

Following are general terms & conditions applicable on the contractor while executing the contract:

1. Bidder shall have all pre-requisites such as Labor license, PF & ESI registrations, PAN etc required by the statutory bodies to carry out such business. Documents in support of such prerequisites shall be submitted along with Part – 1 “Techno-commercial bid” of the offer.
  2. Bidder shall deposit tender cost with GST through POS machines installed at various location in BHEL premises or RTGS/NEFT (Bank Details\*\* given below) or through Online E-Payment option available on internet page [www.bhelbpl.co.in](http://www.bhelbpl.co.in) . Receipt shall be submitted along with Part – 1 “Techno-commercial bid” of the offer.
  3. Earnest Money Deposit (EMD) is to be paid by tenderers for securing fulfilment of any obligation in terms of NIT.
    - (a) EMD of amount mentioned in NIT may be accepted only in the following forms:-
      - i. Cash deposit as permissible under in BHEL account (along tender opening).
      - ii. RTGS/NEFT (Bank Details\*\* given below) or through Online E-Payment option available on internet page [www.bhelbpl.co.in](http://www.bhelbpl.co.in) (before tender). Receipt shall be submitted along with Part – 1 “Techno-commercial bid” of the offer.

\*\* Bank Details for NEFT/RTGS-

Name of Beneficiary: Bharat Heavy Electricals LTD.

Name of the Bank: State bank of India

Branch address: HET, Piplani

Account No.: 30855948540

IFSC No.: SBIN0000519

MICR; 462002011
      - iii. Banker’s cheque / Pay order / Demand draft, in favour of BHEL (along with offer).
      - iv. Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institution as defined in the Companies Act (FDR should be in the name of Contractor, a/c BHEL).
- In addition to above, the EMD amount in excess to Rs Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. Bank Guarantee in such cases shall be valid for atleast six months.
- (b) Forfeiture of EMD: 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.
  - (c) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
  - (d) EMD shall not carry any interest.
  - (e) EMD of successful tenderer will be retained as part of Security Deposit.
4. An amount of Rs. 100/- will be charged extra (GST shall be extra) if tender document is sought by post.
5. All the pages of all the annexures, duly signed & stamped shall be submitted along with Part – 1 “Techno-commercial bid” of the offer as their agreement for compliance.
6. It is essential to address all the conditions mentioned in “Pre-qualification Requirement” (Annexure – 2) and furnish legible documentary proof in support, wherever indicated. Failing to comply this shall render the bidder disqualified and their offer shall not be considered for further evaluation.
7. The party must have phone & mobile facility for effective communication during the entire period of contract. The telephone numbers shall be submitted along with Part – 1 of the offer.

8. Price shall be indicated in the Price Format and shall be submitted only in Part – 2 “Price bid” of the tender offer.
9. Statutory minimum wages shall be paid to labors by the contractor as per norms. Statutory minimum wages are as under:

TYPE OF WORKER	DAILY WAGES*
SKILLED WORKER	Rs. 508.20
SEMI-SKILLED WORKER	Rs. 446.59

*\*Varies time to time as per norms specified by BHEL and/or Government.*

*\*\* Minimum wages is including Basic+PF+ESI+contribution to Labour welfare.*

10. Contractor shall be responsible for making payment of wages through Bank before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.
11. Cost of uniform, shoes & supervision charges as applicable shall be taken care of by the bidder in the net contract value.
12. Contributions under various statutes like PF, ESI shall be reckoned as governed by the statutory norms.
13. Bonus: Bonus shall be paid to labors as per Bonus payment act and its amendments.
14. ***Bids lower than the minimum statutory amount shall be rejected.***
15. Cooking & Catering Service of Guest House is of a very critical nature. Hence, maintaining high level of service quality is essential. A rigorous frequent quality audit of the service will be carried out. Any lacuna observed will be communicated in writing to the service provider who will immediately take corrective action such that it would not get repeated. Consistent lapse on the part of service provider in carrying out corrective action may lead to termination of contract without prior intimation.
16. BHEL reserves all right to cancel any or all the tenders without issuing any prior notice or cause.
17. Offer shall be submitted in two sealed envelopes super scribing “Cooking & Catering Service for BHEL Guest House”, Date of bid opening, Bidder’s name and “Part – 1 (Techno-commercial bid)” or “Part – 2 (Price bid)” as the case may be on the sealed envelopes. Both the envelopes shall be submitted in a common sealed envelope super scribing “Cooking & Catering Service for BHEL Guest House”, Date of bid opening and Bidder’s name. Sealed envelope shall be dropped in the tender box on or before due time & date of submission.
18. Contract shall be of One Year from the date of commencement of work. Rates shall be firm throughout the contract period.
19. 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.
20. **In case of tie** – In case of 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.
21. Successful Bidder shall deploy well-groomed and suitable workers for duty at guest house dining halls and for VIP duties.
22. Change in staff (individual) shall have written concurrence of Guest House Incharge after submission and verification of statutory documents regarding qualification, experience, PF/ESI details, police verification etc.

