

BHARAT HEAVY ELECTRICALS LIMITED

HPEP: RAMACHANDRAPURAM: HYDERABAD-502032

MEDICAL DEPARTMENT

PHONE NO. 040-23185293/2366; Email: nuthangi@bhel.in

Tender Notice No. HY/MED/HA/WASH/2022/2

1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed bids from eligible Contractors, who fulfill qualification criteria as stipulated in NIT, for the work, "Providing services for Washing of Hospital Linen".
2. Sealed quotations in single cover consisting of two inner sealed covers containing Technical bid as Part A and Price bid as Part B super scribing the Name of work, Part Number and Tender reference will be received up to 10.00 hrs. on or before **11.10.2022** at vendor complex, beside administrative building, BHEL Ramachandrapuram — 502032.
3. The tender documents are available in the BHEL Web Site www.bhel.com. Those who wish to download in the same may do so. Corrigendum if any will be published in BHEL web site only. The brief scope of the work and information is provided below.
4. The salient features of the tender documents are as follows.
 - a. Notice Inviting Tender
 - b. Instruction Tenderer
 - c. General Terms and Conditions
 - d. Period of Contract
 - e. Failure to comply with contract
 - f. Payment to Contractor
 - g. Duties and Responsibilities of Contractor
(Scope of Work)
 - h. Pro-forma for offering technical bid
 - i. Price Bid Format
5. In case, tender documents are requested by post, BHEL —HPEP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request not receipt of tender documents by the Agency.

Signature of Tender

(Signature & Designation of Official)
Accepting Authority

Part A — Techno Commercial Bid

1.0 NOTICE INVITING E-TENDER

- i. Tender Notice : HY/MED/HA/WASH/2022/2
- ii. Name of the Work : Washing of Hospital linen in BHEL General Hospital
- iii. EMD : Rs.9,037/-
- iv. Approximate estimated value of work : Rs.4,51,831/-
- v. Last date for downloading of tender documents: 11.10.2022, 10:00 Hrs
- vi. Last date for submission of Tender : 11.10.2022, 11:00 Hrs
- vii. Date and time of tender opening : 11.10.2022, 13:30 Hrs
- viii. Period of contract : 12 months from date of awardal
- ix. Maintenance period : Nil

Name and Address (Tenderer):

E mail:

Phone/ Mobile:

2.0 PREQUALIFICATION REQUIREMENTS:

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

- i) The firm should be well established (minimum of 3 years' experience) in the field of professional washing and cleaning services of Linen and Woolen Blankets in Hospitals.
- ii) Only experienced and qualified firms having proven credentials with unblemished performance in reputed/major establishments and / or Govt. Organizations/ Hospitals/ Hotels for similar work should apply. Supporting documents for experience, such as agreements/ work orders etc. to be enclosed with the offer to substantiate the experience.
- iii) PAN No. Copy of PAN card to be enclosed. (In case not available, proof of having applied with acknowledgement from concerned authority).
- iv) GST Registration number (Copy of GST registration to be enclosed).

2.1 INSTRUCTIONS TO TENDERER

2.1.1 Tender is a two part bid system. The tender documents consist of Part — A and Part - B as detailed below:

Part 'A': Techno-commercial Bid along with RTGS/NEFT IDD/ Bankers Cheque for EMD (To be submitted in sealed cover enabling us to open on 11.10.2022)

Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions

2.1.2 Part 'A' must be duly completed and super scribed: "Tender Enquiry No. BHEL RC PURAM HY/MED/HA/WASH-TC/2022 'Part 'A' Techno-commercial Bid". The tenderer shall not indicate the price or rate in PART-A: Techno-commercial bid. The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Nonresponsive/non-conforming and non-acceptable.

2.1.3 Part 'B' — must be duly completed with reference to the tender conditions and put in a separate sealed envelope and super-scribed "Tender Enquiry No. BHEL RC PURAM HY/MED/HA/WASH-PD/2022 Part 'B' Price Bid".

2.1.4 The Techno Commercial Bid (Part — A) and general terms and conditions shall be attached to Techno - commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.

