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**Bharat Heavy Electricals Limited**  
**Heavy Electrical Equipment Plant, Haridwar-249403**  
**Works Engineering & Services**  
**Works Contract Section**

**Tender Document**

**Name of Work:** R&M of T/Ship (Disposal of solid waste from different locations in BHEL Township, Haridwar.)  
**Tender Enquiry No.:** BHEL/HEEP/WEX-WCS/20-21/7129/20200004 DT 07.05.2020  
**Due date of Tender Opening:** 02.06.2020  
**Type of Bid:** Two Part

**Place of Submission of Tender / Bid:**

***“Tender Room, Purchase Deptt., 4<sup>th</sup> floor,  
Main Administrative Building, HEEP  
BHEL Haridwar-249403 (Uttarakhand)”***

Contact Person: Akhilesh Kumar, Dy.Manager

Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403

Email: [tenzin\\_n@bhel.in](mailto:tenzin_n@bhel.in) : [akhil09@bhel.in](mailto:akhil09@bhel.in), [saurabhchandra@bhel.in](mailto:saurabhchandra@bhel.in)

Phone: 01334-28-5491/1176; Fax: 01334-226460

**Document downloaded from [www.bhel.com](http://www.bhel.com)/[www.bhelhwr.co.in](http://www.bhelhwr.co.in)**

**Note:** All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. [www.bhel.com](http://www.bhel.com)/[www.bhelhwr.co.in](http://www.bhelhwr.co.in) only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

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## **Details of Tender Document**

The Tender document has been detailed as follows:

### **Part-I (TECHNO-COMMERCIAL BID)**

1. Notice Inviting Tender (NIT)
2. General Instructions to tenderer
3. General Terms & Conditions of Tender
4. Pre-Qualification Requirements (PQR)
5. Table of Index (**Annexure I of Annexure-A**)
6. List of Work Done (**Annexure II of Annexure-A**)
7. Special Conditions
8. Details of Bids & Bidder(To be filled by bidder) (**Annexure-B**)
9. Certificate by Chartered Accountant(**Annexure-C**)
10. Undertaking duly signed by the tenderer (**Annexure-D**)
- 11. Un-Priced Bid(Annexure-E)**

### **Part-II (PRICE BID)**

1. Price Bid(**Annexure-F**)

I/We agree with the above

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**NOTICE FOR TENDER (NIT)**

BHARAT HEAVY ELECTRICAL LIMITED  
HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Works Engineering & Services (Works Contract Section)		
Phone	01334-285491	Fax	01334-226460
Email Address	tenzin_n@bhel.in , akhil09@bhel.in, saurabhchandra@bhel.in		
Contact Person	Akhilesh Kumar		
NIT Key.	20200004	Dated	07.05.2020
NIT No.	BHEL/HEEP/WEX-WCS/20-21/7129/20200004 DT 07.05.2020		
<a href="http://www.bhel.com">NIT No. on www.bhel.com</a>			
<a href="http://www.bhelhwr.co.in">NIT No. on www.bhelhwr.co.in</a>			
Type Of Tender	Open		
#Tender Cost (in INR)	500 (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD ( in INR )	Rs. 19,200/-		
Period of completion of work	06 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs. 9,60,000/- (GST extra as applicable)		
Last Date of Sale of Tender	01.06.2020	Time :	03:30PM
Last Date of submission of Tender	02.06.2020	Time :	01:45PM
* Date and Time for opening of Technical Bid	02.06.2020	Time :	02:00PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

\* In case of two-part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However, date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

# Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalized bank in favor of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable. **Tender fee & EMD shall be exempted subject to submission of valid MSME/EM-II/NSIC Certificate (self-attested with stamped) and Tender Fee shall be exempted for tender documents downloaded from website.**

**Name of Work:** R&M of T/Ship (Disposal of solid waste from different locations in BHEL Township, Haridwar.)

Contracting Executive Name: Akhilesh Kumar

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites ([www.bhel.com](http://www.bhel.com) / [www.bhelhwr.co.in](http://www.bhelhwr.co.in)) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

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## **General Instructions to Tenderer**

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

### **1.0 Quoting & Signing the Tender**

- a. Before Quoting, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which are part of tender will form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and is liable to be rejected.
  - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser 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 corrected accordingly.
  - 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; and
  - 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 of e(a) and e(b) above.
  - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached therein while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- h. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- m. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative be employed in BHEL Haridwar, the authority inviting the

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Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.

- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.

**ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE “TECHNO-COMMERCIAL BID”. ALL THE PAGES SHALL BE SERIALY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN “TECHNO- COMMERCIAL BID” IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.**

- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as “PRICE BID” and the envelope containing Techno-commercial bid shall be additionally super-scribed with “TECHNO-COMMERCIAL BID”.
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a ***"NO DEVIATION STATEMENT"*** shall be submitted with the tender (Techno-commercial offer).

## **2.0 Signing the Tender**

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA). A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

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### 3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- b. The Techno Commercial bids only will be opened in case of two-part bid.
- c. In case of two-part bid, the Price Bids of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

### 4.0 Witnessing the Tender opening

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

### 5.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be should be honoured throughout the period of the Contract.

### 6.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

### 7.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of first/Techno-commercial bid.

### 8.0 Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

***In charge, Tender Room, Purchase Deptt., 4<sup>th</sup> floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).***

### Note: -

1. In case of any ambiguity/discrepancy between any clause of “General Terms & Conditions” and “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.

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## **General Terms & Conditions of Tender**

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## 1. GENERAL

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the works/services contracts pertaining to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Work Order (W.O.) until unless the deviations are specifically agreed by BHEL.

## 2. DEFINITIONS

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) **"THE CONTRACT"** shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The **"TENDER DOCUMENT"** means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The **"WORK"** means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The **"SITE"** means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The **"CONTRACTOR"** shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations "Engr/Sr. Engineer / Dy. Mgr/ Mgr./ Sr. Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy. General Manager respectively who will direct the contract.
- (g) The **"ENGINEER-IN-CHARGE"** means the Engineer/ Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power.
- (i) **"APPROVED"** means the approval of directions of the Engineer/ Sr. Engineer or any other executive or person deputed by them for the particular purpose.  
BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.
- (j) The **"CONTRACT SUM"** means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The **"FINAL SUM"** means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The **"TIME OF COMPLETION"** is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- (m) A **"WEEK"** means seven days without regard to the number of hours worked in any day in that week.
- (n) A **"DAY"** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A **"WORK DAY"** means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.

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- (p) **"DEVIATION ORDER"** means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) **"EMERGENCY WORK "** means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) **"PROVISIONAL SUM" or "PROVISIONAL LUMP SUM"** means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) **"PROVISIONAL ITEMS"** means items for which approximate quantities have been included in the tender documents.

### 3. EARNEST MONEY DEPOSIT

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:  
The EMD may be accepted only in the following forms:
  - (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
  - (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
  - (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
  - (iv) Fixed Deposit Receipt (FDR) 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)**  
In addition to above, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- (d) 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.
- (e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- (f) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

### 4. SECURITY DEPOSIT

- (a) Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- (b) 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

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- 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, KisanVikasPatras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (c) 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)
- (d) The Security Deposit shall not carry any interest.
- (e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.

**(f) Refund of Security Deposit**

After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: 100% shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.

**5. COMMERCIAL TERMS**

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

**6. SPECIAL CONDITIONS FOR MSME**

"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 -B 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 benefit 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."

UAM need not required to be notarized or attested.

**7. SETTLEMENT OF DISPUTES/ARBITRATION**

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

**JURIDICTION:** The courts of Haridwar, India, shall have exclusive jurisdiction.

**8. RISK PURCHASE CLAUSE**

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL."

**9. FORCE MAJEURE CLAUSE**

Notwithstanding any other thing contained anywhere else in the contract or WO (Work Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (WO date). In the above clause, Force Majeure means an event

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beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) Mitigate the effect of any Force Majeure Event.
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this W.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/country, then BHEL reserves the right to cancel the order.

#### **10. FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

#### **11. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS**

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on “supplier registration page”.

#### **12. IMPLEMENTATION OF INTEGRITY PACT (IP)**

Bidders shall submit Integrity Pact (IP), duly signed by its authorized signatory who signs in the offer, along with their techno-commercial bids wherever estimated tender value is Rs. 5 Crore or more. This pact shall be considered as a preliminary qualification for further participation.

