



DAMODAR VALLEY CORPORATION
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ANNEXURE – AE

Agreement for AMC / ARC / Operational / Transportation Contract / Canteen Operation Contract / Forestry Contract / Vehicle Hiring Contract / All types of service contracts etc., i.e., all sorts of labour Oriented Contracts.

AN AGREEMENT made and entered into this..... day of..... 20.... by and between M/s DAMODAR VALLEY CORPORATION (DVC),(Name of the Power Station/ Hydel Station / Field Formations) of the FIRST PART (which expression shall unless repugnant to the context be deemed to include its successors or assigns) and M/s..... of the SECOND PART (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors or assigns.)

WHEREAS the aforesaid Party of the First Part invited tenders for the work of (Name of the work).

WHEREAS the tender of the Party of the Second Part was accepted and the work was awarded to the Party of the Second Part by letter no.....

AND WHEREAS the Party of the Second Part has accepted the work order aforesaid in their letter No.

Now the Agreement, witnessed and it is hereby agreed by and between the parties as follows:

- I. The Agreement is a contract for service, consisting of Clauses 1 to 21, inclusive of Annexure hereto and NIT/LOA/LOI/Work Order/DVC's GCC/DVC's T1/T3 Forms shall form an inseparable part of this Agreement.
- II. In consideration of the payments to be made by the Party of the First Part to the Party of the Second Part, the Party of the Second Part hereby covenants to carry out the work of(Name of the work). The Party of the First Part hereby covenants to pay to the Party of the Second Part in consideration of the aforesaid work, as provided in the Agreement.

1. Contract Documents:

1.1 Contract Documents: The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) All correspondence between the Employer & the Contractor in between issuance of Letter of Award & Signing of Contract Agreement
- (c) Letter of Award
- (d) Pre-bid replies (if any) & Amendment/Corrigendum/etc of NIT (if any).
- (e) NIT including Tender documents



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(f) The Bid and Price Schedules submitted by the Contractor

1.2 Order of Precedence: In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

2.0 DEFINITIONS:-

- i. **“Commencement date”** shall mean the date on which this Agreement shall come into force.
- ii. **“Payment”** shall mean the amount payable as specified in Clause 11.
- iii. **“Premises”** shall mean the premises described in Schedule I .
- iv. **“Notice”** shall mean Notice complied with the terms of Clause 17.
- v. **“Services”** shall mean the detailed scope of work as described in Schedule II .
- vi. **“Terms & Conditions”** shall mean the terms and conditions which is in the subject tender of DVC and the terms and conditions mentioned herein after and is binding on the parties.”

3 OBLIGATIONS OF THE PARTY OF THE SECOND PART

- a) The Party of the Second Part shall provide services as agreed upon and set out in Schedule II for the term of the Agreement or until it is terminated in accordance with the clauses of this Agreement.
- b) The Party of the Second Part shall obtain at his own cost necessary permits or licenses etc as required under the various laws whether Central, State or Local from time to time for performing and rendering services and the Party of the First Part shall not take any liability whatsoever in this regard.
 - (i) The Party of the Second Part has to obtain licenses/permits etc as applicable as mentioned above within a time period of fourteen days of signing this Agreement, failing which this Agreement shall stand unilaterally terminated.
 - (ii) If the licenses/permits etc obtained by the Party of the Second Part are revoked and/or suspended and/or cancelled by the authority concerned and/or become invalid, the Agreement shall stand unilaterally terminated.
- c) The Party of the Second Part shall at its own cost comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him or to this Agreement from time to time. These Acts/Rules include, without limitations the following:
 - (i) The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time;
 - (ii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, Orders and Notification made there under;
 - (iii) , The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time;
 - (iv) The Workmen’s Compensation Act, 1923 with Rules, Orders and Notifications there



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under issued from time to time;

- (v) The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to time;
- (vi) The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time;
- (vii) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time;
- (viii) The Factories Act, 1948 with Rules, Orders and Notifications issued there under from time to time;
- (ix) The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time.
- (x) All other Acts/Rules/Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation or present or future Applicable to the Party of the Second Part from time to time for performing the aforesaid services.

The Party of the Second Part shall produce the requisite Compliance Report to the Party of the first Part from time to time or as prescribed in the abovementioned laws.

- d) The Party of the Second Part shall undertake the services as per details given in Schedule II attached to this Agreement. The Party of the Second Part shall also comply with other instructions, if any, given in writing by the authorized representative of the Party of the First Part to the Party of the Second Part or to his authorized representative for performing the aforesaid services.
- e) The performance of service by the Party of the Second Part shall be of highest order/standing and competence and as described in Schedule II.
- f) The Party of the First Part may terminate this Agreement if the performance of services by the Party of the Second Part is not up to specified standard and if the Party of the Second Part fails to comply with the laws mentioned hereinbefore. The decision of the Party of the First part in this respect shall be absolute and final.

