

1. **Hiring of 1 no. four wheeler (Bolero/Scorpio/Xylo/Innova/Tavera/Winger/Traveller) manufactured on or after 2012 with driving facility for the benefit of the children of employees residing in BHEL Colony of BHEL-CFP-Rudrapur:**
2. **Validity of Contract:** The contract will be valid initially for a period of one year from the date of its commencement.
3. **Termination of the contract:** If the contractor(s) fails or neglects or refuses to observe/performance any of the terms and conditions/obligations of/or under the contract, BHEL may without prejudice to other right terminate the contract without assigning any reason thereof and with 30 days' notice and recover from the contractor(s) any damages suffered by it on account of the failure, neglect, refusal, violation or any part thereof including the amount by which the cost of completing the work left by any other agency shall exceed the amount in the contract under this contract.
4. **General terms and conditions which will be part of contract Agreement:**
  - A. The vehicle proposed to be hired should be **four wheeler (Bolero/Scorpio /Xylo /Innova/ Tavera/ Winger/Traveller) manufactured on or after 2012 or later** with driving facility.
  - B. The contract shall be initially valid for a period of 01 (one) year, with a provision to extend it further on same terms and conditions at the sole discretion of BHEL depending upon requirement of the company and the performance of the vehicle.
  - C. BHEL shall pay monthly rent as per work order awarded.
  - D. The vehicle should be insured with Insurance agencies under 'Comprehensive' Insurance' terms and Insurance charges, Accidental claim insurance of driver during the contract period shall be borne by the contractor.
  - E. The **Driver (SW) for the Car will be provided by the contractor.** The driver of the car should hold valid driving license, be well mannered and be free from any infectious disease. The driver should be in a proper uniform, to be supplied by the contractor at his own cost, at all times of duty. The contractor shall arrange to make available the police verification in respect of driving staff arranged by them, from the place of his/their permanent & present residence. In case it is found that the service rendered by the hand (s) provided by the contractor is/are not satisfactory, he shall make immediate alternate arrangements.
  - F. **The vehicle shall be on normal duty for 12 hours daily on all days of the week (Seven) days.**
  - G. The vehicle taken on hire shall be used exclusively by BHEL and after duty the vehicle should be parked in the premises of BHEL.
  - H. **The cost of fuel (diesel) for running the car will be reimbursed by BHEL as per the mileage 8 (Eight) kms. Per litre of diesel. Diesel prices prevailing at Rudrapur of IOCL on the first day of the calendar month pertaining to the bill period will be applicable for making reimbursement.**
  - I. That the contractor will ensure availability of the vehicle at all times. In case if contractor is not able to provide the car as required by BHEL then BHEL may make alternate arrangement at the risk & cost of contractor. The expenditure will be deducted from the bill of contractor. The vehicle may be released for emergency servicing and maintenance at the sole discretion of BHEL, on the request of contractor. However, alternate equivalent car acceptable to BHEL shall be provided by contractor before the release

of vehicle. In case the vehicle is withheld by the contractor for the days over and above the approved days, or fails to provide an alternative vehicle, proportionate penalty shall be imposed on the contractor for that particular period.

- J. The vehicle should have all All India Taxi permit and the contractor shall be required to take care of Vehicle Registration, Road-tax, Comprehensive Insurance and other taxes etc., failing which the vehicle shall not be taken on the duty and BHEL shall have every right to hire another vehicle in its place and adjust the charges from the bill of the contractor.
- K. In case the vehicle meets with an accident while on duty, the contractor shall be responsible for taking care of all the formalities i.e. security of the vehicle, FIR, Insurance & repair etc. and all the claims arising out of it or any other consequential damages as per law. In case of any amount spent by BHEL, the same shall be deducted from the dues of the contractor.
- L. The Contractor shall ensure compliance regarding safety & RTO's requirements pertaining to school bus/van.
- M. This agreement can be terminated after one month's notice from BHEL to the contractor without assigning any reason.
- N. Photocopies of Registration Book, Comprehensive Insurance (of driver & passengers) & Taxi permit and the driver(s)'s driving license etc. shall be deposited in Accounts department of BHEL.
- O. Vehicle will be examined from time to time by HR department of the company and in case any deficiency found by them suitable/necessary and immediate action shall be taken by the contractor.
- P. Monthly charges and/or other charges payable to the contractor shall be paid through E-Payment mode.
- Q. **In case vehicles so hired is required to run beyond the specified limit of 2500 kms.in any Month, payment for the same will be made for such additional kilometers run in terms of the rates Rs 4.00/- per KM beyond normal fuel charges payable to contractor. The rate of diesel shall be as prevalent in Rudrapur city of IOCL.**
- R. **In case the vehicle goes out of Rudrapur and the vehicle is asked to halt at some place for the night, then night Halt Charges will be paid at the rate of Rs. 300/- per night of halt. Halt period will be treated as not running.**
- S. The vehicles(s) provided by the contractor should always be in good running condition and free from breakdown.
- T. The logbook of the vehicle(s) should be got duly signed at the close of duty everyday by the drivers of the vehicles.
- U. Punctuality/Observance of timings is very important.
- V. Registration of **Employees Provident Fund, ESI & GST** to be submitted along with Tender.
- W. **Vehicle running beyond 12 Hrs on any day shall be paid at the Rate of Rs. 50/- per Hour.**

