

**GENERAL TERMS AND CONDITIONS (C.C. 2016 – 18)**

1. 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.
2. The contractor shall maintain regular contact with the designated employees(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. 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 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.
4. The contractor shall deposit an amount of applicable security deposit with BHEL in the form of pay order / bank guarantee/FDI in the name of contractor A/c – BHEL duly pledged in favour of BHEL and discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from EMD and balance amount from subsequent bills. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non deposit of statutory dues, etc. No interest shall be payable on the security deposit.
5. 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.
6. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Ranga Reddy District Courts, AP.
7. 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.
8. The contract will commence approximately from 01.06.2016 and will remain valid for a period of 2 year(s) i.e., till 31.05.18. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
9. 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. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Hyderabad 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 Ranga Reddy District Courts, AP.
10. An Agreement as per BHEL Rules to comply with commercial Terms and Condition, Contractor's Obligations, the formats of which can be downloaded from the website [www.bhel.com](http://www.bhel.com) or can be collected from our office.

Signature with Seal of the contractor

**CONTRACTOR'S OBLIGATIONS (C.C. 2016 – 18)**

**1) CONTRACTUAL**

- a) Contractor shall carry out 46 units of work and execute the work awarded to him. He or his authorized representative will be solely entitled to allot the work to his workers and describe the manner of carrying out the work as per the prescribed specifications and plan.
- b) Contractor shall supervise the work allotted to him and also the work carried out by his employees.
- c) 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, qualifications, experience, etc.
- d) Contractor to maintain appropriate records of his employees who are employed to carry out the jobs.
- e) Contractor should issue appropriate appointment letters to the employees.
- f) Contractor to provide employment card/identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) 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 employees immediately with an intimation to BHEL.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances will the contractor deploy any casual employee to carry out the job nor shall he sub-contract the job without prior written permission.
- i) Contractor will keep a watch on his employees and he will be liable for any pilferage or 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.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) Contractor has to provide a distinct uniform different from BHEL employees. The uniform should have a logo of the contractor's firm/company. The uniform shall be kept in a neat, tidy and wearable condition. Wherever necessary, the cap shall be an integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- m) 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 the contractor decides to terminate the services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) 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, the contractor may take insurance policy of his men, material, equipment and tools & tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost, which may be required under the status or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

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**2) TOWARDS STATUTORY LIABILITY (C.C. 2016 – 18)**

- a) All statutory requirements under the Minimum Wages Act. 1948, Payment of wages Act. 1936, workmen's Compensation Act. 1923, EPF & MP Act. 1952, payment of Gratuity Act. 1972, ESI Act. 1948, the Contract Labour (R&A), Act. 1970, payment Bonus Act. 1956, Income Tax Act. Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rule, regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. 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.
- d) Contractor shall submit an undertaking after each month that the wages have paid to its employees, also his contribution paid under ESI scheme and EPF scheme along with proof of documents.
- 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 RPFCL.
- f) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. /card of each employee.
- g) Contractor shall maintain ESI registration pertaining to his Contract workers at the ESI Office located nearby to BHEL R&D in Hyderabad City.
- h) 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 wages slips to his employees.
- i) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- j) Contractor shall be solely responsible for nonpayment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- k) 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.
- l) 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.
- m) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- n) Contractor to obtain insurance cover for his employees/equipment tools and tackles etc. and take third risk insurance coverage at pilferage of his property and/or his employees.
- o) 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.
- p) 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 contract.
- 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.

Signature with Seal of the contractor

- 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.
- s) The contractor should have a command over the workers he employs and he is ensure that none of his workers join any activity detrimental to Company's interests.
- t) At the outset, it must be ensured that there is no notifications prohibiting engagement of contract labour by the appropriate government in any process, operations or any work of the establishment for which contract is being given.
- u) BHEL to ensure submission of annual/ half yearly return to the prescribed authority in the prescribed form under the Act.
- v) The contractor should submit the printed bills and sign under the Rubber Stamp.
- w) Contractor should prepare and hand over the pass book to the inter-state migrant employees under the Interstate Workers Migrant Act-1976.
- x) Any Contractor who has criminal or civil cases or any labour issues pending in the Court of Law for non-compliance shall be ineligible to participate in the tender and the contractor shall give a declaration to this effect.

Signature with Seal of the contractor

**BHEL Corp. R&D - Hyderabad**  
**ADMINISTRATION DEPARTMENT**

**TECHNICAL / COMMERCIAL BID**

Nature of Job Contract: Distribution of Inter Departmental Dak, Filing, Hospitality Services, Furniture Shifting, Contingencies, etc. (Contingency Contract for 2 years, 2016 –18)

**Measurement of work**

Type	Activity
<b>A</b>	<p><b>Unskilled Work Category:-</b>  <b>1. Dak Distribution:-</b> Distribution of files, papers, documentation etc., from one dept. to another dept., within the labs, etc.  <b>2. Filing Activities:-</b> filing &amp; storing in the racks, Upkeep of Computers &amp; Accessories, Equipment etc., and shifting of furniture.  <b>3. Customer Hospitality:-</b> Serving Drinking Water, preparation of tea and serving snacks and tea to the customers (internal &amp; external).  Material will be supplied departmentally (includes tea to be collected from canteen and served) and Contingent type of works</p>
<b>B</b>	<p><b>Semi-Skilled Work Category:-</b>  Assistance in shifting, assembly, dismantling, movement of equipment, filing, painting of project material, job setting, coolant changing, etc.</p>
<b>C</b>	<p><b>Skilled Work Category:-</b>  Any one of the following technical skill: Machinist./ fitter / turning / milling /grinding /assembling &amp; testing / instruments fixing / dimensions measuring / up keeping of Machines, tools, equipment, gauges, etc.,</p>

Work carried out in 8 Hrs. = 1 Unit  
No. of units of work required per day = 46 Units  
No of units of work per year = 46 x 307 days = 14,122 Units  
( 28,244 units for 2 years )  
Type – A - Unskilled work units --- 17  
Type – B - Semi skilled work units --- 26  
Type – C - Skilled work units --- 03  
Total = 46 units

- 1) Service Tax to be quoted in percentage Terms: \_\_\_\_\_
- 2) BHEL terms of Payment : 100% Payment will be made within 30 days from the date of submission of the bill for the completed month duly certified by the Admin. Dept.

Signature with Seal of the contractor