2.1.5 Part 'B' — The price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.

2.1.6. Price bid will be opened only in respect of those tenderers who are qualified in Technical Commercial Bid.

2.1.7 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer.

Alteration, neatly carried out and duly attested over with the full signature of the tenderer however is permitted. Erasure or over-writing in the tender without proper endorsements will render the tender invalid.

2.1.8 The tenderer should submit the tender documents intact without detaching any page or pages.

2-1.9 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope.

2.1.10 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement

2.1.11 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.

2.1.12 The price/rate should be quoted in figures as well as in words.

2.1.13 Each and every page of tender documents should be stamped & signed by the tenderer.

2.1.14 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-32. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno commercial Bid will be opened on 11.10.2022 at 10.00 hrs. same day in the presence of tenderers or their representatives who are present for the tender opening. Tenderers who qualify in the Technical Bid will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid will be opened at the specified date in the presence of the tenderers or their representatives who are notified to attend the tender opening.

- 2.1.15 For any further details required, Sr.DGM/ HA, BHEL General Hospital, RC Puram, Hyderabad-32 may be contacted in person or through **Telephone Nos. 040-23185293** or mail to nuthangi@bhel.in
- 2.1.16 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. BHEL reserves the right the tender bidder, who committed default and having bad track record in execution of previous contract in BHEL. For the purpose of this clause default and bad track record means backing out from contract after receipt of LOI/ entering of agreement etc.
- 2.1.17 PRICE BID - The tenderers are required to submit their quotation for all the items listed in the Price Bid format. Given along with the tender documents. The price should be quoted for each item of the price bid. Not quoting rates for any of the item leads to rejection of offer.
- 2.1.18 Evaluation criteria of price Bid: Price Bids will be evaluated on the basis of lowest sum total quoted for all the items in the price bid. Contract shall be awarded to the lowest bidder (L1).
- 2.1.19 VALIDITY OF RATES: The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.
- 2.1.20 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:
- i) 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
 - ii) 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 (i) above
 - iii) 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
- 2.1.21 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
- 2.1.22 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- 2.1.23 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.1.24 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.1.25 Tender document should be complete in all respects.
- 2.1.26 Successful tenderers shall enter into an Agreement on stamp paper of Rs.200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- 2.1.27 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- 2.1.28 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.1.29 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 2.1.30. If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.1.31 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.
- 2.1.32 The tenderer should possess the required supervisory infrastructure to ensure that there in adequate control at all stages of execution of the contract. Detailed write up of infrastructure/ list of equipment available to be furnished.
- 2.1.33 In case the contractor is Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act. 1956 and well established organization having at least three years existence in business consecutively for the past three years. Copy of registration certificate to be enclosed.
- 2.1.34 The agency should affix his signature at the end of each page of the document and enclosed supporting documents (by bidder) also with Rubber Seal.

2.1.35 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 bid shall be liable for rejection.

2.2 SITE VISIT: (Optional)

- a. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
- b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- c. The Bidder should inform BHEL at least 3 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.

3.0 GENERAL TERMS AND CONDITIONS:

- 3.1 The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential.
- 3.2 All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
- 3.3 The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.
- 3.4 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- 3.5 The Opinion/ decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.6 In cases the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.7 For the works which are continuous in nature and require regular interaction and monitoring the contractor shall have an Office/ Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer. The person deployed by the Contractor shall be in touch with the Hospital Administration for any discrepancies.
- 3.8 In No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL.
- 3.9 The contractor shall be responsible for safe custody of BHEL's property like clothes, materials, etc. entrusted to him.
- 3.10 Contractor shall inform his PAN to BHEL income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- 3.11 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 3.12 BHEL Officer in-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days notice in writing.
- 3.13 Before awarding the contract, BHEL Team will inspect the infrastructural facility and the available and site available with the firm.

4.0 EARNEST MONEY DEPOSIT

- a. An amount of Rs.9037/- towards EMD shall be paid through RTGS/NEFT (BHEL bank account details are mentioned below) and shall be submitted along with Technical Bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- b. Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- c. EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
- d. 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.

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.