19

**5. Miscellaneous:**

- A. The contractor should be registered with the appropriate authorities, necessary proof(s) of which should be produced prior to the awarding of contract failing which the contract shall not be awarded under any circumstances.
  - B. Parties should be registered/bonafide having a contract phone number (Landlines and/or Mobile)
  - C. Any deviation with ulterior motive / manipulation of any sort during the tenancy of the contract shall be /will be considered as a breach of contract and the same will be liable for cancellation immediately with advance of one month notice.
  - D. Contract may also be terminated by BHEL on serving of an advance notice of one month without assigning any reasons thereof.
- 6. Arbitration:** All disputes between the contractor and BHEL arising out of or relating to the awarding of contract and its operation shall be referred to the arbitration of person to be nominated by Unit Head, Bharat Heavy Electricals Limited, Component Fabrication Plant (CFP), Rudrapur and the decision of the arbitrator shall be final and binding on the parties.
- 7. Jurisdiction:** All disputes claims or actions arising out of under or in connection with the contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Rudrapur.

Other terms & Conditions as per attached annexure – A to F.

**Signature with Seal:**

Name:

Address:

E-Mail Address:

Contact Phone No(s)

**CONTRACTOR'S OBLIGATIONS CONTRACTUAL**

- a. (i) BHEL recommends following additional payment to be made to the contract worker. This will be in addition to the minimum wages fixed by the state government from time to time.

| Sl. No. | Category      | Additional BHEL Wages/Day<br>(Rs.) | Additional BHEL Wages/Month<br>(Rs.) |
|---------|---------------|------------------------------------|--------------------------------------|
| 01      | Un-Skilled    | 123.08/-                           | 3200.00/-                            |
| 02      | Semi-Skilled  | 142.31/-                           | 3700.00/-                            |
| 03      | Skilled       | 157.69/-                           | 4100.00/-                            |
| 04      | High- Skilled | 157.69/-                           | 4100.00/-                            |

- (ii) Contractor shall pay to the contract worker, additional wages recommended by BHEL and minimum wages as fixed by State Government from time to time.
- (iii) PF/ESI and other statutory contributions will be made by the contractor taking into account both the additional wages and minimum wages fixed by the State Government.
- (iv) Contractor shall make payment to the contract worker through bank mode.
- (v) For all purpose, the minimum wages shall mean minimum wages fixed by the State Government and the additional wages recommended by BHEL.
- b. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- c. Contractor shall supervise the work allotted to him and to be carried out by his employees. A supervisor will specifically be required to be provided. The contractor will intimate in writing the detail of the supervisor, in advance. In case, he has to replace the supervisor, he will intimate the same well in advance.
- d. 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.
- e. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- f. **Contractor should issue appointment letters to his employees.**
- g. **Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees.** In its absence the BHEL or authorized agency can deny entry into the factory, for which the contractor shall be solely held responsible. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- h. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- i. 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.

- j. 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.
- k. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- l. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform. This is to be mandatorily provided by the contractor and no demand of payment shall be made before BHEL on this account.
- m. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- n. In the event of termination of contract for any reason whatsoever, the contractor shall issue termination letter and 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 including PF/ESI/ Bonus/Gratuity/retrenchment compensation etc.
- o. Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment and tools and tackles.
- p. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- q. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

#### **MEASUREMENT OF WORK AND PAYMENT THEREOF**

- a. A Measurement Book will be maintained in the Unit by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different heads. These entries will be counter-signed by the contractor or his duly authorized representative.
- b. Short comings, if any, in the work executed by the contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him within 3 days to the satisfaction of the designated employee.
- a) Payments will be made to the contractor on achieving milestone /on the basis of work carried out by him.
- b) All payments will be subject to deduction of income tax at source as per Income Tax and GST as per the applicable Rules.
- c) Contractor must have financial capability to pay wages and discharge statutory liabilities on time without depending on payment from BHEL.
- d) Contractor must make payment of wages and PF/ESI dues and only then should submit the bill along with documentary proof for the relevant period.
- e) Contractor must submit GST compliant invoice along with documents required to verify the compliance of applicable labour laws. e. g. Minimum Wages Act, 1948, Payment of Wages Act, 1936, EPF & MP Act, 1952, ESI Act, 1948, The Contract Labour (R & A) Act, 1970 etc.

