

## **General Terms & Conditions**

### **1.00 DEFINITION OF TERMS:**

- 1.0.1 The expression 'Owner' occurring in the bid document shall mean Human Resource Development Institute of Bharat Heavy Electricals Limited and shall include its successor and assigns.
- 1.0.2 The expression 'Contractor' or 'Caterer' shall mean the bidder selected by the owner for the performance of the work of Catering & Housekeeping and shall include the successors and permitted assigns of the Contractor.
- 1.0.3 The 'Head of HRDI' shall mean the In charge of the Human Resource Development Institute and shall include any person acting as in charge on his behalf..
- 1.0.4 'Authorised Representative' shall mean any officer / supervisor/staff of the Institute authorised by the Head of HRDI.
- 1.0.5 The 'Work' and 'Scope' shall mean the totality of the work by expression or implication envisaged in the contract and shall include all materials equipment and labour required for commencement, performance or completion of the work incorporated in the bid document.
- 1.0.6 The HRDI shall mean Human Resource Development Institute located at Sector 16 - A, Noida (U.P)
- 1.0.7 The 'Course' shall mean training programmes / seminars / conferences etc. which will be conducted by HRDI from time to time on a residential / non-residential basis.

### **2.0.0 CONTRACTOR'S RESPONSIBILITY**

Notwithstanding anything to the contrary contained in the Tender document, expressed or implied, the contractor shall remain at all times exclusively responsible to provide all materials, manpower and equipment that are needed to ensure that the contractual obligations are fulfilled by the contractor to the satisfaction of the owner.

### **3.0.0 ADDRESSES OF THE CONTRACTOR HIS AUTHORISED REPRESENTATIVE**

- i) The contractor shall give local contact addresses and telephone nos (Including Mobile No.) & email ID of his representatives to the Owner so that intimation is sent to the Contractor without any inconvenience.

ii) The contractor is required to supervise in person all the work and services at HRDI on regular basis as specified elsewhere in the tender document. This is besides any Manager / Supervisor that he has to employ as per the contract.

#### **4.0 .0 PERIOD OF CONTRACT**

The period of contract shall be for two years from date of award of the contract.

#### **5. 0.0 PRICE**

Rates/prices quoted by the bidder for the scope of work covered under respective specifications of this bid document will remain firm & fixed during the entire period of contract.

All the bids will be evaluated on the total value arrived at on the basis of quoted rates for the two services under the bid taken together. Tender document **Instructions to Bidder** may be referred in this regard. In case of mismatch between the total value as indicated by the bidder in his offer and one calculated by the owner pertaining to the two services, higher of the two shall be considered for evaluation purpose and lower of the two shall be taken for the purpose of ordering.

No revision in rates will be allowed. The bidder must take into consideration likely variation in price / cost of articles / inputs and submit his bid accordingly.

The contract shall be in force for the period stipulated in the contract and on expiry thereof it shall be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the contractor shall not have any right, either contractual or equitable, to demand any fresh contract for another term or to continue the same in preference to any other intending agency.

The Contractor shall have no right to sublet the entire work or any portion of the work under any circumstances.

#### **6.0.0 CONTRACT TERMINATION**

Notwithstanding anything contained in other clauses of the bid document, if any time during the period of the contract, it is observed that the services are not being rendered properly by the contractor, the Owner will assesses the position and if he is of the view that the Contractor is not in a position to rendered the services to the satisfaction of the owner, the Owner will terminate the contract by giving a notice period of maximum 30 days without assigning any reason thereof and his decision in this regard shall be final and binding on the contractor.

Upon termination of the contract, the owner shall be entitled, at the risk and expenses of the Contractor, to carry on the services for the balance period of the contract as contemplated in the scope of work through an independent agency and to recover the amount thus incurred from the contractor in addition to any other amounts, compensation and damage that the owner is entitled to in terms of the relevant clauses of the existing contract. The difference between the amount of running the service and the amount actually incurred by the owner for the completion of the entire services for the balance period of the contract and in the event of the latter being in excess of the former, the Owner shall be entitled, without prejudice to any other mode of recovery available to the Owner, to recover the excess from the security deposit or any money which is due to the Contractor.

#### **7.0.0 PAYMENT OF BILLS:**

The Owner shall arrange to make payment of the bills of the Contractor within 15 days of the submission of the bills subject to the acceptance / approval of the bill by the Owner or his authorised representative and subject to the bills being found to be in order. The contractor will submit bills on monthly basis.

The bill for the two types of services shall be raised separately and the bills will accompany the documentary evidences in support of statutory contribution in respect of PF and ESI for the workforce engaged by the contractor.

All payments under or in terms of the contract shall be made in Indian Currency either through e-mode or by crossed 'Account Payee' cheque as per practice of BHEL..