5.0 SECURITY DEPOSIT

1. Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:
The total amount of Security Deposit will be 5% of the contract value.
2. If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work
3. The balance amount to make up the required Security Deposit of 3% of the contract value may be accepted in the following forms:
4. i) Local cheques of Scheduled Banks (subject to realization) Demand Draft in favour of BHEL ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iii) 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) iv) 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)
(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)
5. At least 50% of the required Security Deposit should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
6. Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
7. The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.
8. Bidder agrees to submit performance security required for execution of contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.

6.0 STATUTORY REQUIREMENTS:

1. The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
2. The Income tax as applicable will be deducted from the bill of the contractor.

7.0 PERIOD OF CONTRACT

1. The contract shall be, initially, for a period of one year from the date of Letter of Intent (LOI) actual commencement of work.
2. The parties, if mutually agreed upon, may extend the period of contract for a further period of one year on the same terms and conditions.
3. If the contractor fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the contractor and the company reserve the right to take appropriate action against the defaulted contractor.
4. BHEL is at liberty to terminate the Agreement by giving thirty (30) day's notice in writing.

8.0 FAILURE TO COMPLY WITH CONTRACT

- i. Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer 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 Tenderer shall be final and binding on the tenderer.
- ii. In case of any damage to the clothes, materials etc., caused from contractor's end directly or indirectly, the contractor is liable to compensate the same.
- iii. In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

9.0 PAYMENT TO THE CONTRACTOR

The contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract.

10.0 SUB-CONTRACTING

The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.

11.0 LAWS GOVERNING THE CONTRACT

- The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

12.0 LEGAL JURISDICTION:

- In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP is situated and no other court shall have the jurisdiction.

13.0 Duties and responsibilities of the contractor & Contract Description

- The duties, the approximate quantity of linen items to be washed at present is shown in price bid. This quantity is likely to increase with the addition of new centers / patient care facilities.
- The linen items that would be given out for washing include those mentioned in price bid format, but not limited to the items mentioned therein.
- **Scope of work**
 1. Collection and transport of dirty linen. Contactor will be responsible for collection of dirty linen from the different user areas / Hospital wards of BHEL General Hospital and transport the same to his laundry complex / washing work area every alternative day. If the day of pick up happens to be a holiday, the next working day,
 2. Sorting, processing of used linen with standard laundering processes (defined below) finishing & packing.

Washing including steam cleaning, dry cleaning, disinfecting, ironing of the linen with following procedure and machines. Washing of linens and woolen blankets through machines as per the following method:

 - i) Washing should be done in clean safe and soft water using approved chemicals/ detergent/ softener, disinfecting liquid.
 - ii) Disinfecting to be carried with Hydrogen peroxide of Sodium Hydrochloride and 5% liquid Bleaching solutions as per requirement of item.
 - iii) Standard Neutralizer or Acetic acid 28% to be used for neutralization.
 - iv) Detergent should be free from caustic soda or sodium hydro oxide.
 - v) Dry cleaning should be carried out by utilizing per chloro ethylene operated by cleaning machines for woolen blankets.
 - vi) Oxalic acid and Acetone shall not be used to remove various types of stains.
 - vii) Non toxic perfumes shall be used while washing & dry cleaning.
 - viii) Softeners like silicon softeners, Clax comfort can also be used for softening of towels / napkins.
 - ix) Nontoxic starch may be used for bed sheets and pillow covers,
 - x) Ironing to be carried out satisfactorily as per requirement.
 - xi) Stained linens should be pre cleaned manually to remove blood and body fluid stains
 1. Transportation & delivery of all washed linens are to be supplied in BHEL General Hospital to the user areas (from where collected) on every alternate day. If the date of delivery happens to be a holiday, the next working day.
 2. It is the duty of the contractor to identify torn linen cloth at the time of collection and bring the same to the notice of BHEL. The contractor shall not accept torn linen cloth from BHEL and no payment will be made by BI-IEL to the laundry services rendered to a torn line cloth.
 3. The contractor will process linen as per approved washing procedure and approved washing formulae.

