

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



**Maharatna Company**

**TENDER DOCUMENT**

FOR

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

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**NIT NO. 15: AA: NOI: ADMN: WASTE MANAGEMENT: 112: 2017-18  
DATED: 26.07.2017**

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**LAST DATE FOR SUBMISSION: 09.08.2017 AT 15:00 Hrs.**

  
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उज्ज्वल तोमर  
वरि, अभियंता (सा. सं.-टीएएक्स)  
Ujjwal Tomar  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**BHARAT HEAVY ELECTRICALS LTD.**

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

**NOTICE FOR INVITING OPEN TENDER**

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

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

NIT NO. : 15: AA: NOI: ADMN: WASTE MANAGEMENT: 112: 2017-18.  
DATED: 26.07.2017

Period of Completion : 03 Months

Earnest Money : Rs. 4,340/- (Rupees Four Thousand Three Hundred and Forty only)

**DATE OF SUBMISSION & OPENING OF TENDER**

Last date for submission of sealed tender at  
Estate Office, BHEL Township, Sector-17, Noida : **09/08/2017 at 1500 Hrs.**

Date of opening the tender : **09/08/2017 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 Engineer (HR-TAX), Estate office, Sector-17, Noida free of cost or may be downloaded from BHEL web site ([www.bhel.com](http://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. Engineer (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by **09/08/2017** at 3:00 PM. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-3070961 or at e-mail: [ujjwal@bhel.in](mailto:ujjwal@bhel.in).

  
  
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Ujjwal Tomar  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

## **PART 'A' – TECHNO- COMMERCIAL BID**

### **A. INSTRUCTIONS FOR THE BIDDERS:**

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

## **B. PRE QUALIFYING CRITERIA:**

- 1) **EMD of Rs. 4,340/-** (Rupees Four Thousand Three Hundred and Forty only) only in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). **Please Note: Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted.**
- 2) The bidder should have PAN No. & GSTIN Registration.
- 3) The bidder's average annual financial turnover during the last three financial years ending 31<sup>st</sup> March 2016 should be at least **Rs 0.65 lakhs.**
- 4) The experience of having successfully completed similar Works (Similar work shall mean Providing Decentralized Waste Management Services/Maintenance & Operations of Organic Waste Converter System/Composting & other similar services at townships/residential complex/official buildings) during last 7 years ending on 30.06.2017 should be either of the following: -
  - a) Three similar completed jobs/ services costing not less than Rs. **0.87 Lakhs** each.  
Or
  - b) Two similar completed jobs/ services costing not less than Rs. **1.08 Lakhs** each.  
Or
  - c) One similar completed jobs/ services costing not less than Rs. **1.74 Lakhs.**

## **5) DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:**

- a) Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- b) Self-attested copies of Balance Sheet and Profits & Loss Account statements of last three financial years i.e. FY 2013-14, 2014-15 & 2015-16 (AY 2014-15, 2015-16 & 2016-17) duly verified by CA .
- c) Self-attested copies of acknowledgements of IT return of last three financial years i.e. FY 2013-14, 2014-15 & 2015-16 (AY 2014-15, 2015-16 & 2016-17).
- 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 30.06.2017. BHEL reserves the right to cross check the documents from the issuing department/ company.
- e) Self-attested copies of the PAN Card & GSTIN Registration No.
- f) The Bidder must Submit a declaration (enclosed at Annexure -E2), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- g) No deviation certificate as per Annexure -E3 (enclosed) must be signed and stamped.
- h) Bidder must submit the technical details in the enclosed format (Annexure-E4).
- i) Bidder must submit the bidder's details in the enclosed format ( Annexure-E5)
- j) Bidder must submit the check list enclosed at Annexure-E6 after duly filled and signed.
- k) Bidders must submit a Declaration of GST Benefits (enclosed at Annexure - E-7).

  
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### **C. GENERAL TERMS & CONDITIONS:-**