#### **8.0.0 TAXES, LABOUR LAWS AND OTHER REGULATIONS**

- i) The contractor shall be liable to comply with all the rules and regulations in respect of all the labour laws and statutory requirements including safety regulations which are in vogue or will become application in future.
- ii) The contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc. now in force or thereafter imposed, increased and revised from time to time by the Central or State Government or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons employed by the Contractor.
- iii) The contractor shall fully comply with all the applicable laws, Rules and regulations relating to PF. Act. Including the payment of P.F. contributions. Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, C.L.(R&A) Act, Migrant Labour Act, Essential Commodities Act

and / or such other Acts or Laws, regulations passed by the Central, State, Municipal and Local Government agency or authority, including T.D.S. as per I.T Act, applicable from time to time.

- iv) The contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions / obligations. The contractor shall be responsible for maintaining records pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.
- v) The contractor shall bind himself / his executors, administrators and shall indemnify and hold harmless the Owner, in respect of this contract, including all of its claims, damages, proceedings, costs, charges and / or any expenses whatsoever which may be imposed, enforced or brought against the Owner or any of its members, officers, employees for reasons of or consequent upon any breach or default on the part of the contract in respect of violation of any of the provisions of Law / Act Rules or regulations having the force of a law or if any award of decision by any competent tribunal ,court or authority in respect of the workmen or any one employed / engaged by the contractor / sub contractor in connection with this contract. Such indemnity bond has to be furnished / executed on a non - judicial stamp paper worth Rs. 10.00. The cost of such stamp paper, demy paper etc. shall be borne by the Contractor.
- vi) The Contractor shall be responsible for all the claims of his employees and the employees of the contractor shall not make any claim whatsoever against the Owner.
- vii) The Owner shall have absolute right to test, interview, otherwise assess or determine the quality of contractors employees / workers deployed in its premises with regard to capability etc. so as to ensure that such employees / workers are competent , qualified or otherwise suitable for efficiently and safety performing the work covered by the contract. Any employee / worker rejected / not authorised by the Owner shall not be covered by the Contract.
- viii) The Contractor shall engage fully trained and adequately experienced Staff, who are medically fit. They should be free from infectious diseases. The Contractor shall get his employees medically examined once in 6 months and obtain fitness certificates or as instructed by the owner.
- ix) The contractor shall obtain insurance policy of adequate value in respect of his workmen to be engaged for the work towards meeting the liability of compensation arising out of injury / disablement at work.

- x) Under no circumstances the contractor shall employ child labour in any of the operations and comply with the provisions of law/Act/Rules or regulations in this regard.

#### **9.0.0 MISCONDUCT:**

If at any time during performing the contract, the contractor's employees are found to be guilty of misbehavior / misconduct with any officer / staff or with the guest of the owner or his authorised representative, or to be incompetent or negligent in performing his / their duties or if in the opinion of the owner, it is undesirable for such person(s) to be employed by the Contractor in the work at HRDI premises, the Contractor, if so directed by the owner or his authorised representative, shall forthwith remove such persons (s) from the work of the Owner immediately.

The contractor shall keep the Owner indemnified from and against all personal and third party claims whatsoever arising out of any act, of omission or commission on the part of any of the employees of the Contractor, whether committed, omitted or arising within or outside the scope of the contract, as the case be.

#### **10.0.0 CLAIMS BY THE CONTRACTOR:**

Should the Contractor consider that he is entitled to any extra payment or compensation in respect of the work over and above the amount due under the contract or should the contractor dispute the validity of any deduction made or contemplated by the Owner from any bills or any payments due to him in terms of the contract, the Contractor shall forthwith give notice of his claim in writing to the Owner or his authorised representative within 10 (ten) days from the date of the issue of the orders or instruction related to any work. The Contractor's claim for such additional payment or compensation, or happening of other event upon which the Contractor bases such a claim shall give full particulars of the nature of such claim, ground on which it is based, and the amount claimed. No such claim will be entertained by the Owner unless the notice is given by the contractor within the aforesaid time. The decision of the Owner in this regard shall be final and binding on the contractor.

#### **11.0.0 REJECTION OF BID(S)**

The owner reserves the right to reject any or all the bids relating to the work under this Bid Document without assigning any reason whatsoever.

### **12.0.0 CONTRACTOR PERSONNEL REQUIREMENT**

The contractor shall employ one supervisor to look after both catering and housekeeping services. The supervisor should preferably have diploma in Hotel Management or have adequate knowledge and working experience in this field. The supervisor shall be conversant with English and he shall be considered as local representative of the contractor. He will be responsible for managing both the services in tandem and to the satisfaction of the owner.

It is desirable that conference hall attendants, room attendants and dining hall attendants have working knowledge of English.

### **13.0.0 CONSTRUCTION OF CONTRACT**

The contract shall in all respects, be deemed to be and shall be construed and shall operate as an Indian Contract as defined in the Indian Contract Act, 1872 and all payments there under shall be made in Rupees unless otherwise specified.

### **14.0.0 ARBITRATION**

All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the owner or any other person is by the contract expressed to be final and conclusive, shall after written, notice by either party to the contract to the other party, be referred to sole arbitration of the Head - HRDI or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and reconciliation Act, 1996. The parties to the contract understand and agree that it will have no objection if the Head HRDI or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract in the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the Head HRDI or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The arbitrator may from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine. The language of proceedings shall be in English. The law governing the substantive issues between the parties shall be the laws of India.