

## **SECTION IV:**

### **TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS AND OTHER RELATED MATTERS:**

#### **1. COMPLIANCES WITH LAW:**

The Contract shall in all respects be interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the Contract.

#### **2. Wages to be paid at the time of payment etc.by the contractor**

- 2.1** The successful bidder shall pay minimum prevailing rates per day, as may be specified here after, or rates fixed under the Minimum Wages Act, whichever is higher. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7th day of the month irrespective of which the wages are payable i.e. wages of a last month have to be paid by him in the first week of the next month). The contractor shall have to make wages to his workers through bank only. The agency shall have to submit the copy of a letter given to the Bank advising for crediting wages in individual account of the workmen along with photocopy of the cheque showing total payment to be made to all such workmen whose accounts are operated in that branch. (If there is more than one Branch, the agency will have to submit separately for each branch.)
- 2.2** The successful bidder shall give his telephone number and address to the company so that in case of labour trouble etc. the contractor can be contacted. The contractor shall arrange to have his office outside the factory premises and the contractor shall keep himself present through the work hours.
- 3.** Persons below the age of 18 years shall not be deployed for the said work.
- 4.** No female worker shall be employed in the night shift between 07.00 p.m. to 6.00 am.
- 5.** Identity cards as prescribed under the factories Act/Shops and establishment Act (As the case may be applicable) with Photo affixed thereto, for identification.
- 6.** The successful bidder shall maintain a valid Labour license under the contract labour (regulation and abolition) Act for employing necessary manpower required by them. In absence of such license, the contract shall be liable to be terminated without assigning any reason thereof.
- 7.** The successful bidder shall at his own expenses comply with all labour laws and keep the PGVCL indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the Contractor shall comply with below conditions.
  - 7.1** Payment of contribution by way of employer's contribution towards provident fund, administrative charges etc. at the rates made applicable from time to time by the Government of India / Government of Gujarat or other statutory authority.
  - 7.2** Payment of deposit in respect of each contract labour at the prevailing rate with the office of the commissioner of labour as per the Contract Labour (Regulation and abolition) Act.
  - 7.3** License fee as prescribed under the contract labour (Regulation and abolition) Act rules framed there under depending upon the number of workmen.
  - 7.4** Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.
  - 7.5** Payment of retrenchment compensation, Notice pay and other liabilities as per industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Dispute Act 1947 or any other labour Laws.
  - 7.6** Payment of compensation in case of accidental death or injury as per Employee's compensation Act.
  - 7.7** Maternity leave as per the provisions of the Maternity Benefit Act.

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- 7.8** In case, PGVCL becomes liable to pay any wages or dues to any manpower deployed or any government Contractor under any of the provisions of the Minimum wages act, Payments of wages Act, Employee's compensation Act, Contract Labour regulation abolition Act, Employee provident fund or any other law due to act of omission of the Contractor, the PGVCL may make such payment and shall recover the same from the successful bidder's Bill.
- 7.9** If the PGVCL is caused to pay under any law as a principal employer such amount as may be necessary to cause of observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/Regulations/ including amendments. If any, on the part of the Contractor, the PGVCL shall have the right to deduct any money due to the successful bidder under this contract or any other contract with the PGVCL including his amount of security deposit for adjusting the payment. The PGVCL shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the PGVCL.
- 8. Employee's compensation fund and employer's liability insurance: -**  
The successful bidder shall cover all his employees under employee's compensation fund and under the liabilities insurance. The Contractor will arrange insurance policies for arranging payment to his staff injured / met with accident (Fatal / nonfatal) on duty of sufficient amount as per Labour laws. In case of any such happening Contractor will be liable for any other payment to workers / staff engaged as per existing rules. Contractor will not make any such payment to the Contractor's staff or any compensation etc. during the pendency of the contract.
- 9.** Following Salient features of some major laws are applicable to establishments engaged.
- 9.1** Employee PF and Misc. Provision Act 1952
  - 9.2** Payment of Gratuity Act 1972
  - 9.3** Maternity Benefit Act 1951
  - 9.4** Equal Remuneration Act 1979
  - 9.5** Payment of Bonus Act 1965
  - 9.6** Industrial Dispute Act 1947
  - 9.7** Industrial Employment (Standing orders) Act 1946
  - 9.8** Trade Union Act 1926
  - 9.9** Employees compensation Act 1923
  - 9.10** Contract Labour (Regulation and abolition) Act 1970
  - 9.11** Child Labour (Prohibition and regulation) Act 1986
  - 9.12** Inter-state migrant workmen's (Regulation of Employment and conditions of service ) Act 1979
  - 9.13** Minimum wages Act 1948
  - 9.14** Payment of Wages Act 1936
  - 9.15** Factories Act 1948
  - 9.16** Shops and Est. Act 1948
  - 9.17** The Employees' State Insurance Act and the scheme , 1948
- The above are some of the major liabilities of the Contractor in addition to other liabilities prescribed under the various labour laws, in force from time to time, from statutory authorities like GOI-GOG, which the Contractor shall have to comply with.
- 10.** It should be ensured that before commencing the said work, the successful bidder should submit the details of their labourer such as a full name, address and age with proof and subsequently changes of workers details are submitted accordingly.
- 11.** The successful bidder shall employ adequate number of an experienced staff at site for daily supervision and for maintenance of various register and records required under the law and contract. No payment for supervision shall be admissible.
- 12.** PGVCL does not accept any responsibility as Factory Act, Minimum Wages Act, Workmen's Compensation Act, Insurance Rules etc. or any other act, rules or regulations that have to be observed by the contractor for carrying out the work.