23. Contractor shall ensure that staffs wear clean uniform and identity card. The card shall bear Name, PF No., ESI No. and signature of authorized guest house official. Identity card shall not be transferable.
24. In case of irregularity in services, management reserves right to terminate the contract. The contract terminated thus shall be awarded to the next higher bidder on the same contract value.
25. Contractor shall have to indemnify loss or damage of BHEL property. In case of any theft / damage to the property of BHEL by the staff members, an equivalent amount shall be deducted from the security deposit or penalty shall be levied as decided by the management.
26. **Safety Clause:** Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
27. **Short Closure:** BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.
28. **Risk & cost option:**
- (a) In case of irregularity in services, management reserves right to terminate the contract. In the case of contract termination or back out by contractor, the balance of work shall be executed by other alternate sources at the risk and cost of the contractor.
- (b) If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL
29. Penalty shall be charged upon the Bidder as per Annexure-7.
30. **Arbitration:** The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitration shall be final and binding on both the parties. The venue of the Arbitration shall be Bhopal in India. The award to be given by the Arbitration shall be a speaking award. All question, disputes, differences arising under, out of or in connection with his contract shall be to the exclusive jurisdiction of Bhopal Courts.
31. **Force majeure:** Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control. The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account. Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.
32. Management is not liable to pay anything directly to the staff. Food charges shall be applicable as decided by the management, if availed by staff.
33. Members of the staff shall be interviewed and approved by the management, if decided so.

34. Payment shall be made on monthly basis.
35. Payment will be on actual presence of the workers as per Annexure-4 and on the basis of man day's count and attendance. Guest House management shall reserve rights to deduct the payment in such case.
36. Bill for payment shall be submitted on monthly basis & payment shall be made within 45 days of invoice date in case of MSME and within 60 days of invoice date in case of others. GST shall be payable extra on submitting documentary proof. The payment shall be made on the basis of actual execution of works. Payment shall be made based on actual deployment of manpower as per NIT and deduction shall be made on proportionate basis for non-deployment. Any loss or delay in tax credit due to the reason attributable to the contractor shall be recovered from them along with applicable interest. TDS as per the prevailing GST and Income tax law shall be deducted from bills.
37. **Taxes & Duties:-**Necessary tax deduction at source from supplier's bill will be made as per statutory requirements. Tax if applicable shall be paid extra. Any new tax introduced in future shall be considered as applicable. Any loss of tax credit to BHEL due to the reason attributable to the contractor will be recovered from them along with interest.
- A) Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
- B) HSN Code/SAC, rate of tax under GST and applicable GST (IGST/CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
- C) GST portion of the invoice shall be released only upon:-
- (I) All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
  - (II) Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
  - (III) Receipt of goods/services and Tax Invoice by BHEL and
  - (IV) Confirmation of payment of GST thereon by contractor on GSTN portal.
  - (V) Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
  - (VI) Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- (D) Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
- (E) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.
- (F) Reverse Charge under GST
- (I) In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
  - (II) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.
- (G) Liquidated Damage/Penalty Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

