

GENERAL TERMS & CONDITIONS

Annexure-3

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 . Receipt shall be submitted along with Part – 1 “Techno-commercial bid” of the offer.
3. Earnest Money Deposit (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 (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).
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. 392.00
SEMI-SKILLED WORKER	Rs. 339.00

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

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 i.e. minimum wage, PF, ESI etc., 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 lowest bid is quoted by two or more bidders is equal (tie at L-1). All the L-1 bidders will asked again to submit new price quotation in a sealed envelope which will be opened on the date decided by BHEL at that time.
21. Bidder shall get verified the documents regarding work experience along with the list of names of the staffs, before award of the work.
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. Bidder 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. **Risk & cost option:** In case of irregularity in services, management reserves right to terminate the contract. The case of contract termination or back out by contractor, contract shall be awarded to the next higher bidder. The difference between contract values plus 5% extra shall be recovered from terminated/backed out contractor.
27. Penalty shall be charged upon the Bidder as per Annexure-7.
28. **Arbitration & Conciliation:** All disputes arising in connection with the contract shall be mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitration 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.
29. 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.
30. Members of the staff shall be interviewed and approved by the management, if decided so.
31. Payment shall be made on monthly basis.
32. 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.
33. 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.
34. 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.

35. 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.
36. Contractor shall fully comply provisions of various labor laws, government rules & regulations and other enactments as applicable for such contractors.
37. 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.
38. Labor license shall be submitted by the successful bidder, if applicable.
39. MSME benefits will be provided, if applicable.
40. Site Visit Certificate shall be submitted in the prescribed format (Annexure-6) with the tender offer.
41. "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."
42. **Security Deposit:** The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. At least 50% of security deposit shall be collected before start of the work by the contractor; balance of the security deposit may be collected by deducting from bills.
43. BHEL CLC Checklist shall be submitted with each bill along with required documents.

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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