

BHEL, Corp. R&D, Hyderabad

Notice Inviting Tender for job Contract for sanitation and mechanized cleaning of Toilets and wash rooms in BHEL R&D Complex for a period of two years.

Technical Acceptance Criteria:

- a. The Contractor shall have to obtain labour license (as on date - if the number of workforce deployed is more than 20) from appropriate government by taking up the works on contractual basis under Contract Labour (Regulation and Abolition) Act-1970 and submit the copy of licence to BHEL immediately. No contractor to whom Contract Labour (Regulation and Abolition) Act-1970 applies shall supply or engage contract labours in the establishment or undertake or execute the work through contract labour without a valid labour licence. In case the number of workforce desired to be deployed by the contractor against the contract during execution exceeds the number of workforce allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforce.
- b. The Contractor should have valid Income Tax PAN Card. Documentary proofs / Xerox copies are to be enclosed along with the Technical Bid.
- c. The Contractor should have valid GST registration number (If applicable) and the same to be enclosed with the Technical Bid.
- d. Copy of PF Registration certificate
- e. Copy of ESI Registration Certificate

The Undertaking (Annexure: II) on the Letter Head of the Contractor, on the following shall also be submitted along with tender document stating that the Contractor will abide by all the laws of land relating to employment of labour for which BHEL will not be responsible.

Other Conditions/Instructions:

- a. The Contractor finalized for the works will have to commence the services on the Date finalized by BHEL which shall not be more than One month from the acceptance of offer.
- b. Before submitting the offer as above, the Contractor, if desires, may visit the premises in order to assess the requirement.

BHEL may at its sole discretion, reject any tender / application without assigning any reason whatsoever.

Terms & Conditions

1. Scope of Contract:

Contract for sanitation and mechanized cleaning of Toilets and wash rooms in BHEL R&D Complex for a period of two years at Bharat Heavy Electricals Limited, Corporate R&D Division, Hyderabad.

2. Item Specifications:

SI No	Descriptions	BHEL Specifications
1	Sanitation & Cleaning of Total No. of 72 Toilets having WCs/ ICs pans:158, Urinals:137, Washbasins: 220, Mirrors: 165	Cleaning of all Toilets and washrooms/wash basins/ urinals/ mirrors etc., to be done twice a day i.e. once in the early morning, and once in the afternoon with all necessary cleaning chemicals (without Environmental effects) and scrubbing (Single Disc. Scrubbing machine with brush) & high pressure steam (Hydro Jet) and deodorising agents like Odonil so as to maintain the mentioned toilets in a clean and hygienic manner with a pleasant odour
2	scope of contractor	Necessary skilled Man power (male and female), Material, Machinery and Accessories shall be provided by the Contractor for the above mentioned work. Only water and Electricity facility will be provided by BHEL
3	All Statutory requirements under State/Central Government like PF, ESI, admin charges, Bonus etc., are to be fulfilled by the Contractor only and Certificate of compliance is to be produced to BHEL at the end of each month of operations and monthly wages have to pay on time	Vendor should submit indemnity bond for statutory benefits
4	Safety and Health precautions while operating/ using Machinery have to be observed and necessary protective clothing and Uniform, shoes, socks and breathing equipments to protect the workmen engaged in the process of cleaning has to be ensured by the Contractor	In case of Non Compliance of Health and safety provisions under labour laws, the Contractor will be held sole responsible for any loss to the Company
5	An Exclusive Supervisor shall be kept for Supervising all the activities of sanitations and cleaning of above mentioned quantities of washrooms/toilets etc., in BHEL R&D Complex	An Exclusive Supervisor, fully skilled in handling mechanized cleaning activities, shall supervise all daily activities of sanitation mentioned above and communicate/report to the concerned Officer, Corp R&D, BHEL promptly

3. General Specifications:

Sl No	Descriptions	BHEL Specifications
1	Other Terms and conditions	1. Admin. Dept. will issue instructions to all labs & departments intimating the scope of work. 2. Mechanized cleaning of all washrooms to be supervised by concerned administration department employee along with contractor supervisor and signature of the administration department employee will be submitted to that effect with details of lab/department, date of cleaning. 3. Details of sanitary items/chemicals supplied by the contractor on monthly basis shall also be maintained and security stamping to that effect be maintained subject to actual consumption certified at entry gate 4. Provision of yearly uniform, Shoe/socks/cap/badge by the contractor to be certified by the administration department as they are being taken as separate items of cost and will be reimbursed as and when provided.
2	List of Machine / Material	As per Annexure I
3	Performance related penalty clause	BHEL reserves the right to make deductions from monthly bills and impose penalty of Rs 100 per day per toilet/washroom if the performance is not found satisfactory