4. DEPLOYMENT OF EMPLOYEES BY THE PARTY OF THE SECOND PART

- a) The Party of the Second Part as and when required shall deploy his own employees for rendering satisfactory services.
- b) There shall not subsist in any manner whatsoever any employer-employee relationship between the Party of the First Part and the workmen/employees employed and as and when deployed by the Party of the Second Part or the Party of the Second Part himself. The Party of the Second Part shall be responsible for appointments, payment of wages, compliances with all statutory formalities relating to the workmen/employees employed and deployed by it.
- c) The Party of the Second Part shall conduct the work in the manner prescribed by the Party of the First Part and in the event of any deviation there from, the Party of the Second Part shall be responsible to make good the same within (need based to



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be incorporated) from being intimated by the Party of the First Part. The Party of the

- d) Second Part shall supervise and control the manner and mode of working and also the working of the workmen as and when deployed and there shall not be any supervision and control by the Party of the First Part over the employees/workmen employed by the Party of the Second Part.
- e) The workmen/employees engaged and deployed by the Party of the Second Part shall observe discipline at all times and maintain decency and decorum during the course of their employment and the Party of the Second Part shall be fully responsible for the said workmen/employees.
- e) The payment of wages, ESI, PF, bonuses and other benefits to the employees of the Party of the Second Part shall be the exclusive responsibility of the Party of the Second Part and the employees shall have no claim whatsoever on the Party of the First Part.
- f) The Party of the Second part as an when deploy workmen Party of the Second part shall maintain a Register of persons employed under him and issue Employment Photo Identity Cards to each worker within three days of employment and a copy of the same to be submitted with the Party of the First Part within seven days there from.
- g) The Party of the Second part as and when employed workman shall also maintain all statutory register viz register of wages, muster roll register of deductions, register of overtime register of fines, register of advances, wage slip and any other registers required to be maintained under the statute and shall give inspection of the same to the Party of the First Part on demand.
- h) The Party of the Second part as and when employed workman shall make the Payment of wages and other conditions of employment in respect of workmen employed and deployed by the Party of the Second Part in conformity with statutory requirements and the Party of the First Part shall be fully protected in all respect in this regard.
- i) The Party of the Second part as and when employed workman shall send half- yearly returns to the Licensing Officer not later than thirty days from the closing of the Half Year.
- j) The Party of the Second part as and when employed workman shall be solely and wholly responsible for the safety & security of the employees employed by the Party of the Second Part. The Party of the Second Part shall also make adequate provision of insurance for the said employees at their own cost to cover them against the risk of accident and /or death in harness. In the event of any accident and/or death in harness, the Party of the Second Part shall pay proper compensation to the employees as per The Workmen's Compensation Act, 1923. The Party of the First Part will have no responsibility whatsoever, and will be kept fully indemnified and harmless.
- k) The Party of the Second Part shall also be responsible for the property of the Party of the First part and in case of any damage whatsoever, shall immediately repair/replace the damaged property at their own cost and arrangement failing which Party of the First Part shall have right to recover the cost from the Party of the Second Part.
- l) The Party of the Second part as and when employed workman in case of any act of indiscipline on the part of workmen/employees engaged by the Party of the Second Part, the Party of the Second Part shall take suitable action against the delinquent



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employees with proper intimation to the appropriate authority of the Party of the First Part.

- m) The workmen/employees of the Party of the Second Part as and when employed by the Party of the Second Part including himself shall have no right and/or any right to access whatsoever to claim as an employment with the company of the Party of the First Part.
- n) In case the workmen/employees engaged by the Party of the Second Part have any grievance they shall take it up with the Party of the Second Part without causing any disturbance in the premises of the Party of the First Part in any manner. Under no circumstances, shall the workmen engaged by the Party of the Second Part initiate or take part in any agitation or demonstration against the Party of the First Part.
- o) If the process forming part of this Agreement is abolished by any provision of law or under Sec. 10 of the Contract Labour (R&A) Act, 1970 the workmen/employees of the Party of the Second Part shall not become the employees of the Principal Employer i.e. Party of the first Part.
- p) During the terms of this Agreement the Party of the Second Part shall be an independent employer and not in any manner has any employer - employee relationship with the Party of the First Part and that of Principal to Principal.

5. OBLIGATIONS OF THE PARTY OF THE FIRST PART

- The Party of the First Part shall permit the duly authorized workmen of the Party of the Second Part at all convenient times to enter into and upon the premises only on presentation of the approved gate passes as mentioned below, for the purpose of carrying out their work.
- The Party of the First Part shall make to the Party of the Second Part all payments, as per Clause 10, throughout the term of this Agreement or so long the Agreement subsists or the Party of the Second Part performs its obligation under this Agreement.

6. COMPLETION

The Work shall be deemed to have been completed on expiry of period of this Agreement and release of final payment to the Party of the Second Part by the Party of the First Part.

7. LIQUIDED DAMAGES:

In terms of the General Terms of the Contract clause (as applicable)

8. DELEGATION (As Applicable)

9. INDEMNITY

Party of the Second Part covenants and agrees to fully protect and hold the Party of the First Part, its employees and agents harmless against any claim, demand, actions, suits, proceedings, judgment, liabilities, costs, expenses, damages or losses.