38. Non receipt of payment from BHEL or any other unsettled issue with BHEL or any other entity shall not be a pre-condition for payment of wages. Complaints of short payments and non-payment of wages shall be viewed seriously and may result in cancellation of tender and penal action including blacklisting. Entry with pencil or blank spaces in wage sheet shall not be acceptable. If a contractor has two or more contract, the name of a worker shall appear in only one wage sheet for a given period. Contractor shall make efforts to provide PF and ESI no. of their workers on the wage sheet itself.
39. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities , the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
40. Contractor shall fully comply provisions of various labor laws, government rules & regulations and other enactments as applicable for such contractors.
41. Police verification certificate of the individual staff member issued by concerned authority shall be submitted by the successful bidder within 15 days of receipt of work order. Non-compliance of this clause will lead to penalty as decided by the management.
42. Labor license shall be submitted by the successful bidder, if applicable.
43. MSME benefits will be provided, if applicable.
44. Site Visit Certificate shall be submitted in the prescribed format (Annexure-6) with the tender offer.
45. **Security Deposit:** Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of provisions of the contract.
  - (a) The total amount of Security Deposit will be 3% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
  - (b) The balance amount to make up the required Security Deposit of 3% of the contract value may be accepted in the following forms:
    - (i) Cash (as permissible under the extant Income Tax Act )
    - (ii) Local cheques of Scheduled Banks ( subject to realization)/ Pay Order/ Demand Draft/ EFT in Favour of BHEL
    - (iii) Bank Guarantee from Schedule 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 applicabl, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for collection of interest or renewal of the documents or in any other matter connected therewith)

- (c) At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the 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 payments due to the Contractor.

The recoveries made from the running bills (cash deduction towards balance SD amount) may be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

(Note: In case of (a) small value contracts not exceeding Rs. 20 lakhs or (b) SAS jobs, work can be started before the required Security deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
- (d) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- (e) The Security Deposit shall not carry any interest.

46. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) of 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 shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.
47. **Conciliation clause for conducting conciliation proceedings under the BHEL Conciliation Scheme:** 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. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure----- to this GCC. The Annexure ----- together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.
48. **Relaxation of Norms for MSMEs/Startup:**
- (a) All MSMEs/Startups shall be relaxed with condition of submitting EMD and Tender cost.
  - (b) MSMEs shall be given Fifty percent relaxation in Minimum requirement for Serial number -1 and 2 of Pre-qualification Requirement (Annexure-2 of NIT) on each case basis and MSMEs which are registered as Startup shall be given hundred percent relaxation in providing previous years turn-over and experiences as per Pre-qualification Requirement (Annexure-2 of NIT), subject to meeting of all other quality and technical specification.
49. "BHEL shall recover the amount of compensation paid to victim (S) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- (a) Victim: Any persons who suffers permanent disablement or dies in an accident as defined below.
  - (b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and work incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any work / during working at BHEL Units / Offices / Townships and Premises / Project Sites.
  - (c) Compensation in respect each of the victims:
    - (i) In the event of death or **Permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (Rs. Ten Lakh)
    - (ii) In the event of **Other Permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh)
  - (d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."
50. BHEL CLC Checklist shall be submitted with each bill along with required documents.

--- oOo ---

I declare that I have read the above Terms and Conditions carefully and agree to abide by them.

Bidder's Sign with Seal

## **COMPLIANCE OF STATUTORY PROVISIONS**

Contractor shall fully comply provisions applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

- .. Contract Labour (R&A) Act 1970 and rule 1971.
- .. Payment of Wages Act.
- .. Minimum Wages act 1948, M.P. Rules 1958.
- .. Employees State Insurance Act 1948, Rules and regulation 1950.
- .. Employees Provident Fund Act 1952 and pension Scheme 1955.
- .. Workmen's Compensation Act 1923.
- .. Factory Act 1948.
- .. Maternity Benefit Act 1961.
- .. Equal Emolument Act 1976.
- .. M.P. Shram Kalyan Nidhi Adhiniyam 1982.
- .. Payment of Bouna Act 1963.
- .. Shop & establishment Act 1958.
- .. Inter State Migrant Act.

### **1. STATUTORY REGISTRATIONS AND CLERANCES**

Contractor shall commence the work only after obtaining:

1. Labour Licence.
2. Provident fund code no.
3. ESI code no.
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers in form 13.

### **2. CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT**

1. Employment card as per rule no 76 of Contract Labour (Regulation & Abolition) MP rules, 1973.
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival Holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sunday or on other declared holiday with written permission.
7. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
8. Remit provident found contributions in prescribed 3A & 6A forms.
9. ESI contributions in Form 6.
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipments for his employees,
12. Distribute wage slip each month to his employees.
13. Ensure payment of Statutory Minimum Wages as declared by MP Government through bank account only.
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

### **3. PAYMENT OF WAGES ACT**

1. Those engaging 100 or more workman, should submit or copy of standing orders.
2. Shall comply with the provisions of Factories Act.

### **4. ON COMPLETION OF WORK**

Submit PF & inspection report.

Bidder's Sign with Seal