4. Specifications of Manpower Unit to be provided:

- a. The contractor to provide Eight (08) units of unskilled and One (01) Skilled personnel. Each unit to be engaged in a shift of eight (08) continuous hours for above mentioned works.
- b. The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.
- c. The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- d. The contractor should ensure that all the contract labour posted on the works shall perform duty maintaining integrity, orderliness and discipline.
- e. The contract labour posted shall be supervised by the contractor/contractor nominated supervisor as per the requirements during conduct of work at site.
- f. The Contractor shall ensure maintenance of daily Attendance and all other Registers/ records as per the requirement of BHEL R&D.
- g. The Contract Labor shall be suitably qualified to operate and carry out the work as mentioned in item specifications.
- h. The parties, if mutually agreed upon, may extended the period of contract in parts or full for a maximum period of up to one-year subject to performance of the contractor as certified by officer in-charge.

- i. The contractor shall ensure that his employee will follow and comply with all BHEL discipline and safety rules, relevant provision of applicable law pertaining to the safety of workmen, plant and equipment as may be prescribed from time to time without any objection or contest or reservation. In case of any difference between statutory requirement and BHEL Safety Rules referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

5. Awarding of Contract:

Contract will be awarded on fulfilling the rules and regulations of the BHEL

6. Contract period:

The contract execution period will be for **Two years** from the date of commencement of Contract.

7. Payment Guidelines

- a. Price quoted by the bidder should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Overheads, Profit Margins, Conveyance Charges, Statutory Requirements / Obligations like variable DA, minimum wages , bonus etc., Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services. Quoted price by the bidder must keep in view the prevailing applicable minimum wages of the Telangana Government. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc. in the quoted price.
- b. While quoting the rate, the tenderers are advised to take note of BHEL Fair Wages i.e. State Govt. minimum wages plus BHEL additional payments.
- c. The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.
- d. Contractor shall submit the bills to BHEL as per the actuals units (as mentioned in Price Bid) consumed, latest by the 5th day of each month. BHEL shall release the payments, on calendar month basis, through NEFT within 30 days from the date of submission of bills.
- e. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries sought by BHEL will be settled by the Contractor.
- f. The Contractor will have to intimate the bank account number and other details of the bank to enable BHEL to credit the payments into the account. No interest shall

be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

- g. While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- h. While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% for EPF incl. EPS) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.
- i. The Contractor shall positively make the payment of the wages to his employees on or before 10th of every month and should **NOT depend on BHEL payment** for this. However, no interest payment shall be made for delay in making payment.
- j. The Contractor shall submit the monthly bills along with following documents: Separate E-Challan in proof of depositing the salary into the Bank Accounts of personnel deployed, Salary / wage register reflecting PF & ESI etc. deductions, **GST Payment certificate, Employee' State Insurance Corporation (ESIC) Contribution, proof of depositing of amounts towards PF, etc. in respect of Labor deployed at BHEL offices only.**
- k. All Invoices shall indicate Letter Order number for processing payment.
- l. All payments shall be released by RTGS/NEFT as per Contractor's bank details within 30 days of receipt of bills/ Invoices.
- m. No advance will be paid for the Contract by BHEL.
- n. Two copies of INVOICE with original signature to be submitted every Month on completion of work.
- o. BHEL will not be responsible for payments other than the mentioned in Price Bid. Contractor shall be responsible for payment of gratuity and other statutory payments as per labor laws.
- p. The Contractor should also ensure that the Statutory Dues as per the existing provision of various Labor Laws, Rules and regulations, issued from time to time, (like ESI/PF, etc.) are deposited within the specified period to the concerned Government authorities. All payments of these statutory dues in respect of deployed in BHEL are to be settled by Contractor and BHEL shall in no manner be responsible for any dispute in this regard. Any statutory variation in the rates of said deposits shall also be admissible during the tenure of the contract. Further, the Contractor shall submit the evidence of deposit of EPF / ESI on monthly basis during the course of the contract.
- q. No price variations in the Rates as agreed upon will be allowed during the period of Contract except the increase/decrease of DA/minimum wages due to revised wages as declared from time to time by the State Government and whenever the GST/or any other statutory payments are revised by the Government.
- r. Service charge % shall be firm till completion of the contract including extended period of 2nd spell.

- s. Service charge % shall be firm and do not vary even in case of deviation of individual items or whole contract on excess as well as on lower side
- t. Gratuity-The contractor shall be liable for payment of gratuity under payment of gratuity act 1971 and the amendments/rules made there under.

