

**TERMS & CONDITIONS**

**1. SCOPE OF CONTRACT:**

Rate contract for providing **Pest and rodent control treatment** in R&D campus during 2021-22 for a period of one year at Bharat Heavy Electricals Limited, Corporate R&D Division, Vikasnagar, Hyderabad 500093, Lab Complex as per Schedule-A.

**2. SPECIFICATIONS OF MANPOWER UNIT TO BE PROVIDED:**

The Labour along with all the pest materials like chemical for termites, fogging machine , rat pads and spraying pump for larvacidal operations etc. will be provided by the Contractor as per the Schedule of Work (Enclosed as Schedule-A) shall include the following:

- a. The contractor should ensure that the contract labour posted on the job shall perform duty maintaining integrity, orderliness and discipline.
- b. The Contract Labor shall be suitably qualified to operate and carry out the work as mentioned in "Scope of work (Schedule-A)".
- c. 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.

**3. AWARDING OF CONTRACT**

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

**4. CONTRACT PERIOD:**

- a. The contract execution period will be for one year from the date of commencement of Contract.

**5. PAYMENT TERMS**

- a. BHEL shall reimburse the monthly payment which will be produced by the vendor after ending of each month as per actual execution of work.
- b. Percentage Quoted by the bidder should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Overheads, Profit Margins, Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, 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.

- c. Contractor shall submit the bills to BHEL as per the actual quantity of works executed, latest by the 5<sup>th</sup> 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.
- d. 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.
- e. 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.
- f. 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.
- g. The Contractor shall positively make the payment of the wages to his employees on or before 10<sup>th</sup> of every month and should **NOT depend on BHEL payment** for this. However, no interest payment shall be made for delay in making payment.
- h. All Invoices shall indicate Letter Order number for processing payment.
- i. All payments shall be released by RTGS/EFT as per Contractor's bank details within 30 days of receipt of bills/ Invoices.
- j. No advance will be paid for the Contract by BHEL.
- k. Two copies of INVOICE with original signature to be submitted every Month on completion of work.
- l. The monthly Contractor service charges shall remain firm during the contract period including the extended period, if any.
- m. 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.

**6. PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR:**

- a) The Contractor shall raise the bill, in triplicate, along with all the necessary documents to BHEL on monthly basis after the verification of actual work done by the Engineer-in-charge.

**7. 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.

**8. 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 his worker 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
- 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.
- l) **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.

**9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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 on 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 manger, 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 or 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 job contract basis strictly in accordance with the terms and conditions of the tender documents. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job 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.

### **13. 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.

### **14. CONTRACTOR'S 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 has to ensure that the contract labours are equipped with necessary tools and tackles, instruments and personal protection kits required for performing their day to day job.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) 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.
- f) 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.

- g) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- h) 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.
- i) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- 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 must submit Bio-data of all the Contract Labor before commencement of the Contract.
  
- l) 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.
- m) The Contractor will also keep watch on their labor and will be held liable for any pilferage/ Loss to the Company by their labor.
- n) 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.
- o) 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.
- p) 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.
- q) 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.
- r) 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.

- s) The Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time as per the Gazette of Telangana Government.
- t) The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance 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.
- u) BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall subcontract the job. 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.
- v) 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; Timely payment of wages, and other terms & conditions of contract.
- w) 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.

- x) 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.
- y) 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.
- z) The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL.
- aa) 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.