I/We agree with the above

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**12A. INTEGRITY PACT (IP)**

i). IP is a tool to ensure that activities and transactions between the Company and its Bidders /Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEM) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No	IEM	Address	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C - 1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, VineetKhand , Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com

ii). The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

iii). Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the above IEM. All correspondence with the IEM shall be done through email only.

**Note:**No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are mentioned on the first page of tender documents.

**13. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE**

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

**14. RIGHT OF ACCEPTANCE**

- BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- Any discount /revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.

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- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

**15. PRICE SCHEDULE**

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Applicable IGST / CGST / SGST and any other statutory levy should be indicated separately and clearly in the bid / quotation  
**NB:** Financial evaluation of L1, L2 .....Status will be on the basis of Landed Cost to BHEL.

**16. GST RELATED TERMS & CONDITIONS**

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

- I. a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,  
  
b) HSN (Harmonised System Nomenclature) / SAC (Service Accounting Code), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.
- II. a) Unregistered Dealer  
Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.  
  
b) Dealer opting for Composition Scheme  
In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.
- III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-
  - a) Timely raising & submission of GST compliant Invoices
  - b) Timely receipt of Goods & Services
  - c) Timely and correct payment of applicable GST by supplier/contractor
  - d) Timely filing of return
  - e) Compliance of other applicable provisions on supplier/contractor:Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of

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sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall be made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format before such GST payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

**Certificate of Goods and Service to be furnished by Contractor with each bill / invoice**

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl. No	PO No/ Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.

3. Any liability due to any delay / default in payment of GST, return filing or any other NON-compliance under GST Law / Rules, shall be to our account.

4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.

5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.

6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.

7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)

GST No:

IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".

**17. SPECIAL POWERS OF TERMINATION**

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage

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which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

#### **18. PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA, ORDER 2017**

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

#### **19. OVERWRITING IN PRICE BIDS**

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.

#### **20. GENERAL NOTES**

- a. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
- b. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
- c. The contractor shall not employ any worker less than 18 years of age during execution of his work.
- d. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.  
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).  
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
- e. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
- f. The contractors are advised to see the site before quoting the rates.
- g. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
- h. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
- i. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
- j. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- k. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

<b>1.</b>	<b><u>PRE-QUALIFYING REQUIREMENTS (PQR):</u></b>
<b>(A)</b>	<b><u>EXPERIENCE:</u></b>
(I)	Contractor must possess working experience of similar nature of work ( <i><u>Handling &amp; disposal of solid waste work with government municipal bodies like Nagar nigam, Nagar paalika, Panchayat etc.</u></i> )
	<p>(i) Contractor must have successfully executed similar nature of work as mentioned at point no. A (I) above during last seven years ending last day of month previous to the one in which the NIT (Notice Inviting Tender) were issued.</p> <p>(ii) Three similar completed works, each costing not less than the amount Rs. <b>3.84</b> lacs (40% of estimated value) each.</p> <p>or</p> <p>(iii) Two similar completed works, each costing not less than the amount Rs. <b>4.80</b> lacs (50% of estimated value) each.</p> <p>or</p> <p>(iv) One similar completed work costing not less than the amount Rs. <b>7.68</b> lacs (80% of estimated value).</p> <p>Contractor shall submit relevant documents and work completion certificate for this (Enclosed <b>Annexure-II of Annexure-A</b>). They should also submit the reference of a responsible person from the company which has issued such certificates. BHEL reserves the option to visit and/or verify these credentials directly from such companies. In case the same is not verified, the bidder may not be qualified for this tender.</p>
(II)	Contractor have to submit letter of undertaking for disposal of solid waste as per MSW act 2016.
(III)	Contractor have to submit letter of ownership of "Solid Waste Disposal Plant" or letter of liasoning with other's Solid Waste Disposal Plant to process the Solid Waste of BHEL.
<b>(B)</b>	<b><u>FINANCIAL CAPACITY:</u></b>
	Average Annual financial turnover during the last 03 years ending 31 <sup>st</sup> march 2019, must be more than <b>2.88</b> Lacs (30% of estimated value). Contractor shall have to submit ITR and audited accounts for the last three years along with the Technical bid.
<b>(C)</b>	<b><u>LEGAL OBLIGATIONS:</u></b>
(i)	Parties should comply with all relevant state and central Govt. statutory/legal obligations like registration in PF, ESI and GST Identification Number (GSTIN) etc. and submit all relevant documents along with their offer. In case of non-availability of any such documents bidder needs to submit an undertaking that in case of award such documents will be obtained within a month.
(ii)	BHEL shall provide form-V after LOI, if required for obtaining labour license. Bidder needs to submit an undertaking that in case of award labour license will be obtained within a month.
(iii)	Contractor shall submit proof of filing Income tax return for previous financial year and copy of Pan No.
(iv)	All disputes shall be subject to Haridwar Jurisdiction.
<b>(D)</b>	The contractor must provide "Name of the contact person", "Address", "Phone