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 4) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
- 5) The offer of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site [www.bhel.in](http://www.bhel.in)
- 6) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 7) Rates/amount/percentage quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 8) Estimated rates have been disclosed in the tender document and percentage rate tenders are invited. Bidders have to quote a single overall percentage, (+) above, (-) below or at par with the tender rates at S.No. 3 of Price Bid format.
- 9) The rates/percentage/amounts quoted by the bidder are deemed to be inclusive of all, cost of site clearance and any other incidental works required to complete the work. The Goods & Services Tax (GST) applicable shall be quoted at S.No. 5 of the Price Format.
- 10) All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 11) **VALIDITY OF RATES:** Validity of rates will be **90 days** from the date of opening of the techno- commercial bid.
- 12) **EVALUATION CRITERIA:** The criteria of evaluation of techno-commercial bids will be on the basis of documents submitted by the bidders. BHEL would finalize successful tenderer by opening of sealed price bid. Date of opening of sealed Price Bid will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. The order will be placed on overall L-1 bidder inclusive all including GST ( i.e. on S.No. 6 of Price Bid). In case of tie between the rates of two or more bidders, the Snap bidding system will be followed to arrive the L-1 bidder.
- 13) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
  - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- d) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 14) **CONTRACT PERIOD:** The contract period shall be **03 Months** from date of award.
- 15) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been sublet, the contract shall be terminated immediately & Security Deposit shall be forfeited.
- 16) **EPF & ESI:** The contractor should have **PF code number & ESI code number** before the start of work. However in case of not having any or both the documents, the contractor shall arrange & submit the documents before claiming first running bill.
- 17) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
- 18) Period of guarantee/ maintenance shall mean the period of 3 months which will be calculated from the date of actual completion of the works certified by the Engineer-in-charge in accordance with conditions of the contract. The period of maintenance shall always be reckoned from the date of completion of the whole of the works as accepted / taken over by Engineer-in-charge.
- 19) **WATER & ELECTRICITY:** Water and electricity shall be supplied to the contractor by BHEL subject to the following conditions:-
- a) The source of water will be given at one point free of cost. Electricity will be charged as per actual.
- b) Contractor shall make his/ their own arrangement of water/ electricity connection and laying of pipelines/ connection from existing main of source of supply as directed by Engineer Incharge.
- c) BHEL do not guaranty to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at his/ their own cost in the event of any break down in the government water/ electricity mains so that the progress of his/ their work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.
- 20) **STORES AND MATERIALS ON SITE:**
- a) The contractor shall, during the progress of work, provide, erect and maintain at his own expense all necessary temporary work-shops, stores etc. required for the proper and efficient execution of work. The location & size of the store shall have the approval of the Engineer-in-Charge and the contractor shall at all times keep them tidy in a clean and sanitary condition to the entire satisfaction of the Engineer-in-Charge.
- b) All materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge.
- c) The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft or loss of contractor's materials.
- d) The stores provided by the contractor will not be utilized as the accommodation for the workers or for any other purpose.
- e) Contractor will remove the temporary stores/ structure before claiming the final bill.
- 21) **PAYMENT TERMS, TAXES & DUTIES:**
- a) Payment shall be made for the actual work executed verified by the Engineer-in-Charge.
- b) No advance payment or the payment for mobilization of work will be made to the contractor.
- c) Running bills payment (If demanded by contractor) against the work executed shall be made to the contractor. However only one running bill will be accepted in a month.

  
  
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- d) The payment of final bill will be made only after obtaining certificate of satisfactory completion of the work 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.
- e) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- f) To enable BHEL to avail GST Input tax credit, 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.
- g) 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.
- h) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- i) 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. All payment will be subject to deduction of taxes at source as per rules.
- j) The payments against the bill received, excluding GST & notional interest thereon, shall be made within 30 days from the date of submission of the bills, complete in all respects. Payment shall be made to contractor only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- k) In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/nonpayment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated under (e) above.
- l) Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

22) **PENALTY FOR DELAY:**

The said work (Collection, Segregation, and Processing in OWC) has to be undertaken on daily basis. In the event of delay/absence/non-collection of waste from the identified places (residential flats/dustbins/etc.), BHEL reserves the right to impose a penalty @ Rs. 2500/- (Two Thousand Five hundred) 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.

- 23) Regular meeting (fortnightly or as decided by BHEL) shall be held between BHEL and contractor to review the issues related to progress, penalty, quality and any other aspect.

  
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 Sr. Engineer (HR-TAX)

- 24) The contractor shall have to deploy sufficient number of skilled, semi-skilled and unskilled manpower for quality and timely completion of the work.
- 25) 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.
- 26) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 27) 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 contract 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.

28) **EARNEST MONEY DEPOSIT ( EMD):**

- 1) **EMD of Rs. 4,340/-** (Rupees Four Thousand Three Hundred and Forty only) only in the form of Banker's Cheque/Pay Order/Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Electronic Fund Transfer credited in BHEL account may also be accepted before tender opening. Cash Deposit may be accepted as permissible under the extant Income Tax Act (before Tender opening). **Tender not accompanied with EMD/ EMD submitted in any forms other than mentioned above will not be accepted.** Earnest Money is to be paid by each tenderer for securing fulfillment of any obligations in the terms of the NIT and to ensure the tenderer does not refuse to execute the Work after it is awarded to him.
- 2) **Forfeiture of EMD :**
  - EMD by the Tenderer will be forfeited as per NIT conditions, if:
    - i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
    - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
  - 3) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
  - 4) EMD shall not carry any interest.
  - 5) EMD of successful tenderer will be retained as part of Security Deposit.
- 29) 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 (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 at Annexure -1 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). On submission of such document will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiencies in the above required document 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.

