



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office, BHEL House,
Siri Fort, Asiad, New Delhi-110049
Tele No. 011- 66337438
(Phone), 011-66337428 (Fax)

No. AA: GAX:19:HS:03

Date: 19.08.2019

Submission of tender on 20.08.2019 by 02:00 PM

Due date for opening on 20.08.2019 at 02:30 PM

M/s. Ekta Enterprises
Shop No. 8, A-Block Market,
Near IOC Side II
Sector-55, Noida (U. P.)
PIN-201301

Sub: Rate Contract for washing/dry-cleaning of office clothes at BHEL House, Siri Fort, New Delhi

Dear Sir(s),

We are pleased to invite your offer, in sealed cover for entering into **Rate Contract** for washing / dry-cleaning of office clothes **for a period of three months**. Please quote your rates in the price format enclosed herewith.

Note: Please submit your lowest bid subject to acceptance of our terms and conditions mentioned below. Your offer should reach us on or before the due date i.e. latest by **02:00 PM** on **20.08.2019**. The bid in single part shall be submitted in the tender box installed at gate no. 3 at BHEL House.

TERMS & CONDITIONS:

1. Enquiry no. & due date must be legibly super-scribed on the envelope.
2. Sealed tenders shall be received up to 02:00 PM and will be opened at 02.30 PM on the same day i.e. due date, in the presence of bidders or their authorized representatives whom so ever may like to be present.
3. To ensure the timely service at BHEL House, the bidder shall be DELHI/NCR Based. Delayed quotations are liable to be rejected.
4. **Validity of Contract:** The contract will be valid for the period of three months (from the date of award of work. However the contract may be short closed by BHEL without specifying any reason.
5. BHEL reserves the right to increase or decrease the quantity of each item up to 30 % from the contracted quantity.

Handwritten signature
19.08.19

6. **EMD:** EMD amount of ₹ 1789.00 /- needs to be submitted along with the tender document. 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).

EMD shall not carry any interest. EMD will be retained as part of Security Deposit.

7. **Security Deposit:** The security deposit shall be 5% of the total contract value. The vendor must deposit the required amount of security within 15 days from the date of issue of order. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount of security deposit will be collected in the following form.

- I. Cash (as permissible under the extant Income Tax Act)
- II. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- III. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- IV. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- V. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).


(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).

At least 50% of the required Security Deposit, including the EMD, 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.

8. Cutting / overwriting in the rates quoted, if any, should be countersigned.

9. **Documents Required:**

- I. **EMD** as mentioned in clause no. 6. Tender without requisite EMD will not be considered for further evaluation.
- II. Copy of **PAN Card & GST Registration Certificate** Form duly signed and stamped by the bidder.
- III. Tender document duly signed and stamped **mentioning 'Q' against each items.**
- IV. **NO deviation certificate (Annexure-B)** duly stamped and signed.
- V. **Price Bid in the format attached as Annexure-A**



10. **Submission of Tender:** Tenderer have to submit the documents mentioned in above clause no. 9 putting it in an envelope mentioning tender reference no. on the envelope and bid opening date. Price bid format duly quoted against each items and putting it in the same envelope.
11. **Validity of offer:** The offers submitted by the parties shall be valid for a period of 3 months from the date of opening of bids. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.
12. **Relaxation of Norms for Startups:** - The condition of prior experience {as per clause no. 11 above} is relaxed for all Startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR 2017 or latest version and other DOE-PPD notifications for relaxation norms for Startups issued from time to time. The startups are also exempted from paying of EMD (a PQR criteria as per clause no.7 above).

Bidder who intends to participate as "Startups" company should fulfil all the conditions of Startups as directed by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India and his eligibility shall be valid as on bid closing date. They will also enclose the Certificate of Recognition issued by DIPP.


Further they necessarily have to submit the declaration to the effect on their letter head as prescribed below and have to should be signed and stamped by the authorized person.

DECLARATION IN CASE OF START-UP COMPANIES

We are a "Start-up" company and we are meeting all conditions and therefore eligible as Start-up company as on the date of tender bid closing. We are also enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

13. **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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14. 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 compliant 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.

15. LD & PENALTY

- I. **PENALTY CLAUSES:** 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 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.*


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II. LD/PENALTY FOR DELAY & QUALITY

- a.** The successful bidder shall collect the clothes from the individual seats in our office on the last working day of the week and return the same after proper washing / dry cleaning on first working day of the week. In the event of delay in delivering the washed items on the first working day of the week, BHEL reserves the right to impose a penalty @ ₹ 100/- (hundred) per day. In case of damage/loss of any item(s) the penalty amount shall be the current purchase price of the items(s) plus 10% of the purchase price. However, in case, the delay has been caused due to reasons which are beyond the control of the successful bidder like incessant rains, wet weather conditions etc., BHEL will consider waiver of the said delayed penalty charges. The washing shall be of good quality and to the entire satisfaction of user. No payment shall be made for the items which are found to be of inferior quality. If any item misplaced by the party new item have to be provided by the party or purchase price of the same shall be deducted from his bill.
- b.** If the quality of work is not satisfactory, BHEL reserves the right to impose the LD up to maximum 10% of the contract value.
- c.** LD for delay as well as quality is to be considered in TOTO i.e. total LD shall be 10% of the contract value.
- d.** In case of LD recovery, the applicable GST shall be recovered from the service provider.
- III.** The above are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- IV.** In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- V.** All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL



under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

16. The material shall be collected and returned at our office and no cartage shall be paid by BHEL.

17. ARBITRATION

- I. 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.

- II. 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


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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.

18. 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.

19. 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.

20. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- I. 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 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.

- II. 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.

Thanking you,

Yours faithfully,


(Vikrant Kumar)

Dy. Manager (HR-GAX & I SMG)

विक्रान्त कुमार / VIKRANT KUMAR

उप प्रबंधक / Dy. Manger

HR-ISMG & Corp. Administration

म.स.-आई.एस.एम.जी. एवं कॉ प्रो

भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
BHEL House, Siri Fort, New Delhi-110049

Annexure-A

Price Bid Format

Sl. No.	Description of items	Qty	Rate	Total
			(₹) Exc. GST	(₹) Excl. Tax
1	Car towel / seat cover washing	265		
2	Duster Washing	1119		
3	Sofa / Chair cover washing	3996		
4	Office chair towel washing	2159		
5	Bed / Table Sheet wasing	66		
6	Pillow cover washing	40		
7	Office chair Towel Dry clean	444		
8	Napkin washing	27		
9	Carpet (per Sqft) dry clean	169		
10	Sofa chair cover dry clean	45		
11	Curtain washing per panel	45		
12	Curtain dry clean per panel	45		
13	Curtain washing full size per panel	45		
14	Curtain dryclean full size per panel	45		
15	Apron Washing	15		
16	Bed sheet double washing	24		
Total Excl. Tax (₹)				
GST @ --%				
Gross Total Including Taxes for three months(₹)				

The indicated quantities above are for evaluation criteria only and the BHEL shall evaluate the rates of overall lowest bidder only.

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No Deviation Certificate

(To be submitted along with Part-I Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & condition.

Or

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

- 1.
- 2.
- 3.
- 4.

Signature

With name, Designation & seal of the firm

Handwritten signature
19.08.19