BHEL-ISG, Bangalore COMMERCIAL TERMS AND CONDITIONS

ENQ NO : 88/19/7015/NIL

PROJECT : HR-REV-PROCM
NAME OF THE WORK : HOUSE KEEPING & MAINTENANCE CONTRACT AT BHEL-ISG FOR 24 MONTHS
ENQUIRY NO. : 88/19/7015/NIL

SL NO.	Clause	BHEL's Requirement	Acceptance / Remarks
1.	**Price Basis**	Firm till completion of job. GST shall be payable extra at actuals.TDS shall be made for IT as per Act. Statutory variation during contract period on the specified taxes considered in the price or imposition of new taxes shall be reimbursed against documentary evidence. Evaluation will be done on "Total cost to BHEL after taking into account applicable taxes and Duties"	
2.	**Taxes**	GST shall be paid extra at actuals. Please indicate your GSTIN No. and SAC Code **BHEL-ISG GSTIN NO.29AAACB4146P1ZB**	
3.	**Terms of Payment**	**PART A:** 100% payment monthly at the end of the month against certification on the invoice by HRM group of BHEL-ISG, Bengaluru for the satisfactory execution of housekeeping & maintenance contract. Payment shall be made within 30days. **PART B:** In case employees on official duty, the contractor shall collect cash from the guest towards catering only and obtain signature of guest on all the bills towards lodging. In case of employees and other guests on personal duty entire expenditure towards Catering and Lodging shall be collected in cash. Collected cash in latter case shall be deposited with BHEL-ISG Officials stationed at the transit flats, with paper works. In case Company's Guests, the contractor shall raise bill for boarding part alone and get the same signed by the guest and claim it for reimbursement from BHEL-ISG along with other bills to be submitted by the contractor once in a month **Please refer General Terms & Conditions (page No.01 to16) in detail. Contractor has to accept food Rate as mentioned in Page 15 to 16 of General Terms & Conditions.**	
4.	**Contract Schedule**	**24 Months from the date of commencement.** The Company reserves the right to extend the period of contract for a further period of one year on terms mutually agreed upon. BHEL reserves the right to short close the Work Order without assigning any reason thereof.	
5.	**Pre-Qualification Requirements**	**Please read the following documents thoroughly and carefully:** **1) General Terms & Conditions (Page No.01 to 16)**	

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		2) Part "A" Pre-Qualification Bid (Page No.01 to 05) **All Documents relating to pre-Qualification requirements, i.e. financial turnover, experience for works executed etc. as mentioned in the above documents should be invariably enclosed along with Techno commercial bid i.e. Part 1 Bid If you are not qualifying the PQR, you offer will be rejected.** **All the pages of Tender documents are to be signed by the Proprietor / Authorized Representative**	
6.	**Rejection of offer**	BHEL Reserves the right to reject the offer, in case the bidders past performance in any of the BHEL's previous contract is not found satisfactory.	
7.	**Earnest Money deposit**	**EMD is to be paid by tenderers for securing fulfillment of any obligations in terms of the NIT.** **EMD of Amt Rs 62,598/- to be remitted to BHEL A/c with following details and copy of receipt to be enclosed in the Techno commercial bid i.e. Part 1 bid:** **NAME OF THE SITE /DIVISION: BHEL ISG** **NAME OF THE BANK : ICICI BANK LTD.** **BRANCH : ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025** **PHONE No. OF BANK : 022-28308110** **BRANCH CODE : 0002** **BRANCH IFSC CODE : ICIC0000002** **ACCOUNT No. : 000205003783** Offer shall be liable for rejection, in case NO EMD is remitted in BHEL A/c as above. **PROOF OF AMOUNT CREDITED INTO BHEL A/C HAS TO BE ENCLOSED IN**. The 'EMD' by the tenderer will be forfeited as per NIT conditions if: o After opening the tender & within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. The contractor fails to deposit the required security deposit or commerce the work within the period as per LOI/Contract.	

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		o EMD by the tender shall be withheld in case any action on the tenderer is envisaged under the provisions of extent "Guidelines on suspension of business dealings with suppliers/ contractors" and forfeited/released based on the action as determined under these guidelines. The EMD shall be returned within 15 days of acceptance of award of Work by successful renderer. EMD shall not carry any interest.	
8.	Security deposit	Security deposit Means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract. 1) The total amount to 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. **2) <u>Modes of deposit</u>**: The balance amount to make up the required security deposit 5% of the contract value may be accepted in the following terms.	