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	Numbers” and “E-Mail IDs” who will be authorized, by the bidders through a valid notarized Power of attorney, for concluding the contract. BHEL shall not communicate with any other person/Numbers/mail IDs/address other than mentioned.
(E)	Offer of the Contractors not meeting/fulfilling the PQR criteria mentioned above shall be ignored.
2.	<b><u>TENDER COST:</u></b>
	Full set of tender can be either downloaded from BHEL Haridwar website or can be purchased from office of the Dy. Manager (WEX-WCS) on submission of proof of depositing the Tender cost at the BHEL Cash section or in the form of demand draft made in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar payable at Haridwar. If downloaded Tender is used, tender fees is not required.
3.	<b><u>EARNEST MONEY DEPOSIT (EMD):</u></b>
	Earnest money must be kept in Techno-Commercial offer. Offer without requisite earnest money will not be considered. The earnest should be in the form of bank draft to be made in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar payable at Haridwar. No other mode of payment is acceptable. <b>NOTE: EMD shall not carry any interest</b> <b>Techno-commercial offer without the original instrument for the requisite EMD will not be qualified for evaluation.</b>
4.	<b><u>POWER OF ATTORNEY</u></b>
(i)	In case of firms, the tender documents must be signed by a person holding a valid notarized power of attorney and a copy of such power of attorney duly attested by a Gazetted Officer should be attached with the techno – commercial bid
(ii)	The contractor must provide “Name of the contact person”, “Address”, “Phone Numbers” and “E-Mail IDs” who will be authorized, by the bidders through a valid notarized Power of attorney, for concluding the contract. BHEL shall not communicate with any other person/Numbers/mail IDs/address other than mentioned.
5.	<b><u>MODE OF TENDER:</u></b>
(i)	The tender shall comprise of two parts i.e. ‘Techno-commercial offer’ and ‘Price bid’. Contractor must sign on all the pages and complete the “Techno commercial offer” and “Price bid” in all respect. Both the offers to be sealed in separate envelope having NIT No., Name of Contractor and name of offer i.e. Techno-Commercial or Price bid. These two envelopes shall be sealed in a third envelope having NIT No., Name of Contractor, date of opening shall be sent to <b>GM (MM), 4<sup>th</sup> Floor, Main Administrative Building, BHEL Hardwar</b> , before date of opening as given in NIT. Incomplete offer is liable to be rejected. <b>Tenders will be opened at tender room, 4<sup>th</sup> Floor, Main Administrative Building, BHEL Hardwar.</b>
(ii)	EMD should be enclosed along with the Technical bid. Also an un-priced copy of the price bid should be enclosed with the Technical bid to confirm that the bidders has quoted as per the prescribed Price bid format. Any condition/modification of the price bid will not be entertained.