30) **SECURITY DEPOSIT:**

- a) Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provisions of the contract.
- b) The total amount of Security Deposit will be 5% of the contract value.

  
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- c) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- d) **Modes of deposit:** The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- i) Cash (as permissible under the extant Income Tax Act)
  - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
  - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
  - vi) Note: 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)
  - vii) The security deposit will be released only after completion of Guarantee/ Maintenance period of 3 months from the date of actual completion of work & upon fulfillment of contractual obligations as per terms of the contract.
  - viii) The Security Deposit shall not carry any interest.
- e) 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.
- 31) **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.
- 32) **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.
- 33) **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.
- 34) **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.

- 35) **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 additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

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

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

#### **2) DETAILED SCOPE OF WORK**

- The waste management firm hired for the subject work would collect the wastes (approx. 1000 kg per day) from the specified places **on daily basis.**
    - a) Kitchen/Household Waste/Garbage from individual residential units (600 nos.) (Door-to-door basis) and dustbins placed at identified places.
    - b) Horticulture /Green Waste from identified points in the township.
  - Garbage Collector will collect all this garbage and dispose it at a centralized space (behind Tennis Court) on **daily basis.**
  - Consequently, Segregation of Waste in the categories of Biodegradable & Non-Biodegradable/Hazardous Waste would be carried out at this place.
  - Mobile Organic Waste Convertor (OWC) will be placed for 5-6 Hours for processing the biodegradable waste to raw compost (mix). Remaining non-biodegradable (inorganic) waste like plastic, polythene etc. will be cleared by the agency on daily basis for recycling purpose. Certificate for the same shall be provided by the agency as per statutory norms.
  - The mix (Bio-degradable Waste, Dry Leafs etc.) would then be transported to plant (outside township) for final processing end product – manure.
  - Quality Check Certificate of End Product i.e. Manure & its Report shall be provided to BHEL by the agency. BHEL has right to get the quality check done from any third party as & when required.
  - Manure (Average~500 kg per month) shall be provided by agency to BHEL for in-house horticultural activities at free of cost.
  - The subject work shall be carried out up to the satisfaction of Engineer-in-charge.
  - All the manpower, materials, tools, machines, etc. shall be arranged by the contractor. No materials shall be issued from BHEL. The Source of Water will be given at one point free of cost. Electricity will be charged as per actual. All other arrangements have to be arranged by Contractor.
- 2) **CARE OF BUILDINGS:** Care shall be taken by the contractor to avoid damage to the existing buildings during execution of work. He shall be responsible for repairing all the damages and restoring the same to their original finish at his cost. He shall also


  
Ujjwal Tomar  
वरि. अभियंता (सा. सं.-टीएक्स)  
Ujjwal Tomar  
Sr. Engineer (HR-TAX)

remove at his costs all unwanted and waste materials arising out of his work from the site.

- 3) **SUPERVISION OF WORK:** The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.
- 4) **GUARANTEE / MAINTENANCE PERIOD:** The work shall be guaranteed against any inferior quality/ workmanship. The guarantee / maintenance period will be for a period of **3 months** from the date of actual completion of contract. The full Security Deposit (SD) amount shall be retained for the guarantee/ maintenance period and it shall be released after satisfactory carrying out all rectification/ repaired works as informed by the Engineer-in-charge. In case of not attending any rectification/ repairing work by the contractor, the rectification work will be carried out by any outside agency and recovery will be done from the contractor.

**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

  
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Ujjwal Tomar  
बि. अभियंता (मा. सं.-टीएफएस)  
Ujjwal Tomar  
Sr. Engineer (HR-TAX)

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.

  
  
उज्ज्वल तोमर  
वरि. अभियंता (मा. सं.-टीएएक्स)  
Ujjwal Tomar  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

**UN-PRICE BID**

Name of Work : WASTE MANAGEMENT SYSTEM THROUGH ORGANIC  
WASTE CONVERTER IN BHEL TOWNSHIP, SECTOR-17, NOIDA  
NIT NO. : 15: AA: NOI: ADMN: WASTE MANAGEMENT: 112: 2017-18.  
DATED: 26.07.2017

S. No.	Description of Material	Unit/ Time Period	Basic Rate per month (Rs)	Amount for three (03) months (Rs)
1.	Waste Management through Organic Waste Converter (OWC) in BHEL Township, Noida. (includes Collection, Segregation, Processing in OWC, Quality Check & Supply of Manure)	3 months	61,200.00	1,83,600.00
2.	Total Basic Amount (excluding GST) (Rs.)			1,83,600.00
3.	Percentage above (+)/Below (-)/at par with S.No. 2			XXXXXXXXXXXX
4.	Total quoted amount after applying percentage (excluding GST)			XXXXXXXXXXXX
5.	GST (@ .....%) on S.No. 4 (Rs.)			XXXXXXXXXXXX
6.	Total Amount inclusive of Goods & Services Tax (GST) (in Rs.)			XXXXXXXXXXXX
Total in Words: XXX				

