

CONTRACTUAL AND LEGAL OBLIGATIONS OF THE TRAINING AGENCY**A) GENERAL CONDITIONS:**

1. BHEL shall have the privity of the training agency with the training agency only and will give instructions to the training agency or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the training agency. The relationship between BHEL and the training agency will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The training agency shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. Training agency will ensure that the job is executed through his employees on his rolls and under no circumstances the training agency will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
4. The liability for any compensation on account of injury sustained by an employee of the training agency will be exclusively that of the training agency.
5. Training agency shall observe Provision of the Factory Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays on other declared holidays without written permission.

B) TOWARDS SELECTION, CONTROL & SUPERVISION OF EMPLOYEES:

1. Training agency shall decide the number of employees to be deployed for the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers/employees about the manner of carrying out the work as per the prescribed specification quality plan. There shall be no interference or intervention whatsoever by BHEL.
2. Training agency to maintain appropriate records of his employees deployed to carry out the job(s).
3. Training agency should issue appropriate appointment letter to his employees.
4. Training agency to provide employment card/identity card with photograph duly verified and attested by the training agency to his employees. Training agency to indicate his name, place of work and duration of validity of card.
5. Training agency will keep watch on his employees and he is liable for any pilferage/loss to BHEL due to act 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 training agency shall lie exclusively with him.
6. The training agency to ensure that all precautions are taken for safety of his employees & equipment.
7. In the event of termination of training agency any reasons whatsoever, the training agency shall withdraw all his employees from the establishment of BHEL. As and when contract is terminated the
8. Training agency may discharge his employees after making payment towards retrenchment compensation.

C) SAFETY AND DISCIPLINARY ACTION:

1. Training agency shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use such equipment is required in day-to-day operations.
2. Training agency to ensure that employee deployed in the premises is physically and mentally fit and do not have criminal record.
3. Training agency will be responsible shall for good conduct of his employees. In case of misconduct, training agency shall take prompt disciplinary action as per "Model Standing Orders" on the advice of contracting officer.

D) TOWARDS STATUORY LIABILITIES:

1. Training agency shall comply with statutory requirements, rules, regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
2. In case training agency employs women as he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day etc.
3. Training agency shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
4. The liability for compensation on account of injury sustained by an employee of the training agency will be exclusively that of the training agency.

E) TOWARDS FINANCE

Training agency to arrange his own finance for carrying out the job including supply of tools, equipment etc. if any to his employees, materials, payment of wages to his employees etc.

F) RIGHTS AND OBLIGATION OF BHEL:

1. In case the training agency does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligation and rectify the deficiency/anomaly within three days (specify time) failing which BHEL reserves the right to impose penalty terminate the contract without assignment any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
2. Without prejudice aforesaid clause, BHEL reserves its right terminate the contract without assigning any reason by giving 30 days notice in writing to training agency.
3. The decision of BHEL regarding interpretation of terms and conditions set forth in the agreement shall be final and binding on the training agency.
4. Duration of contract i.e, date of start and date of completion is specifically provided in the contract. Both the parties can reserve the right to extend the contract on mutually agreed terms and conditions.
5. In case of any dispute concerning the terms and condition of the contract or its implementation, attempts need to be made by the parties to settle the matter amicably. In case the dispute is not resolved the dispute needs to be referred for conciliation by an officer of BHEL. In case it remains unresolved, the dispute be referred for arbitration by an officer of BHEL. In case arbitration by an officer of BHEL is not acceptable, the same could be entrusted to any mutually agreeable Government functionary or an independent person.
6. The contract needs to be executed on proper stamps paper to be purchased by the training agency (stamps fees be ascertained as per the applicable rates in the concerned State). It should be signed with seal of the Firm/Company and witnessed.

(Signature & Seal of bidder)

BHEL TERMS & CONDITIONS, HEALTH, SAFETY & ENVIRONMENT:

1. **Rules To Be Observed, (while inside BHEL premises) :**
 - i) BHEL is a no-smoking zone. This rule shall be observed by all employee of training agency at all times while inside BHEL.
 - ii) Training agency employee shall not indulge in gambling or consumption of liquor while inside BHEL.
 - iii) No training agency employee shall enter BHEL in inebriated condition.
 - iv) Training agency shall not post any his employee 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.
 - v) No workman shall be below the age of 18 years on the date of starting work in BHEL.
2. Training agency to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Training agency will be responsible for good conduct of his employees. In case of misconduct, training agency shall take prompt disciplinary action as per "Model Standing Orders" on the advice of Contracting officer.
4. Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the training agency.
5. Training agency shall fully comply provisions of various applicable labour laws.
6. **Road Safety :**

All vehicles brought inside the factory by training agencies, shall have valid registration. The drivers shall have valid licenses.

(Signature & Seal of bidder)

Arbitration and Law:

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 Engineer in the Contract or any other person is 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 General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

There will be no objection if the arbitrator is appointed is an employee of BHEL and that had to deal with the matters to which the contract relates and that in the course of his duties, as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a terms of this contract that no person other than a person appointed by such General Manager, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be refereed to arbitration at all.

Subject as aforesaid the provision of the arbitration Act, 1996, or any statutory modification/reconditioning or reactant thereof and the rules made there under and for the time being in forces shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Bhopal.

The cost of arbitration shall be borne as per award of arbitrator.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amount claimed in respect of each dispute. The arbitrator (s) may from time to time will consent of the parties enlarge the time for making and publishing the award.

The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable, to the training agency shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered in the reference on the date of the first hearing. The arbitrator shall give a separate award in respect of such dispute or difference referred to him.

The arbitration proceedings shall be held at Bhopal. The jurisdiction of courts for these proceeding shall be at Bhopal.

(Signature & Seal of bidder)

(Format for agreement)

Agreement

This agreement made on day of between "M/s Bharat Heavy Electricals Limited, Bhopal" (A government of India undertaking) a company incorporated under companies act 1956, having its registered office at BHEL, House, Siri Fort, New Delhi (here in after called the company BHEL or 1st party) and M/s (Here-in-after called the "Contractor" or 2nd party).

Whereas the company has awarded work vide their work order no. dated for carrying out the under named work and the said contractor has agreed to perform the above said work accepting special conditions in annexure I and terms and conditions of contract (Annexure-II) of the work order issued with the relevant tender enquiry which forms the part of this agreement.

That the said contractor shall carry out and complete the execution of the said work to the entire satisfaction of the engineer- in-charge.

That it is hereby agreed by and between the parties that non exercise, for bearance or omission of any of the powers confirmed on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in the presents and the liability of the contractor with respect to the compensation payable to BHEL or contractor's obligations shall remain unaffected.

Name of Work: : Internal auditor cum LA transition training for ISO 50001:2018.

Scope of Work: As per annexure I

Value or work:

Payment terms: As per NIT.

Date of Commencement :

Date of completion ...

For Contractor

Witness:

1.

2.

For and on behalf of BHEL, Bhopal