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<b>6.</b>	<b><u>GENERAL:</u></b>
(i)	Contractor shall go through the tender document and confirm that work shall be carried out as per enclosed specifications. They should also confirm to abide by all the tender conditions as contained in this Tender and shall not provide any conditions on their own.
(ii)	The contractor shall sign every page of the tender document. In case firm/companies, the tender documents must be signed by a person holding a valid power of attorney and a copy of such power of attorney should be attached with the tender document.
(iii)	Offers submitted not in accordance with the above guidelines will be liable for rejection.
(iv)	The risk of delay/loss in transmission of tender documents by post/courier rest with the bidder/Contractor. No Late tender shall be accepted.
(v)	If any information/document submitted by the Contractor is found false/ fake at any stage, the tender shall stand cancelled and EMD shall be forfeited. In such a case the bidder will also be liable to be banned from future Tenders of BHEL.
(vi)	Contractors found technically suitable based on Techno-Commercial offer shall be eligible for further stage of the Tender. Information regarding date of price bid opening and other details shall be informed to the eligible contractors separately.
(vii)	Contractors shall submit all the relevant documents as per the Pre-qualifying Requirements (PQR).
(viii)	Contractors are advised to enter the page numbers in the Table of Index for the relevant documents attached in support of Pre-qualifying Requirements (PQR) in the format given at <b>Annexure-I of Annexure-A.</b>

I/We agree with the above

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**Annexure-A**

**Annexure: I**

**❖ TABLE OF INDEX:**

<b><u>S.N.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE NO.</u></b>
	NIT	
➤	<b><u>TECHNO-COMMERCIAL OFFER:</u></b>	
(1)	Pre-qualifying Requirements (PQR):	
(2)	Table of Index ( <b>Annexure-I of Annexure-A</b> )	
(3)	List of work done ( <b>Annexure-II of Annexure-A</b> )	
(4)	Special Conditions:	
(5)	Details of Bid & Bidder (To be filled by bidder) ( <b>Annexure-B</b> )	
(6)	Certificate by Chartered Accountant( <b>Annexure-C</b> )	
(7)	Undertaking duly signed by the tenderer ( <b>Annexure-D</b> )	
(8)	Unpriced bid ( <b>Annexure-E</b> )	
(9)	Price bid PART-II ( <b>Annexure-F</b> )	
➤	<b><u>DOCUMENTS SUBMITTED IN SUPPORT OF:</u></b>	
(1)	<b><u>PQR</u></b>	
(A)	<b><u>EXPERIENCE:</u></b>	
	Necessary work orders/job completion certificate: (Details to be furnished in <b>Annexure-II of Annexure-A</b> at page no. 8)	
(B)	<b><u>FINANCIAL CAPACITY:</u></b>	
	Audited annual accounts of last three years:	
(C)	<b><u>LEGAL OBLIGATIONS:</u></b>	
(i)	(a) PF Code No.	
	(b) ESI Code No.	
	(c) GSTIN.	
	(d) Undertaking for labour license:	
(ii)	Proof of filing IT-Return & copy of PAN card:	
(D)	Name of Contact person, Phone Number, E-Mail ID:	
(2)	Tender Cost (if downloaded from web-site)	
(3)	<b><u>EARNEST MONEY DEPOSIT (EMD):</u></b>	

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**Annexure-A**

***Annexure-II***

❖ **DETAILS OF WORKS (COSTING NOT LESS THAN RS. 3.84 LACS) DONE DURING THE LAST SEVEN YEARS:**

**(Refer Qualifying Condition No. 1(A))**

**(To be submitted along with Techno-Commercial Offer)**

S.No	Full Postal Address of client	Description of the work	Value of contract	Completion time as stated in Tender (in months)	Date of commencement of work	Actual completion	Year of completion	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01.								
02.								
03.								
04.								
05.								

**NOTE:** A copy of completion certificate and work order copy of each work mentioned above shall be submitted by the Contractor along with the tender document.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