8. Procedure for Submission of Bills by Contractor:

- a. The Contractor shall submit the GST compliant invoice to BHEL along with the copy of ESI/EPF Challan & ECR (separate EPF-ECR reflecting names of only those Workforce who are deployed at BHEL premises only) of preceding month generated by EPFO /ESI IPortal/authorities, Wage Register (Form B), i.e. the details of payment of wages to Workforce of the month for which services were provided at BHEL premises & proof of payments (NEFT/RTGS/Bank Statement etc.), Attendance Register (Form D) / system generated Attendance Sheet and any other documents sought by BHEL which will be for the purpose of ensuring that Contractor has complied with all the statutory requirements.
- b. Contractor also have to give undertaking after each month that not only wages have been disbursed but also they have paid their contribution towards ESI & EPF Schemes (with the proof of deposit) and complied with all the Acts (as applicable) which shall be mandatory before the bills are cleared. The EPF-Challan shall be verified/authenticated online through EPFO Portal with the help of TRRN No. by the respective concerned BHEL Unit/ Department.
- c. On receipt of the bills/invoices along with all the supporting documents, BHEL will verify the bill(s) on the basis of actual number of workforce deployed by the Contractor during the month for providing agreed services in line with contractual terms & conditions. The Contractor shall be responsible for providing all statutory benefits to the personnel employed by him including weekly off day(s), National Holidays, PF, ESI, Bonus etc.
- d. The tenderer will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers.
- e. UNIFORM: The contractor has to ensure that uniform and turnout of the workforce shall be smart and proper at all times. Thus, it will be the responsibility of contractor to provide adequate uniform and protective clothing items to all workforce deployed by them. It is also to be noted by the contractor that since BHEL is making payment of uniform allowance to the Contractor, BHEL reserves the right to check the same. The contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the workforce deployed by him and details of the same have been appended below. The uniform shall not be similar to any color/ pattern prohibited by any existing law in force in the country. The Contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the Contractor.

9. Termination of Contract

- a) In case, the services rendered are found to be unsatisfactory, BHEL reserves the right to terminate the services of the Contractor at any point of time, without assigning any reason.
- b) The contract can be terminated by giving one-month notice in advance by any party. No Notice will, however, be required if the contract comes to end on the specified period and it will stand automatically terminated.

- c) The contract may be terminated by BHEL, in case the Contractor fails to fulfill the terms and conditions of contract agreement by giving one-month notice.

10. Legal Conditions:

- a) The information gathered by outsource staff during course of their work shall not be divulged to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Contractor as well as the person concerned liable for penal action under IPC, Cr.PC or any other relevant provision besides, action for breach of contract.
- b) The Contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages payable to all workers under the Minimum Wages Act, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it at BHEL premises. BHEL shall have no liability in this regard.
- c) The Contractor shall also be liable for depositing all statutory payments etc. on account of service rendered by it to BHEL, to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
- d) The Contractor shall maintain all statutory registers under the Law. The Contractor shall produce the same on demand, to the concerned authority of BHEL or any other authority under Law.
- e) The Tax Deduction at Source (TDS) shall be done as per the provisions of income Tax Act Rules, as amended from time to time and certificate to this effect shall be provided to the Contractor by BHEL.
- f) The Contractor should arrange for all required permits, licenses, etc., at his own cost.
- g) In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get self-reimbursed out of the outstanding bills to the extent of the loss or obligation in monetary terms.
- h) BHEL reserves the right to withdraw / relax any of the terms and conditions mentioned, so as to overcome the problem encountered at a later stage.
- i) In case of the death of contractor (under proprietorship), without prejudice to any of the rights or remedies under the contract, BHEL shall have the option of terminating the contract without compensation to the contractor's legal heirs/ successors.
- j) In case of violation of any legal and/or contract stipulations, BHEL reserves the right to terminate the contract and forfeit the Security Deposit under the contract in addition to recovery of the monetary impact due to such violation, if any, from any of the payable amount under the contract or any other contract with BHEL.
- k) RECOVERY FROM CONTRACTOR: Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions
- l) All the statutory requirement under the
- Minimum Wage Act 1948
 - Factories Act 1948
 - Payment of Wages Act 1936

- EPF Act and MP Act 1952
- Payment of Gratuity Act 1972
- ESIC Act 1948
- Contract labor (R&A) Act 1970
- Payment of Bonus Act 1965
- Workmen Compensation Act 1923
- Income Tax Act,
- GST Act,
- Industrial Dispute Act 1947 and the other applicable acts and rules there under shall be complied by the contractor and notification issued in relation to the employment of his employees issued from time to time by the concerned authorities. Any penalty or demands by the statutory authorities for non-compliance of any of the applicable laws shall be the responsibility of the contractor.

m) **REGISTERS AND RECORDS AND COLLECTION OF STATISTICS:** All registers and other records required to be maintained under various Labour Laws Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of fifteen kilometres. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to contract labour at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below, may be used with the previous approval of the Competent Authority in order to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder for any other laws or regulation or in cases where mechanized pay rolls are introduced for better administration.

Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:

- i. Employee Register in FORM- A.
- ii. Wage Register in FORM- B.
- iii. Register of Loan / Recoveries in FORM- C
- iv. Attendance Register in FORM- D.
- v. Employment Card in FORM – XII
- vi. Copies of Wage Slips in FORM – XIX.
- vii. Copies of Half-Yearly Returns in in FORM – XXIV.

Employee State Insurance Act, 1948:

- i. Register of employees in FORM-6
- ii. Accident Book in FORM-11

Employees Provident Fund & Miscellaneous Provisions Act, 1952:

The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPD Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

The Payment of Bonus Act, 1962:

- i. Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM- C.
 - ii. The contractor shall send a return in FORM – D to the Inspector so as to reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.
- n) The contractor will be liable to ensure that the contract laborers engaged are physically and mentally fit and do not have any criminal record and such employees possess the requisite skill proficiency, qualification, etc. The credentials of the contract labor employed against this contract shall be verified by the contractor.
- o) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- p) The bidder along with its associates/ collaborators/ sub-contractors/ sub vendors / consultants / service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
- q) The above guidelines are only suggestive and not exhaustive. The contractor will have to comply with all applicable statutory provisions, as applicable under extant legislations/ rules.

11. Arbitration

In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties 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 matter, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Company).

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 Hyderabad.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Dept., 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, Dept. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such Secretary when so authorized 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.

12. Laws Governing the Contract

The Order/contract shall be exacted 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.

13. Jurisdiction of Court

Courts at Hyderabad shall have jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

14. Default / Breach of Contract, Insolvency and Risk Purchase

If the Contractor fails to provide the required services as per the contract or fails to deliver the services within the period (s) fixed for such delivery or delivers services 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 services covered by the Letter Order / Contract Agreement 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, or commits any breach of the Order / Contractor being an individual or if a firm or 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 (Service Provider) being a company is wound up voluntarily or by order of 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 purchases 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 or 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, services 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.

The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract Agreement, which shall be executed between the successful bidder and BHEL.

The Contractor will be abiding to execute the work assignments on works contract basis strictly in accordance with the terms and conditions of the tender documents. The Contractor will be responsible for the quality of the works and will immediately rectify the deficiency pointed out in the works performed.

Cost of the purchases / Services made by the Purchaser 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 Services so purchased / hired.

15. Rules to be observed (while inside BHEL Premises):

- i. BHEL is a no-smoking zone. This rule shall be observed by all workmen at all times while inside BHEL.
- ii. Workers shall not indulge in gambling or consumption of liquor while inside BHEL.
- iii. No workmen shall enter BHEL in inebriated condition.
- iv. Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act and BHEL Rules and regulations.

16. Guidelines for Statutory Payments

- a. Daily wage rate is exclusive of holiday and leave wage.
- b. Wage rate w.e.f. 01.10.2021 (include min. wage, DA & addl. Payment by BHEL), please refer price bid format.
- c. The contractor shall remit PF @ 13.00 % (12% PF + 1% Admin charges), ESI @ 3.25% contribution along with employee's contributions. The PF at 12% & ESI at 0.75% respectively on the daily wages are to be deducted as employee's contribution. The contractor shall remit the above contribution along with employee's contribution to PF & ESI department and file monthly returns by 15th of every following month.
- d. Bonus @ 8.33% (on Basic + DA as per Telangana Gazette)) to be paid by the contractor.
- e. It is once again reiterated that all the contractors shall also provide Uniform, Safety Shoes and other Personal Protective Equipment (PPEs) as required to their workforce and maintain all registers and records up to date.
- f. The Contractor shall provide two pairs of stitched Uniform to each of his workmen and safety shoes as specified by BHEL. The Contractor is required to submit proof of

expenditure incurred and acknowledgement from his workmen for providing stitched uniform.