- f) Contractor must make the payment of wages directly through bank account.
- c. Payment towards work satisfactorily executed will be made to the contractor at the rates quoted in price bid.

**Penalty Clause:-**BHEL shall have the right to stop the work or impose the penalty on the following conditions also:

1. Any discrepancy noticed in the operation of contract, may lead to immediate termination of contract.
2. A penalty/LD up to Rs. 2500.00 may be imposed on contractor in case of non-supply of vehicle with driver facility on any day.

#### **Towards statutory liability**

- a. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the contractor.
- b. **Statutory Bonus shall be made by the contractor.**
- c. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- d. Contractor shall ensure payment of statutory prescribed minimum wages and BHEL recommended additional wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. Contractor has to pay the wages on or before the 7<sup>th</sup> day of the month. It shall not be delayed on the pretext of payment delay from BHEL/ financial problem/ any other reason. **Failure to disburse wages within the stipulated date may attract tough actions, including penalty from BHEL.** These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- e. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC. Contractor must facilitate the Transfer/ withdrawal/ loan requirement of the worker by filling correct information and processing the application on time.
- f. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. /card of each employee. **Contractor to ensure that new ESI no. is not generated, if the worker already has ESI no.** In any case the worker must not have more than one ESI no. **Contractor, to ensure that their workers have ESI biometric card and must support them in getting medical/claim benefit from ESI.**
- g. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. **Contractor to issue wage slips to his employees at least one day before the payment of wages.**
- h. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- i. Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- j. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- k. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.

- 15
- l. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
  - m. Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
  - n. Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes. The contractor will be required to compulsorily make the contributions upto the statutory wage ceiling.
  - o. Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor. **Contractor has to pay Statutory Bonus to worker by Nov 30 and submit the copy of compliance to Labour Authorities and intimate the BHEL.**
  - p. **Over and above the daily wage rate, payment shall be made for leave with wages.**
  - q. Contractor shall observe Provisions of the Factories 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 or on other declared holidays without written permission.
  - r. In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

#### ANNEXURE-C

#### GENERAL TERMS & CONDITIONS

- a. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- b. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- c. In case the Contractor 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 obligations and rectify the deficiency/anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- d. **On termination of Contract, Contractor will provide evidence of making all the due payments to the worker and statutory authorities. He will sign the PF withdrawal/ transfer form and submit Form 9A to PF Office. He will also give an indemnity undertaking of complying all the statutory**

dues and indemnify BHEL. Security Deposit will be returned only after the contractor discharges his obligations.

- e. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- f. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.
- g. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- h. The contract will commence on the date of award of the work order and will remain valid for a period of 01 year from the date of commencement of work. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit of BHEL CFP Rudrapur. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Rudrapur in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Rudrapur Courts.

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**BHARAT HEAVY ELECTRICALS LIMITED, COMPONENT FABRICATION PLANT, RUDRAPUR**  
**Phone No: 05944-257272, and 265**

**PRICE BID FORMAT (To be submitted in a separately sealed envelope)****Supply of four wheeler (Bolero/Scorpio/Xylo/Innova/Tavera/Winger/Traveller) manufactured on or later 2012 with driving facility**

| Description of Scope                                                                                                                                                                                                                                                                                                 | Rate per Month (Rs.) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Monthly Rental Charges for Supply of four wheeler (Bolero/Scorpio/Xylo/Innova/Tavera/Winger/Traveller) manufactured on or later 2012 with driving facility (Including Driver)                                                                                                                                        |                      |
| Fuel charges shall be reimbursed as per Annexure-A, clause 4 (H)<br>Additional payment for car running beyond 2500 kms per month shall be as per Annexure-A, clause 4 (P)<br>Outstation Night halt charges shall be as per Annexure-A, clause 4 (Q)<br>Vehicle running beyond 12 Hrs as per Annexure-A, clause 4 (V) |                      |

Taxes &amp; Duties: Extra as applicable.

**DECLARATION:** This is to declare that the above monthly charge is including the cost of maintenance of the vehicle. The above rate shall be valid for the entire period of 01 year. The vehicle is registered with the authorities and is insured with insurance agencies under 'comprehensive insurance' terms.

**Important Note:**

BHEL recommends additional wages over and above the minimum wages fixed by the state government to be paid by the contractor, according to the grade of the worker (Refer Annexure B, Point a). I have read the point and give my commitment to pay the additional wages recommended by BHEL to the contract worker, besides the minimum wages fixed by State Government, for which I will not claim any additional/ separate payment from BHEL.

**All Terms & Conditions are accepted.**

Authorized sign. With seal:

**Name of the party:****Address:****Contact details:****E-Mail Address:**