### ❖ **SPECIAL CONDITIONS**

1.	The contractors are advised to visit the site before submitting their offers.
2.	Contractor must provide the "Detailed Disposal Certificate" for the waste (lifted) from BHEL, after successful processing of waste as per MSW act 2016.
3.	All the material for proper completion of work shall be arranged by the contractor.
4.	Generation of Weighing slip, after Lifting of solid waste from different location of BHEL, is responsibility of Contractor's only.
5.	Record of lifting and disposal of solid waste from different location of BHEL, to be maintained Jointly by Contractor & Engineer in charge.
6.	Payment shall be done on the basis of weighing slips dully verified by Engineer In charge.
7.	<b>Payment Terms:</b> <ul style="list-style-type: none"> <li>(i) No advance payment shall be paid to the contractor.</li> <li>(ii) No bill will be entertained until wages of workers till date are paid, PF and ESI deposited for labour engaged in the work and proof of the same submitted along with the bill.</li> <li>(iii) After submission of bill by the contractor, the measurement shall be verified &amp; checked and then only the bill shall be processed.</li> <li>(iv) Running bills against work contractors shall be submitted to the finance for payment within 15 days from the date of measurement, unless there is some problem which shall be supported by documents in this regard. Finance will process such bills and release the payment within 30 days normally after receiving the bills in Finance.</li> <li>(v) Final bills against work contractors shall be submitted to finance within 2 months from date of actual completion of work or within one month from date of measurement whichever is earlier, unless there is some problem which shall be supported by a document in this regard. Finance will process such bills and release the payment within two months normally after receiving the bills in Finance.</li> <li>(vi) Payment of GST will be made on actual applicable GST rate.</li> <li>(vii) Applicable GST shall be paid by BHEL on submission of GST complied invoice under Goods and Service Tax Law.</li> <li>(viii) Contractor to ensure compliance of GST law and rules applicable on supply involved in this tender and in the event of any non-compliance by contractor, implication of the same if any shall be on account of contractor.</li> </ul>
8.	<b>Extra Items:</b> <p>Any item which is not covered in the bill of quantity but essentially required to be carried out for completion of work as per the site condition, has to be executed by the contractor after due written approval of BHEL. However, its payment shall be done on the basis of DSR 2012 and accepted premium as per the contract agreement. If the extra items are not covered in DSR 2012, then the rate shall be derived based on actual cost mutually agreed by the BHEL and the contractor and the same needs to be approved before execution of the work.</p>
9.	The contractor may be providing Quarter for use of office/material

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	storage/residential purpose as per BHEL quarter allotment rule.
10.	<b><u>COMPENSATION AS LIQUIDATED DAMAGES FOR DELAY:</u></b>
	If the contractor fails to complete and clear the site on or before the scheduled date of completion or does not achieve the progress as set out under the specified contract period, he shall without prejudice to any other right or remedy on BHEL on account of such breach, be liable to pay as compensation as liquidated damage an amount equal to 0.50 percentage of the total contract sum for every fortnight (15 days) of extension sought beyond the scheduled date of completion of the contract provided always that the total amount of compensation as liquidated damages to be paid under this condition shall not exceed 10% of the contract sum. Such amount may be adjusted or set off against any sum payable to the contractor under this or any other contract.
11.	<b><u>RETENTION AMOUNT:</u></b>
	Retention amount shall be 35% of executed contract value and shall be recovered at the rate of 35% from each Running Bill submitted.  <b>Refund of Retention Amount shall be as follows:</b>  100% of retention amount along with 'Final Bill' , on submission of "Detailed disposal certificate" (as per Engineer In Charge)after processing report of solid waste.
11.	After successful completion of the work, agreement may be extended up to 2 years or less (including original period) as per site requirement after due approval.
12.	<b><u>Validity of Offers:</u></b> The rates quoted for this tender shall be valid for acceptance for a minimum period of 180 days from the date of tender opening instead of 120 days as mentioned as per the General instructions to tendered and general terms & conditions of tender. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of Techno-commercial bid.

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Details of Bid & Bidder (To be filled by bidder)

- (a) Bidder Offer No.:\_\_\_\_\_ Date: \_\_\_\_\_
- (b) Legal Name of the bidder as in GST registration: \_\_\_\_\_
- (c) GST registration No. \_\_\_\_\_
- (d) State \_\_\_\_\_
- (e) Place of business \_\_\_\_\_
- (f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme): \_\_\_\_\_
- (g) Address of the Bidder: \_\_\_\_\_
- (h) E-mail address of the bidder: \_\_\_\_\_
- (i) Contact No. of the Bidder: \_\_\_\_\_
- (j) Tender Fess Related Details (Details of Cash Receipt/DD/Exempted with details/reason for exemption sought): \_\_\_\_\_
- (k) EMD Related Details (Form in which submitted with Ref. Detail / Exempted with details/reason for exemption sought):  
\_\_\_\_\_

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Annexure-C**

**Certificate by Chartered Accountant on letter head**

**(Only for those who are submitting EM-II Certificate)**

This ..... is ..... to ..... certify ..... that  
M/s.....,

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

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs.....Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.....Lacs

(Strike off whichever is not  
applicable)

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

Or

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

**Date:**

**(Signature)**

**Name-**

**Membership number-**

**Seal of Chartered Accountant**

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Annexure-D**

**UNDERTAKING**

(by the tenderer)

1. I/We have carefully perused all the terms and conditions of the tender, NIT including special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in toto. I/ we have read BHEL General Instructions to Tenderer, General /Special Conditions of Contract and agree to abide by the same.
  - 2. I/We have submitted the signed tender document in Part-1 of the offer. Part-2 offer i.e. price bid contains only the BOQ and the quoted rate.**
  3. I/We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, labour license and all other provisions of labour laws applicable to me/us and maintain muster roll, payment register and all other registers/ records as applicable and produce the same to BHEL officials or statutory authorities whenever desired.
  4. I/ We shall abide by the GST Act/ Rules as applicable.
  5. I/ we shall decide the number of employees to be deployed for execution of the work and give instruction to my/ our employees. BHEL will have nothing to do or be concerned with the employment of my/ our employees.
  6. I/ we shall provide employment card / identity with photograph duly verified and attested by me/ us to my/ our employees.
  7. I/ we shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership card to each of my/ our employees.
  8. I/We shall pay minimum wages as applicable from time to time including leave with wages to my/ our workers as per rules /act.
  9. In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/ liability occurring /accruing on BHEL because of this including all expenditure on legal proceedings. All such expenses shall be recoverable from any of my/ our running contract with BHEL or any contract entered thereafter.
  10. I/ we shall maintain valid labour licence throughout the period of contract.
- 

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**UN-PRICE BID**  
**PART-I**  
**CIVIL TOWNSHIP & HORTICULTURE**  
**BHEL, RANIPUR, HARDWAR**

<b>Name of work:</b>	R&M of T/Ship ( Disposal of solid waste from different locations in BHEL Township, Hardwar .)		
<b>Estimated value:</b>	Rs. 9.60	Lacs	<b>Time of completion:</b> 06 Months
<b>Earnest money:</b>	Rs. 19200/-		<b>Tender cost:</b> Rs. 500/-

**BILL OF QUANTITY (BASED ON WOI)**

Sl.No.	DESCRIPTION	QUANTITY	UNIT	RATE (Rs.)	AMOUNT (Rs.)
1	<b>Disposal of solid waste from different locations in Township area.</b> Lifting & transportation of solid waste dumped at different locations in BHEL Township area to compost plant. The work shall be carried out as per instruction & satisfaction of Engineer Incharge of the work. Agency must have authorization for disposal of municipal solid waste from competent authority and have to provide infrastructure for weightment of empty and loaded truck etc. at its own cost. The total required T&P and manpower shall be deployed by agency.	1500	MT	640	960000.00

RATES WHICH ARE QUOTED BEYOND THE RANGE GIVEN BELOW MAY NOT BE CONSIDERED.

	LOWER LIMIT	UPPER LIMIT
<b>FOR WORKED OUT ITEMS:</b>	<b>20% BELOW</b>	<b>10% ABOVE</b>

I/WE HAVE GONE THROUGH ALL THE SPECIFICATIONS, SPECIAL & GENERAL CONDITIONS, CONTRACTOR'S OBLIGATIONS ENCLOSED WITH THIS TENDER DOCUMENT AND AGREE TO ABIDE BY THESE.

**FOR SCHEDULE ITEMS:**

I/WE HEREBY TENDER (XXXXXXXXXXXXXXXXXX) % (IN WORDS (XXXXXXXXXXXXXXXXXXXX) **ABOVE / AT PAR / BELOW** THE RATES FOR ALL THE ITEMS GIVEN IN THE BILL OF QUANTITY.

**FOR WORKED OUT ITEMS:**

I/WE HEREBY TENDER (XXXXXXXXXXXXXXXXXX) % (IN WORDS (XXXXXXXXXXXXXXXXXXXX) **ABOVE / AT PAR / BELOW** THE RATES FOR ALL THE ITEMS GIVEN IN THE BILL OF QUANTITY.