**(Signature & seal of the contractor)**

  
  
उज्ज्वल तोमर  
वरि, अभियंता (भा. सं.-टीएएक्स)  
Ujjwal Tomar  
Sr. Engineer (HR-TAX)

**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:

  
Ujjwal Tomar  
वरि. अभियंता (मा. सं.-टीएएक्स)  
Ujjwal Tomar  
Sr. Engineer (HR-TAX)

**ESTATE OFFICE: BHEL TOWNSHIP: NOIDA**


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

NIT NO. : 15: AA: NOI: ADMN: WASTE MANAGEMENT: 112: 2017-18.  
DATED: 26.07.2017

**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)

  
  
संजयल तोमर  
वरि. अभियंता (भा. सं.-टीएएक्स)  
Ujjwal Tomar  
Sr. Engineer (HR-TAX)

**TECHNICAL DETAILS**

In Rs. Lacs

TURNOVER (F.Y.)	2013-14	2014-15	2015-16

EXPERIENCE	No. of Work	Value	Customer's Name

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

EPF Registration number	
ESI Registration number	
PAN Card No.	
GSTIN No.	

Income Tax Return (F.Y.)	2013-14	2014-15	2015-16
EMD Details	DD/ PO No.	Date	Amount
Details of manpower			

(Signature &amp; seal of the contractor)



  
  
 उज्ज्वल तोमर  
 बरि, अभियंता (मा. सं.-टीएएक्स)  
 Ujjwal Tomar  
 Sr. Engineer (HR-TAX)  
 भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा  
 Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

**BIDDER'S DETAILS**

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

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

(Signature & seal of the contractor)

  
  
उज्ज्वल तोमर  
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भारत हेवी इलेक्ट्रिकल्स लि. सम्पदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

**CHECK-LIST (TECHNICAL BID)****SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

<b>Sl. No.</b>	<b>Description of requirement</b>	<b>Yes/ No/NA</b>	<b>Page No.</b>
1	EMD of Rs. 4,340/- in the prescribed mode in favour of "Bharat Heavy Electricals Ltd" in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Copies of the Balance sheet and Profit & Loss account statement of last three financial years i.e. FY 2013-14, 2014-15 & 2015-16 (AY 2014-15, 2015-16 & 2016-17) duly verified by CA		
4	Acknowledgement of IT returns (ITR) of last three financial years i.e. FY 2013-14, 2014-15 & 2015-16 (AY 2014-15, 2015-16 & 2016-17)		
5	Copy of the PAN card.		
6	Copy of GSTIN No. registration certificate		
7	Copy of EPF Registration and details		
8	Copy of ESI Registration and details		
9	Declaration enclosed at Annexure – E2		
10	No deviation certificate enclosed at Annexure – E3		
11	Technical details as per Annexure-E4		
12	Bidder's detail as per Annexure- E5		
13	Declaration of GST Benefits as per Annexure – E7		
14	All the pages of tender document have been signed		
15	Sealed envelope of price bid submitted.		

(Signature &amp; seal of the contractor)

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 उज्ज्वल तोमर  
 बरि, अभियंता (मा. सं.-टीएएक्स)  
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 भारत हेवी इलेक्ट्रिकल्स लि. सम्यदा कार्यालय, सेक्टर-17, नोएडा  
 Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

**Declaration OF GST Benefits**

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

NIT NO. : 15: AA: NOI: ADMN: WASTE MANAGEMENT: 112: 2017-18.  
DATED: 26.07.2017

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:

  
  
उज्ज्वल तोमर  
वरि. अभियंता (मा. सं.-टीएएक्स)  
Ujjwal Tomar  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि. संपदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

**PART -B****PRICE BID**

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

NIT NO. : 15: AA: NOI: ADMN: WASTE MANAGEMENT: 112: 2017-18.  
DATED: 26.07.2017

S. No.	Description of Material	Unit/ Time Period	Basic Rate per month (Rs)	Amount for three (03) months (Rs)
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2.	<i>Total Basic Amount (excluding GST) (Rs.)</i>			1,83,600.00
3.	<i>Percentage above (+)/Below (-)/at par with S.No. 2</i>			
4.	<i>Total quoted amount after applying percentage (excluding GST)</i>			
5.	<i>GST (@.....%) on S.No. 4 (Rs.)</i>			
6.	<i>Total Amount inclusive of Goods &amp; Services Tax (GST) (in Rs.)</i>			
<i>Total in Words:</i>				

(Signature &amp; seal of the contractor)

  
 **उज्ज्वल तोमर**  
 बरि, अभियंता (भा. सं.-टीएएक्स)  
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