

Bharat Heavy Electricals Limited
भारत हैवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration
कॉर्पोरेट कार्यालय

BHEL HOUSE, SIRI FORT, NEW DELHI - 110 049

Tender for

Rate Contract for disposal of daily garbage (both wet and dry)
from BHEL House premises at Siri Fort, New Delhi.

Tender No. : AA:GAX:19:GD:01

Date: 31.07.2019

Last date of submission of Tender 06.08.2019

Time 11:00 AM

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TENDER ENQUIRY

Tender No: AA:GAX:19:GD:01

Date: 31.07.2019

M/s Swati Environmental Group
58A/1, Kalu Sarai, Opp. Sarvapriya vihar,
Hauz Khas, New Delhi-110 016,
Email: swatienvgrp@yahoo.co.in

Submission of tender on 06.08.2019 by 11:00 AM
Due date for opening on 06.08.2019 at 11:30 AM

Sub: Rate Contract for disposal of daily garbage (both wet and dry) from BHEL House premises at Siri Fort, New Delhi

Your most competitive offers are invited, in sealed covers for Rate Contract for disposal of daily garbage (both wet and dry) from BHEL House premises at Siri Fort, New Delhi as per the Scope of Work as below:

1.0 SCOPE OF WORK

Sl. No.	Items Details
1	Disposal of the following items generated on daily basis during normal course of office hours (excluding waste paper from Asiad Office) (A) Dry Garbage: Broken Wooden/Glass/Plastic/Metal, Thermocol, Foam, Rexene, Battery Cells etc. (B) Wet Garbage: Horticulture Waste, Dry leaves, Kitchen Waste, Vegetable waste, Food waste, pantry waste etc. generated on day to day basis such as dry leaves, horticulture waste, kitchen waste, broken wooden, /glass/civil work materials but excluding waste paper from Asia Office.

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2.0 GENERAL TERMS & CONDITIONS

- a) The tender enquiry no. and due date must be legibly super scribed on the envelope.
- b) Tender should be submitted along with the covering letter of the tenderer and each page of the tender document must be stamped and duly signed by tenderer.
- c) Bids with overwriting are liable to be rejected.
- d) Tenders shall be received and opened at BHEL House, Siri Fort, New Delhi on the due date and time as mentioned above in the presence of finance representative and bidders or their authorized representative who may like to be present.
- e) The vendor should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected.
- f) The offer shall remain valid for 90 days' period from the due date of submission of tenders.
- g) If the services of the vendor are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the vendor does not rectify the non-performance notified, within the aforesaid notice period.
- h) The vendor shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed by the vendor.
- i) The complete tender document is available on BHEL website (www.bhel.com) and CPP portal for download. The bidders are requested to quote in the tender documents only, not in their letter head or any other paper. Tenders received in any other format are liable to be rejected.
- j) The successful bidder will have to make arrangement for gate pass coupons in triplicate and get it signed by the security guard daily while taking out the garbage from BHEL House and the same signed coupons must be attached with the bill.
- k) The bidder must submit an EMD of ₹ 5880/- along with the bid in any of the following forms:
 - a. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - b. Electronic fund transfer credited in BHEL account (before tender opening).
 - c. Banker's cheque/Pay order/Demand draft, in favour of BHEL (along with offer).
- l) **Validity of Contract:** The rate contract shall be awarded for a period of one year.
- m) **Security deposit:** The Bidder must deposit the required amount of security within 15 days from the date of issue of Work Order. The EMD shall be converted and adjusted towards

security amount and balance amount to make up security amount may be recovered in any of the following form. The security deposit shall be 5% of the contract value.

- i. Cash (as permissible under the extant Income Tax Act)
- ii. Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v. Securities available from Indian Post offices such as National Savings Certificates,
- vi. 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). Security deposit should be released after three (03) months from the release of final bill.

- n) **Validity of rates:** The accepted rate shall remain firm for the entire duration of contract.
- o) Tenders shall be received and opened on the due date and time as mentioned above and opening will be in the presence of vendor or their authorized representatives who may like to be present. Tenders received after due date & time are liable to be rejected.

3.0 SPECIAL TERMS & CONDITIONS

a) Payment Terms

- i) Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor to BHEL will be paid within 30 days of its receipt and final acceptance of BHEL.
- ii) The 100% payment would be made on the basis of actual number of services provided by the contractor during the month.
- iii) The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- iv) No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

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b) Taxes & Duties:

- i. To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- ii. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- iii. GSTIN of BHEL will be provided to the contractor along with the work order.
- iv. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- v. Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- vi. Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.

c) Penalty Clauses:

The complete garbage (wet and dry) must be lifted daily (Except BHEL holidays) latest by 08:30 AM in the morning failing which, no payment at prorated basis for that particular day will be made. Additionally, ₹ 300/- per day will be levied as penalty and amount will be deducted from the monthly bill. The garbage must be disposed off at the place specially designated by concerned authorities of Delhi Government. Any dispute arising in this regard or any matter related to subject work will be the sole responsibility of the contractor.

The penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The Contractor shall be given 3 days to respond to the levying of penalties and submit representations if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding. The penalties imposed shall be deductible from payments due to the Contractor and/or from the Security Deposit. *In the event the payments due to the Contractor and the security deposit available*


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with BHEL falls short of the total penalty recoverable from the Contractor whether on account of the quantum of loss caused by the workmen of the Contractor or otherwise, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority etc. The amount of loss determined by BHEL shall be final and binding on the Contractor.