**Rate of GST (.....%)**

- [1. RATES SHOULD BE QUOTED IN FIGURES AS WELL AS IN WORDS, IN CASE OF CUTTING AND OVER WRITING IN RATES, TENDER MAY BE DECLARED AS INVALID. COMBINED RATES TO BE QUOTED FOR ALL THE ITEMS. RATES NOT QUOTED IN THE MANNER AS MENTIONED ABOVE MAY BE REJECTED.
2. IN THE CASE RATE QUOTED IN WORDS AND FIGURES IS DIFFERENT; THE RATE QUOTED IN WORDS WILL BE TAKEN AS A QUOTED RATE.]
3. DOCUMENTS NOT SIGNED AND STAMPED BY THE AUTHORIZED SIGNATORY OF THE BIDDER SHALL NOT BE ACCEPTED AND CONSIDERED FOR EVALUATION OF THE BID ETC.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**PRICE BID**  
**PART-II**  
**CIVIL TOWNSHIP & HORTICULTURE**  
**BHEL, RANIPUR, HARDWAR**

<b>Name of work:</b>	R&M of T/Ship ( Disposal of solid waste from different locations in BHEL Township, Hardwar .)		
<b>Estimated value:</b>	Rs. 9.60	Lacs	<b>Time of completion:</b> 06 Months
<b>Earnest money:</b>	Rs. 19200/-		<b>Tender cost:</b> Rs. 500/-

**BILL OF QUANTITY (BASED ON WOI)**

Sl.No.	DESCRIPTION	QUANTITY	UNIT	RATE (Rs.)	AMOUNT (Rs.)
1	<b>Disposal of solid waste from different locations in Township area.</b> Lifting & transportation of solid waste dumped at different locations in BHEL Township area to compost plant. The work shall be carried out as per instruction & satisfaction of Engineer Incharge of the work. Agency must have authorization for disposal of municipal solid waste from competent authority and have to provide infrastructure for weightment of empty and loaded truck etc. at its own cost. The total required T&P and manpower shall be deployed by agency.	1500	MT	640	960000.00

RATES WHICH ARE QUOTED BEYOND THE RANGE GIVEN BELOW MAY NOT BE CONSIDERED.

	LOWER LIMIT	UPPER LIMIT
<b>FOR WORKED OUT ITEMS:</b>	<b>20% BELOW</b>	<b>10% ABOVE</b>

I/WE HAVE GONE THROUGH ALL THE SPECIFICATIONS, SPECIAL & GENERAL CONDITIONS, CONTRACTOR'S OBLIGATIONS ENCLOSED WITH THIS TENDER DOCUMENT AND AGREE TO ABIDE BY THESE.

**FOR SCHEDULE ITEMS:**

I/WE HEREBY TENDER (XXXXXXXXXXXXXXXXXX) % (IN WORDS (XXXXXXXXXXXXXXXXXXXX) **ABOVE / AT PAR / BELOW** THE RATES FOR ALL THE ITEMS GIVEN IN THE BILL OF QUANTITY.

**FOR WORKED OUT ITEMS:**

I/WE HEREBY TENDER ( ) % (IN WORDS ( ) **ABOVE / AT PAR / BELOW** THE RATES FOR ALL THE ITEMS GIVEN IN THE BILL OF QUANTITY.

**Rate of GST (.....%)**

- [1. RATES SHOULD BE QUOTED IN FIGURES AS WELL AS IN WORDS, IN CASE OF CUTTING AND OVER WRITING IN RATES, TENDER MAY BE DECLARED AS INVALID. COMBINED RATES TO BE QUOTED FOR ALL THE ITEMS. RATES NOT QUOTED IN THE MANNER AS MENTIONED ABOVE MAY BE REJECTED.
2. IN THE CASE RATE QUOTED IN WORDS AND FIGURES IS DIFFERENT; THE RATE QUOTED IN WORDS WILL BE TAKEN AS A QUOTED RATE.]
3. DOCUMENTS NOT SIGNED AND STAMPED BY THE AUTHORIZED SIGNATORY OF THE BIDDER SHALL NOT BE ACCEPTED AND CONSIDERED FOR EVALUATION OF THE BID ETC.

I/We agree with the above

Signature of Bidder/Contractor with Stamp