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13. The contract will be governed by the company as per works terms & conditions of the company.

**14. EMPLOYMENT OF LABOUR:**

14.1 Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.

14.2 Contractor shall maintain a valid labour license under the Contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such a license, the contract shall be liable to be terminated without assigning any reason thereof. Contractor should also employ qualified and experienced persons as per requirement of Electricity Act and rules for carrying out supply and erection work under this contract.

14.3 In case PGVCL becomes liable to pay any wages or dues to labour or any Government agency under any of the provisions of the Minimum Wages Act, Payment of Wages Act, Employee Compensation Act, Contract Labour Regulation Abolition Act, Employee Provident Fund or any other law due to act of omission of the Contractor, PGVCL may make such payment and shall recover the same from the Contractor's bills.

**15. PROVIDENT FUND AND FAMILY PENSION SCHEME**

The Contractor shall submit along with his bills (month wise) a Statement regarding deduction against employees Provident Fund and Family Pension Scheme in respect of each concerned employee. The contractor's contribution and the workers' contribution towards Provident Fund and Family Pension Scheme shall be done at the rate made applicable by the Government from time to time and deposited by the contractor with Regional Provident Fund Commissioner, Rajkot.

**16. DEPOSIT LINKED INSURANCE SCHEME**

The contractor shall have to deposit 1.2% of the wages in respect of employees who are members of the Provident Fund as the contribution to the Deposit Linked Insurance Scheme with Regional Provident Fund Commissioner, Rajkot.

**17. ADMINISTRATIVE CHARGES**

Administrative charges for maintaining Provident Fund Account shall be deposited by the Contractor with Regional Provident Fund Commissioner, Rajkot at the rates applicable.

**18. PAID LEAVE FACILITY**

Paid Leave Facility at the rate of one day for every twenty days worked by the Contract Labour shall be provided by the Contractor to his workers. He shall maintain Leave Records, Leave Cards for individual labourer which shall be duly verified, approved and certified by the Authorized Officer of PGVCL. Remuneration for such leave period shall be fully borne by the Contractor.

**19. Workmen's Compensation and Employer's Liability Insurance**

Insurance shall be affected for all the Contractor's employees engaged in the performance of this contract.

**20. Wages to be Paid & Time of Payment etc. by the Contractor**

20.1 The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under the Minimum Wages Act. The wages of every Contract Labour employed by him under this contract shall also be paid by him before the expiry of 7th day from the last day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month).

20.2 Any default will result in cancellation of contract forthwith or else the Contractor shall be punishable to the extent of Rs. 100/- for each day of default.

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20.3 The Contractor shall give his Addresses, Telephone Number and etc. to PGVCL, so that, in case of labour trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office within working area and the contractor keep himself present throughout the working hours.

20.4 The separate P.F. code issued from RPFC is required to be taken by the contractor and if it is not taken, offer of the firm will not be considered. The attested documentary evidence to be submitted along with the offer.

**20.5** The contractors who are having separate P.F. Code No. from RPFC, it should be ensured that all the contract labourers are covered under the provident fund scheme and employees' pension scheme and their contributions are remitted regularly to the concerned RPFC. The photo copies of the Chelan in this regard should be collected from the concerned contractor and kept in the file of the concern contractor.

## **21. CONTRACTOR TO INDEMNIFY THE COMPANY**

The successful bidder shall indemnify the Company and every member officer and employees of the Company, also engineer in charge and his staff against all actions, proceedings, claims of demands, costs and expenses, which may be made against the Company or Government for or in respect of or performance of his obligation under the contract documents the Company shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor and the contractor shall indemnify and keep indemnified the Company against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof in relation thereto.

## **22. INSURANCE:**

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled Insurance Bidder's attention is specifically invited to these clauses. Bid price shall include all the costs in fulfilling all the insurance liabilities under the Contract.

28.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the PGVCL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the PGVCL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the name of the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

**23. Any loss or damage to the equipment during handling, transportation, storage, erection, putting in to satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the PGVCL with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the PGVCL immediately after such insurance coverage. The Contractor shall also inform the PGVCL in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.**

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24. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
25. All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the PGVCL may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.
26. The clause entitled 'Insurance' covers the additional insurance requirements for the portion of the works to be performed at the Site.
27. The successful bidder will not be allowed to work after working hours except in special case, if any.
28. The successful bidder has to engage required strength of skilled persons for execution of work and proper supervisor to avoid complication and unnecessary delay to complete work timely. The successful bidder will be solely responsible for labour claims arising out of the labour employed for this job.
29. The successful bidder should furnish details of past experience of such job of similar nature completed by him satisfactorily within the time limit in PGVCL will be preferable.
30. The successful bidder will abide by and fulfil all the terms and provisions of the "Tender and contract" for works as applicable and in case of any default there to the PGVCL Company shall forfeit the S.D. or any other action as may be decided by Superintending/Executive Engineer Bhavnagar Circle/ City-2 Division Bhavnagar.
31. **The successful bidder will certify that he has complied with the provisions of Industrial & Labour Laws including PF Act, ESI Act etc. as may be applicable. Copy of challans of PF related to be submitted along with bill.**
32. The successful bidder will be governed by the PGVCL general conditions of works contract. The Booklet will be available in the concerned office in any working days. In the event of placing order, the successful bidder will be bound to the terms & conditions of the booklet. All the usual terms and conditions of the Company though the same might have not been mentioned in this specification or contractor booklet will be applicable to this contract, and the decision of the Executive Engineer, City-2 division, Bhavnagar shall be binding on the Contractor.

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