



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

No. AA:GAX:MA:14:102

Date : 15.04.2014

Submission of tender on 25.04.2014 by 11:00 AM

Due date for opening on 25.04.2014 at 11:30 AM

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

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 Two years**. Please quote your rates in the price format enclosed herewith.

Note : Please submit your lowest rates in Price Bid Format only (enclosed) subject to acceptance 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 **25.04.2014** at the address given below.

Charanjit Chawla, Sr. Manager (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 upto 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 for the maximum number of items detailed in price format. For the balance items, party will match the lowest rates received.
5. **Validity of Contract:** The rates shall remain valid for a period of Two years or till the extended period of contract with the mutual consent and no request will be entertained for any increase in rates what so ever may be the reason.

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6. **Security Deposit:** The successful bidder must deposit the required amount of security within 15 days from the date of issue of order in any of the following form. The security deposit shall be Rs. 20,000/-.
1. Cash (as permissible under income tax act)
 2. Pay order, Demand draft in favour of BHEL
 3. Local cheque of scheduled banks, subject to realization.
 4. Bank Guarantee from scheduled banks/ public financial institutions as prescribed Performa as per **Annexure 'II'**.
 5. 50% in any of the above forms and Balance 50% shall be recovered by deductions from running bills @ 10% of the value of Security Deposit till full Security Deposit is made up. The validity of the Bank Guarantee furnished towards Security Deposit shall be up to the period of order issued. It may be noted that in no case the security deposit shall be refunded or released prior to passing of final bill.
7. Cutting / overwriting in the rates quoted, if any, should be countersigned.
8. **Penalty Clause:** 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 @ ₹ 200/- (Rupees Two Hundred only) 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.
9. **Evaluation Criteria:** The indicated quantities, as per Price Bid Format (enclosed), are for evaluation criteria only and the BHEL shall evaluate the rates of overall lowest bidder only. However, in order to maintain the status quo of L1 bidder throughout the contract BHEL reserves the right to match item wise L1 rates available in the tender.
10. **Validity of offer:** The offers submitted by the parties shall be valid for a period of 2 months from the date of opening of bids. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.
11. **Payment Terms:** 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.



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

13. 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.

14. 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.

14.1 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.

14.2 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

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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,


15-4-2014

(Charanjit Chawla)

चरनजीव चवला / Sr. Manager (HR-GAX) SHAWLA

वरिष्ठ प्रबंधक / Sr. Manager

एच. आर (जी. ए. एक्स) / HR-GAX

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बी.एच.ई.एल. हाउस, सीरी फोर्ट / BHEL House, Siri Fort

नई दिल्ली-110 049 / New Delhi - 110 049



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Price Bid Format

Sl. No.	Items	Qty.	Unit Rate (Rs.)	Total (Rs.)
1	Towel for office chair- Washing	500		
2	Towel for office chair- Dry Cleaning	50		
3	Big size towel/Seat cover of Staff car Size- 15cmx150cm- washing	500		
4	Staff car curtain washing	20		
5	Sofa/Chair Cover – Washing	500		
6	Bed/Table Sheet (single) (Dispensary) washing	100		
7	Pillow Cover washing	100		
8	Duster washing	1000		
9	Napkin washing	500		
10	Bed Sheet (Double) of Guest House- washing	20		
11	Office Curtain- Washing- per panel	20		
12	Office Curtain- Dry Cleaning- per panel	50		
13	Sofa/Chair Cover Dry Cleaning	500		
14	Towel (small) washing	100		
15	Towel (small) Dry Cleaning	100		
16	Curtain (Full Size) of Guest House- washing- per panel	20		
17	Curtain (Full Size) of Guest House- dry cleaning- per panel	50		
18	Carpet (per sq. ft.)	100		
19	Apron Washing	50		

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Account
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ANNEXURE - II

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,

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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 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 forbear 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.



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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.

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.

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