION, LOADING, TRANSPORTATION AND DISPOSAL OF GARBAGE FROM BHEL EDN TOWNSHIP AT DESIGNATED DISPOSAL SITES AS PER THE GUIDELINES OF BBMP, BANGALORE							
Sl. No.	Item description	Unit	Basic Rate in Figures Rs.	Rate in words in Rs.				
1	Collection, loading and transportation of Dry/Wet garbage (which is unfit for recycling) and disposal at designated disposal sites as per the guidelines of BBMP including Transportation & Weighment charges.	Metric Ton						
2	GST Rate to Be Quoted by	Contractor						

NOTE: BASIC RATES ARE TO QUOTED & GST RATE SEPERATELY.

CONTRACTOR SEAL & SIGNATURE