- d) **Fraud Prevention Clause:** The bidders along with their associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL Website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

4.0 CONTRACT LAW, NOTICE AND ARBITRATION

4.1 ARBITRATION

- a) 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 of 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/Region/Division 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 New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause 1 above, the Courts at New Delhi 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.

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- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause 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 to 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. 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 a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & 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 in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

4.2 LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

4.3 JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

4.4 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or

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damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

- b) Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

5.0 PROCEDURE FOR SUBMISSION OF SEALED TENDERS

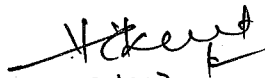
Bids shall be dropped to the Tender Box, kept at Corporate Office Reception, BHEL House, Siri Fort, New Delhi – 110 049, latest by 11:00 AM on or before the due date in single part.

Tenders shall be accompanied with a covering letter giving index interlinking all the documents enclosed and all pages should be signed & stamped and should be as per the instructions given for quoting the bid.

The offer is to be submitted in single part bid in sealed covers prominently super scribed the tender number and due date and time as mentioned in the tender enquiry.

- a. Price bid as per **Annexure – A.**
- b. Acceptance letter/ No Deviation certificate as per **Annexure – B.**
- c. Declaration as per **Annexure – C.**
- d. Letter of Indemnity as per **Annexure – D.**
- e. Vendor's Details as per **Annexure – E.**
- f. Security Deposit Bank Guarantee as per **Annexure – F.**
- g. Complete tender document duly signed and stamped by the bidder.
- h. EMD as per clause no. 2.0 (j).

Clarifications, if any, of Technical /-Commercial nature, can be obtained from the undersigned. Please submit your lowest quotation / offers for the above requirement subject to terms and conditions given above so as to reach the under mentioned on or before the due date mentioned above.


31.07.19.

Bharat Heavy Electricals Ltd
Administration Department
BHEL House, Siri Fort
New Delhi-110 049

विक्रान्त कुमार / VIKRANT KUMAR
उप प्रबंधक / Dy. Manger
HR-ISMG & Corp. Administration
म.स.-आई.एस.एम.जी. एवं कॉ प्र०
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
BHEL House, Siri Fort, New Delhi-110049

Annexure-A

PRICE BID FORMAT

Sl. No.	Items Details	Rate Per Month (₹)
1	Disposal of the following items generated on daily basis during normal course of office hours (excluding waste paper from Asiad Office) (A) Dry Garbage: Broken Wooden/Glass/Plastic/Metal, Thermocol, Foam, Rexene, Battery Cells etc. (B) Wet Garbage: Horticulture Waste, Dry leaves, Kitchen Waste, Vegetable waste, Food waste, pantry waste etc. generated on day to day basis such as dry leaves, horticulture waste, kitchen waste, broken wooden, /glass/civil work materials but excluding waste paper from Asia Office.	
2	GST	
3	Any other charges, if any	
4	Total	

Note:

- (i) The evaluation of tender will be done on the basis of overall cost to company (Inclusive of all taxes and chargers) i.e. Sl.No. 04 in Price Bid Format above.
- (ii) The rates quoted must be inclusive of all taxes and charges, if any.
- (iii) The terms and conditions specified by BHEL in the tender enquiry are acceptable to us.
- (iv) There should not be any over-writing in rates.
- (v) I have read terms & conditions of tender enquiry and have no doubt about scope of work.

Signature
With name, Designation & seal of the firm

H. K. K. K.

Sub: Rate Contract for disposal of daily garbage (both wet and dry) from BHEL House premises at Siri Fort, New Delhi

Acceptance Letter / No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all technical and commercial terms and conditions of the above tender.

Or

We hereby accept all technical and commercial terms and conditions of the above tender except the following:

(Give reference of Para Nos. which are not acceptable, along with the Annexure No. of the relevant document)

- 1.
- 2.
- 3.

Note:

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. _____ dated _____. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL."

Signature

With name, Designation & seal of the firm

Accepted
31.07.19

Sub: Rate Contract for disposal of daily garbage (both wet and dry) from BHEL House premises at Siri Fort, New Delhi.

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

Signature

With name, Designation & seal of the firm

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Annexure-D

Sub: Rate Contract for disposal of daily garbage (both wet and dry) from BHEL House premises at Siri Fort, New Delhi.

LETTER OF INDEMNITY

I/ We Indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed.

Signature

With name, Designation & seal of the firm

H. K. Gupta
31.07.19

Sub: Rate Contract for disposal of daily garbage (both wet and dry) from BHEL House premises at Siri Fort, New Delhi

Vendor's Details

Sl. No.	Vendor's Details	
1	Name of Vendor/ Party/ Firm	
2	Name of Representative	
3	Postal Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	E-Mail address	
8	Web Site Address (if any)	
9	Bank details for payment through NEFT/ RTGS	Name of Bank Branch Account No. IFSC No. MICR No.

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

Signature

With name, Designation & seal of the firm

Handwritten:
 H. K. ...
 31.07.19

Sub: Rate Contract for disposal of daily garbage (both wet and dry) from BHEL House premises at Siri Fort, New Delhi.

SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made thisday of two thousand and by(Bank) herein after called the " The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favour of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi- 110049 through it's office complex at Noida, distt, Gautam Budha Nagar (UP) -201301 herein after called " The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS(herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. dt.....(herein after referred to as "the contract") for the construction of with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.....(Rupees) towards security deposit for due and faithful performance of the contract in the form and manner specified therein .

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....(Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and

expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any

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one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs (Rupees.....). Our guarantee shall remain in force until....., i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

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Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at New Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank

(Signatory No,.....)

WITNESSES

1. Name and Address

2. Name and Address

Notes:

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.

H. K. K. K.
31.07.19,