Standard universal precautions to be followed while collecting & handling infected / soiled linen.
 4. Bio-Medical Waste management rules, wherever applicable shall be followed by the contractor.
- Washing Chemicals/ Detergents: The contractor shall be responsible for procurement of all the detergents/ washing chemicals of the specification as per approved washing formula. (only from laboratory tested reputed firms and ISI marked where ever possible). BHEL authorities can make surprises check to verify that items used are as per approved formula and right quantity of these are being used.
- Security and safety: The linen cloth provided to the contractor for washing and laundry services should be safely kept at contractor's place and delivered back to BHEL in time. In case of any loss / damage of cloth, Material or any property pertaining to BHEL, the cost of such cloth / material / property more fully described in scope of work will be recovered from the bills of the contractor. Any loss/ damage to the linen during working process will be indemnified by the contractor, who shall be liable to pay at the rate of existing book value of the lost/ damaged items.
- Quality of washing of linen & its ironing is to be the entire satisfaction of the officer in charge from where the clothes are collected.
- Determination of quality of work/ service. The decision of the Contract Executing Officer/ BHEL with regard of the determining the quality of work Services done by the contractor shall be final and acceptable to the contractor. The contractor shall therefore rectify the defect so pointed out without any extra payment. In case of failure the Contract Executing Officer reserves the right to get the work

/ service so rejected done from some other source at the risk and cost of the contractor. The expenditure so incurred shall be recovered from the pending bills of the contractor or any other outstanding dues or by all parts of the security / other deposits as he may think proper.

- **Penalty:** The contractor shall be responsible for smooth functioning of laundry services and the penalty will be imposed which will be recovered from contractor's bills for unsatisfactory performance of work and supplying of wet linen etc. as determined by the Contract Executing officer. The decision of Contract Executing Officer will be final in this regard.
- The quantities shown in price bid are approximate and liable for variation. The quoted rates should be applicable for additional quantity if any based on BHEL order receipts position and as well as for reduced quantity also. The Contractor is bound to execute the work in the period of contract on the same terms and conditions without any demur. Vendor has to supply required manpower at the same rate, terms and conditions as per BHEL requirement within the contract period.

EVALUATION OF PRICE BID:

i, Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (Grand Total Price for all the items (price bid) indicated above minus tax credit, if, any) ii. 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

ARBITRATION & CONCILIATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

Conciliation clause:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

MSME Supplier

MSE suppliers can avail the intended benefits (Tender documents fee of cost, exemption of EMI) 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-A 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.

Annexure-A

Certificate by Chartered Accountant on letter head

This is to Certify that
M/s.....
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II)
.....dtd:.....

.....Category: (Micro/Small).

Further verified from the Books of Accounts that the investment of the company as on date
..... 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 via 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

The above investment of Rs..... Lacs is within permissible limit of
Rs..... Lacs for Micro/ Small (strike off which is
not applicable)

Category under MSMED Act 2006.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

25.0 DECLARATION BY TENDERER

I, -----, aged ----- Yrs., S/o -----,
residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date :

Place :

Part B- Price Bid

Tender Notice No. HY/MED/HA/WASH/2022/2

Name of Work: Providing Services for washing of Hospital Linen

Sl.NO.	Name of Item	Approx. Quantity (for 12 months)	Rate per item (Rs.)		Amount (Rs.)
			In figures	In words	Approx. Quantity x Rate per item
1	Bed Sheets	11106			
2	Surgeon Gowns	2525			
3	Patient Pyjamas	856			
4	Surgical Towels	7786			
5	Draw Sheets	166			
6	Pillow Covers	5893			
7	Turkish Towels	2052			
8	Doctor Coats	146			
9	Window Curtains	3365			
10	Woolen Blankets	1051			
11	Mosquito nets	8			
12	Patient Coats	1290			
13	Patient Shirts	441			
14	Abdominal Sheets	369			
	Total Amount	In figures			
		In words			

Note:

1. In case any bidders quoting in decimals can quote only up to 2 decimals
2. The prices offered by the bidders are firm during the period of contract
3. G.S.T. as applicable shall be paid extra.
4. The above rate for each item includes the complete scope of work i.e. cist related to collection of clothes from BHEL General Hospital, complete washing process and Laundry services to be done by the tenderer and subsequent delivery to BHEL General Hospital as mentioned in the NIT.

Signature of the Tenderer