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		i) Cash (as permissible under the Income Tax Act) ii) Local cheques of scheduled banks, subject to realization. /pay order / Demand draft / Electronic Fund Transfer 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. (The FDR should be in the name of the contractor, A/C BHEL) v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Held in the name of contractor furnishing the security and duly enclosed/hypothecated/ pledged, as applicable, in favour of BHEL). **NOTE:** (BHEL will not be liable or responsible in any manner of the collection of interest or renewal of the documents or in any other matter connected therewith).	
9.	**Liquidated Damages**	Commencement: Any delay in commencement shall attract LD @ 0.5% per week of delay on total order (basic) Value, subject to a ceiling of 10% on total order(basic) value. Others : Shall be as per NIT of BHEL-ISG, HRM Department against non-performance, delay breakages, damages, attendance etc.,	
10.	**Micro & small enterprises**	If your firm falls under the category of Micro and small Enterprises, Kindly enclose MSE certificate. Vendors having valid MSE certificates, Benefits will be given as per extant Government rules/Guidelines. If it is registered under SC/ST category, kindly indicate & furnish necessary documents as proof .	
11.	Arbitration	As per attached Annexure BHEL Commercial terms & conditions	

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12.	Risk Purchase clause	In case of default / late commencement, purchaser reserves his right to make alternative / arrangement / Procurement at supplier's / Contractor's Risk & Cost along with BHEL Handling charges @ 15%. **Please read Risk Clause of General Terms & Conditions (Page No.12 of 16) in detail.**	
13.	Validity of offer	90 days from the date of Technical bid opening.	
14.	Other Terms	Please submit your quotation as per our enquiry confirming all points in the item description otherwise your offer may be rejected. In case the terms and conditions are not accepted your offer is likely to be rejected. Confirm terms & conditions as per our requirement. Contractor has to comply all statutory requirements like Minimum Wages, ESI, PF etc. as enumerated in page No.09,10 & 11 of 11 of 1-16 of General Terms & Conditions. Please refer Calculation sheet for standard wages enclosed with General Terms & Conditions. **Please submit your offer in two parts**: **Part-1, TECHNO COMMERCIAL BID:** The part shall contain (a) Per-Qualification Requirements related documents (b) Proof of remittance of EMD (c) Commercial Terms & Conditions (d) General Terms Conditions (e) Un-priced bid format (f) Deviation format (g) Annexure to Arbitration clause (h) Loading factor etc. **Part-2 PRICE BID:** Please submit in separate sealed envelope super scribing as "PRICE BID" Please submit your Technical bid along with BHEL enquiry commercial terms 7 conditions accepting all the clauses un priced format in a sealed in envelop super scribing as technical bid. Please refer standard wage calculation sheet (enclosed in General terms & conditions) for reference. Minimum wages of the personnel, ESI, PF and any other statutory requirements shall be ensured. Scope of work as per General terms & conditions.	
15.	ECS Payment	Payment will be made by e-payment only and for which the vendors are to provide the following information along with their offers in their letter head duly signed. Information to be provided BANK NAME, BANK ADDRESS, BANK PHONE,IFSC CODE (NEFT), BANK ACCOUNT NO,PAN NO.,GSTIN NO, E-MAIL ID in format duly authenticated by Bank official and signed authorized representative of Company/vendor.	
16.	Bill Submission	1) All your invoices against our order are required to be sent in a sealed envelope addressed to: BHEL – ISG VENDOR BILLS BOX, BHEL – Industrial Systems Group, Opp.IISc, PROF. CNR RAO CIRCLE, MALLESWARAM, BANGALORE – 560 012.	

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		The envelope shall be super-scribed with W.O No., and the Bill / Invoice numbers & Contact person. 2) Bills / invoices which are brought personally by vendors to ISG are to be dropped in the "BHEL-ISG vendor bills Box" kept near Tender Box at the Reception Office.	
17.	Termination of Agreement	BEHL Shall reserve the right to terminate the agreement by giving Three calendar month's notice in writing.	
18.	Type of contract	Rate contract.	

Name & Signature of the contractor :

Contact No. :

Company Seal :

Note: Duly complete the remarks column and enclose along with your "Technical Offer:

Annexure-GST

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For supplies and services after implementation of GST i.e. after 01.07.2017, the following conditions will apply and supplier/ contractor shall fully comply to the below points.

Indigenous suppliers:

1. Vendor shall have a valid GST registration. If any specific exemption is available, a declaration with due supporting documents needs to be furnished.

2. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.

3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

5. All documents like Mill Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

8. This is to inform that GST portion of invoice, Shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. -

   Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

9. That in case vendor delays Declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.

10. Anti-profiteering clause:

    GST law has a provision that any reduction of rates in GST or the benefits of ITC shall be passed on to the recipient by way incommensurate reduction in price of goods/services. Hence, Bidder to ensure that benefit of reduction of rates in GST and benefit of ITC are being passed on by way of commensurate reduction in price of goods/services including capital goods.

    Such benefit would accrue to vendors/contractors due to availability of ITC for inter state Supplies under GST which was not available in existing law due to CST credit not being available or ITC reversals under existing law for stock transfers, ITC reversals under Existing law on account of common credit etc. Further any element of taxes like Excise, VAT, CST, Service Tax, WCT, Entry Tax etc which are embedded into price of goods/services under contracts/PO/WO placed on vendors/contractors under existing law shall also be taken into account for working out the benefits and for seeking price reduction from contractors/vendors.