10. BILLS :



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The Party of the First Part reserves the right to require the Party of the Second Part to submit documentary evidence in support of the bills, including details of the work done, duly supported by the Certificate from the representative of the Party of the First Part in the first week of the following month. Party of the First Part also reserves the right to make at the earliest opportunity any adjustment which may be pending from the previous months.

11. **PAYMENT**

As per the relevant clauses of work order

12. **DURATION OF THE AGREEMENT**

- a) This Agreement shall be effective from the date of commencement of the work as per the Work Order.
- b) The Agreement shall be deemed to expire on completion of the work and on compliance of all the statutory obligations by the Party of the Second Part as provided in for in the agreement, unless extended by both the parties in writing.

13. **TERMINATION**

As Per the Clause of the General Conditions of the Contract

14. **CONSEQUENCES OF TERMINATION**

As Per the Clause of the General Conditions of the Contract

15. **FORCE MAJEURE**

As Per the Clause of the General Conditions of the Contract

16. **CONFIDENTIALITY**

During the tenure of the Agreement and 7 years thereafter the Party of the Second Part undertake on their behalf and on the behalf of their subcontractors / employees / representatives / associates etc to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to the work under this Agreement for any purpose other than in accordance with the Agreement.

17. **NOTICE**

Any notice to be served by either party on the other shall be sent by Registered Post/email and shall be deemed to have been received by the addressee within 07 days of posting.

18. **SETTLEMENT OF DISPUTES AND ARBITRATION**

As Per the Clause of the General Conditions of the Contract

19. **AMENDMENTS OF THE AGREEMENT**



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No amendment or modification of this Agreement shall be valid unless the same is made in writing by both parties or their authorized representative and specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

20. MISCELLANEOUS

- The Party of the Second Part as and when required shall deploy as many in number -expert personnel and/or skilled / semi-skilled / unskilled workmen with adequate qualification and experience having appropriate level of acumen to carry out the job with entire satisfaction of the Party of the First Part.
- b) No child labour shall be engaged by the contractor as per statutory rules of the Govt. of India.
- c) The Party of the Second Part as and when employed their employees engaged in the job shall follow all safety rules at the time of execution of work. It shall be the responsibility of the contractor to supply all safety equipment necessary to their O&M personnel without any extra cost to DVC. All statutory rules & regulations shall have to be followed by the contractor during employment/retrenchment of his workers/employees.
- d) As the plant site is a protected area, necessary gate passes with photograph of every worker/employee of the Party of the Second Part shall be arranged by the Party of the Second Part with proper intimation to the Party of the First Part. The expenditure of issuing the gate passes to the workmen shall be borne by the Party of the Second Part. The gate passes shall be duly signed by the Party of the Second Part with official seal in addition to the signature of the holder (employee of the Party of the Second Part) and the authorised officer of the Party of the First Part.
- e) In case of sub-letting of some part of the contract, the sub-contractor shall be engaged with prior approval of the Party of the First Part and at full risk of the Party of the Second Part.
- f) The Party of the Second Part shall not pay less than the prescribed Central minimum wages to the workmen engaged by him under the Minimum Wages Act, 1948 and the Govt. Rules made there under and subject to revision from time to time. The monthly payment is to be made on the 7th day of the successive month. The Party of the Second Part shall intimate the disbursement of payment to the authorized representative of Personnel Dept. of the Party of the First Part on 7th - 10th day of the successive month.
- g) Legal suits arising out of the Agreement, if any, are subject to the jurisdiction in the Court of the city of Kolkata {South24-Parganas, New Alipore Court(India)} and no other Court elsewhere.
- h) The workers/employees engaged by the Party of the Second Part should not be under the influence or addiction of drug/liquor while on duty. It should be obligatory on the part of the Party of the Second Part to remove any such person from the job whose action or conduct in the opinion of management of the Party of the First Part is detrimental to its interest.
- i) If the Party of the Second Part desires to execute a part of scope of maintenance



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contract which are very specialized in nature by engaging a specialized competent group they will have to obtain approval from the Party of the First Part, furnishing all credentials and requirement of the manpower strength before their engagement. However, the Party of the First Part reserves the right to discontinue the same at its discretion.

- j) The Party of the Second Part shall fully cooperate with other contractors employed by the Party of the First Part for associated plant and subsidiary as well as other similar activities and shall carry out all reasonable directions of the designated Chief Engineer (O&M) of the Party of the First Part or his authorized representative as the case may be.
- k) For contracts above value, both the parties have to sign an Integrity Pact.

21. **CHANGE OF ADDRESS**

Each Party shall give notice to the other of any change or acquisition of any address or telephone number or FAX or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

IN WITNESS WHEREOF the parties hereto put their signatures on the date as written above.

SIGNED, SEALED AND DELIVERED

Party of the first Part

Party of the Second Part

In the presence of:

In the presence of:

- 1.
- 2.

- 1.
- 2.



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SCHEDULE - (I)

Premises at which the Services are to be required.

SCHEDULE - (II)

List of services to be provided at all the premises listed in Schedule I.