



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office, BHEL House,
Siri Fort, Asiad, New Delhi-110049
Tele No. 011- 66337406
(Phone), 011-66337428 (Fax)

No. AA: GAX:16:MA:101

Date: 15.03.2017

Submission of tender on 04.04.2017 by 11:00 AM

Due date for opening on 04.04.2017 at 11:30 AM

Sub: **Rate Contract for washing/dry-cleaning of office clothes**

Dear Sir(s),

We are pleased to invite your offer, in sealed cover for entering into **Annual Rate Contract** for washing / dry-cleaning of office clothes **for a period of Two years**. 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 **11:00 AM** on **04.04.2017** at the address given below.

Rahul Singh,
Sr. Engineer (HR-GAX)
BHEL, Corporate Office,
BHEL House, Siri Fort
New Delhi - 110049

TERMS & CONDITIONS:

1. Enquiry no. & due date must be legibly super-scribed on the envelope.
2. Sealed tenders shall be received up to 11:00 AM and will be opened at 11.30 AM 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. Delayed quotations are liable to be rejected.
4. The job shall be awarded to the party who shall quote L-1 rates in price format.
5. **Validity of Contract:** The contract will be valid for the period of 24 months (02 Years) from the date of award of work. The contract can be extended further for the period of 03 months from the date of expiry of 2 years contract on the same rates, terms & conditions, if mutually agreed in writing.
6. BHEL reserves the right to increase or decrease the quantity of each item up to 30 % from the contracted quantity.

7. **EMD:** EMD amount of Rs. 12492.00 /- needs to be submitted along with the tender document. The EMD may be accepted only in the following forms:
- Cash deposit as permissible under the extant Income Tax Act (before tender opening).
 - Electronic Fund Transfer credited in BHEL account (before tender opening).
 - Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).

EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. EMD shall not carry any interest. EMD of successful tenderer will be retained as part of Security Deposit.

8. **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.

1. Cash (as permissible under the extant Income Tax Act)
2. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
3. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
4. 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).
5. 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.

9. Cutting / overwriting in the rates quoted, if any, should be countersigned.
10. 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. 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.

11. **Pre-Qualifying Requirement (PQR):**

A) The bidder shall submit required amount of EMD as mentioned above.

B) The bidder should have PAN and Service Tax Registration No.

C) Bidders must submit a copy of tender document duly stamped and signed on each page of tender document and mentioning 'Q' against each items of BOQ items.

D) Bidders have to duly sign and stamp 'No Deviation' certificate as given with tender documents.

12. **Documents Required:**

a) **EMD** as mentioned in clause no. 7. Tender without requisite EMD will not be considered for further evaluation.

b) Copy of **PAN Card & Service Tax Registration Certificate** Form duly signed and stamped by the bidder.

c) Signed & stamped copy of **acknowledgements of IT return** of last three financial years.

d) Tender document duly signed and stamped along with **unpriced BOQ format mentioning 'Q' against each items.**

e) **NO deviation certificate** duly stamped and signed.

13. **Desired Document:** Copies of Work Orders/ award letters along with certificates of successful completion in support of proof of experience for the jobs / services executed by the bidders during last 7 years ending on 31.03.2016.

14. **Submission of Tender:** Tenderer have to submit the documents mentioned in above clause no. 12 & 13 putting it in an envelope and super scribing as Part-I and mentioning tender reference no. on the envelope and bid opening date. Price bid format duly quoted against each items and putting it in separate envelope, super scribing on it as Part-II & name of tender. Both the two envelopes should be put in one envelope on which tender name must be written clearly.

15. **Evaluation criteria:** Papers submitted in Part-I envelop will be scrutinized first. Those who qualified in Part-I bid shall be eligible to perform in Part II bid. The date of opening of Part-II (Price Bid) shall be informed later on. Order will be placed to the bidder quoting lowest price (total price calculated based on quoted rates). There will not be item-wise evaluation.

16. **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.
17. Payment will be made at the end of each month on production of bills duly supported by gate passes. In case of any loss / damage caused to the clothes for any reason, BHEL reserve the right to recover the cost of the lost / damaged cloth and the same shall be deducted from your bill. BHEL shall have the sole discretion to decide the cost of lost / damaged item.
- 18 The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL. Invoice shall be submitted within prescribed time limit. Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.
19. The material shall be collected and returned at our office and no cartage shall be paid by BHEL.

20. ARBITRATION

- a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

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 venue of arbitration shall be at New Delhi.

- 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 Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. 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.

21. 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.

22.1 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.

22.2 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 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.

Thanking you,

Yours faithfully,

(Rahul Singh)
Sr. Engineer (HR-GAX & I SMG)

Price Bid Format

| Sl. No. | Items | Qty. | Unit Rate excl. Taxes (Rs.) | Total excl. Taxes (Rs.) |
|---------|---------------------------------------|------|-----------------------------------|-------------------------------|
| | Regular Items | | | |
| 1 | Car towel / seat cover washing | 4024 | | |
| 2 | Duster Washing | 3717 | | |
| 3 | Sofa / Chair cover washing | 4725 | | |
| 4 | Office chair towel washing | 7188 | | |
| 5 | Bed / Table Sheet washing | 409 | | |
| 6 | Pillow cover washing | 166 | | |
| 7 | Office chair Towel Dry clean | 1624 | | |
| 8 | Napkin washing | 468 | | |
| 9 | Carpet (per Sqft) dry clean | 1272 | | |
| 10 | Sofa chair cover dry clean | 5815 | | |
| 11 | Curtain dry clean per panel | 45 | | |
| 12 | Curtain washing full size per panel | 20 | | |
| 13 | Curtain dry clean full size per panel | 150 | | |
| | Total Excluding Taxes | | | |
| | Taxes if any | | | |
| | Gross Total Including Taxes | | | |
| | Optional Items | | | |
| 1 | Curtain washing per panel | 5 | | |
| 2 | Apron Washing | 50 | | |
| 3 | Bed sheet double washing | 20 | | |

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

Annexure-A

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