17. Contractors Obligations

Towards selection, control and supervision of employees

- a) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- b) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.,
- c) Contractor to maintain appropriate records of his employees deployed to carry out the works.
- d) 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 person 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 works 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 works/ during working at BHEL units/offices/townships and premises/Project sites.
 - c. Compensation in respect of 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 further permanent disability: Rs 7,00,000/- (Rs Seven Lakh).
 - d. Permanent Disablement: A disablement that is classified as permanent total disablement under the provision to section 2 (i) of the Employee's Compensation Act 1923.
- e) Death cum Accidental Insurance Policy: The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of ₹5.00 Lakhs per individual. The sum assured (₹5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay ₹5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a yearly cover, offering accidental death & disability on account of an accident. The Contractor will be

responsible to pay the premium for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above mentioned insurance scheme at all times during the validity of contract.

- f) Contractor will ensure that the works is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the works nor shall sub-contract the works without prior written permission.
- g) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- h) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- i) BHEL reserves the right to increase or decrease the number of Labour at the same rates and terms and conditions of this contract during the contract period.
- j) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues required.
- k) The Contractor shall be required to issue monthly Wage slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage for the previous month/current month have been issued by the contractor to all their workmen". Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL Corp R&D HYD -93 before submitting Claim for refund of Security Deposit for the respective years.
- l) Contractor to provide PF Pass Book to his employees and ensure payment of PF under EPF & Telangana state Govt.
- m) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI Membership No. /Card of each employee.
- n) The Contractor shall comply with all the guidelines, rules and regulations of statutory requirements under Labor Laws/ Rules/Regulations/Notifications in relation to the employment of its personnel from time to time.
- o) The Contractor will also keep watch on their labor and will be held liable for any pilferage/ Loss to the Company by their labor.
- p) In case of misconduct by any of the employee of the Contractor, the matter shall be reported to the Contractor in writing, who shall take immediate action under intimation to BHEL.
- q) In case of theft or loss of property due to negligence or carelessness of employee/labor, the Contractor will be responsible and shall make good the BHEL's loss.
- r) The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- s) The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and

take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.

- t) The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- u) The Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time as per the Gazette of Telangana Government on or before 10th of every month irrespective of bill payment by the Company.
- v) The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- w) BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the work is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the works nor shall subcontract the works. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to Work Order issuing authority. Any complaints received regarding workforce exploitation (i.e. noncompliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.
- x) Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.
- y) The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.

- z) CHARACTER VERIFICATION: The contractor should get the character checked of all the workforce deployed by them at the work premises, before engaging & deploying them in BHEL premises. The contractor needs to provide to BHEL a declaration to the effect that there is no case with the Police/Court/Regulatory authorities against their employee.
- aa) CARE & TREATMENT: Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. Adequate arrangement shall be made for immediate recoupment of the equipment when necessary. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. First Aid Facility should be provided & maintained by the Contractor so, as to be readily accessible during all working hours. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.
- bb) The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL.
- cc) Contractor has to ensure that the labours employed under him are following the COVID related protocols as per guidelines issued by State / Central government authorities from time to time. Contractor has to provide necessary sanitiser, soaps etc., (cost to be borne by contractor) to his labour to maintain their hand hygiene. In case a contract labour has comes into contact with Covid-19 suspect / positive person or develops any symptoms, contractor has to inform the same immediately to the respective Engineer-in-charge.
- dd) The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.

Terms & Conditions

1. Contractor Service Charges & GST as applicable shall be payable extra.
2. Bonus shall be payable as per payment of Bonus Act 1965 as amended from time to time.
3. Contractor shall submit the bills to BHEL latest by the 5th day of each month. BHEL shall release the payments, on calendar month basis, through NEFT within 30 days from the date of submission of bills. The Contractor shall positively make the payment of the wages to the Labour / supervisor on or before 7th of every month. However, no interest payment shall be made for delay in making payment.
4. The monthly Contractor service charges shall remain firm during the contract period including the extended period, if any.

5. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by BHEL besides annulment of the contract.
6. The Contractor should also ensure that the Statutory Dues as per the existing provision of various Labour Laws, Rules and regulations, issued from time to time, (like ESI/PF, etc.) are deposited within the specified period to the concerned Government authorities. All payments of these statutory dues in respect of deployed in BHEL are to be settled by Contractor and BHEL shall in no manner be responsible for any dispute in this regard. Any statutory variation in the rates of said deposits shall also be admissible during the tenure of the contract. Further, the Contractor shall submit the evidence of deposit of EPF / ESI on monthly basis during the course of the contract.

(To be submitted on the Contractor's Letter Head)

UNDERTAKING

In connection with the submission of Quotation for providing Labour to BHEL Corp R&D, Hyderabad, against Enquiry No and Date. we hereby Undertake to adhere to the following conditions:

“The Contractor will abide by all the laws of land relating to employment of labour for which BHEL will not be responsible”.

Signature:

Name:

Designation:

Company Seal:

Date: