

DGVCL

DAKSHIN GUJARAT VIJ CO. LTD.



PHONE : (O) 8980027831

(O&M) RURAL DIVISION OFFICE,
National High-way No.8, Balitha,
V A P I - 396 191.

TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS & OTHER RELATED MATTERS.

1. Wages to be paid & time of payment etc. by the contractor:-

The contractor shall pay minimum of as per latest minimum wages act or as may be specified hereafter 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 last of the month in respect of which the wages are payable(i.e wages of month have to be paid him in the first week of the next month.) The payment shall be discharge in the presence of Management representative during the working hours in factory premises & the contractor shall get entries certificated in the register of wages by the representative of the DGVCL. Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs.100 / fine per each day.

2. LABOUR LAWS:-

Person below age of 18 years shall not be employed for the work.

No female worker shall be employed in the night shift between 7p.m to 6a.m.

Contractor shall maintain a valid labour license under the contract labour (Regulation & abolition) act for employing necessary manpower to be required by him. In the absence of such license the contact shall comply with as under.

1. Payment of contribution by way of employer's contribution towards provident fund, family pension scheme, Deposit linked insurance scheme, Administrative charges etc. at the rates applicable from time to time by Government of Gujarat / Government of India or other statutory Authority.
2. Payment of deposit in respect of each contract labour at the rate of Rs.30/ or rate fixed by Govt. with the office of frame there under of labour as per control labour. (Regulation & abolition) Act.
3. License fee as prescribed under the control labour (Regulation & abolition) Act & rules frame there under depend upon the number of workmen employed by the contractor.
4. Paid leave facility & wages as per the provision of the factories act at the rate of one day for every 20 days of working.
5. Identity cards as prescribed under the facilities act with photo affixed there to the same for identification.
6. Payment of retrenchment compensation notice pay & other liabilities as per industrial disputes Act. Any payment to the contractor's employees arising out of any claim or disputes under the industrial dispute act 1947 or any other labour laws.
7. Payment of compensation in case of accident injury.
8. Provision of earache if the female labour employed are more than 30 numbers.
9. Maternity leaves as per the provision of maternity Benefit Act.1961.

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 statutory authorities like state Government / Government of India which the contractor shall have to comply with.

3. Provident fund & Family pension scheme:-

The contractor shall submit along with his bill (month wise) a statement regarding deductions against employees provident fund & family pension scheme in respect of each concerned against employee. provident fund & family pension scheme at the rate of 8.33% (or at the rate made applicable by the Government from time to time) of the wages. The contractor's contribution &

his workers contribution towards provident fund, family pension scheme shall be deposited by the contractor with Regional provident fund commissioner, Ahmedabad,

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4. Deposit Link Insurance:-

The contractor shall have to deposit 0.5% of the wages in respect of employees who is a member of the provident fund as the contribution to the Deposit link insurance scheme with Regional provident fund commissioner, Ahmedabad.

5. Administrative charges:-

Administrative charges for monitoring provident fund A/C shall be deposited by the contractor with Regional provident fund commissioner, Ahmedabad at the rates applicable.

6. Paid Leave Facility:-

Paid Leave facility at the rate of one day for every 20days worked by the contractor labour shall be provided by the Contractor to his workers. He shall maintain leave records /leave cards for individual labourers which shall be duly verified, approved and certified by the Authorized Officer of the Company.

7. Workmen's compensation fund & employer's liability Insurance:-

The contractor shall cover all his employees under workmen's compensation fund & under the liability insurance.

The contractor shall employ adequate number of experience staff at site for daily supervision & for maintenance of various register & records required under the law & contract. No payment for supervision shall be admissible.

8. Contractor to Indemnity the DGVCL:-

The contractor shall indemnify the DGVCL & every member officer & employees of the DGVCL also. Engineer in charge his staff against proceedings claims, demands, costs & expenses what so ever arising out of or in connection with the matters referred herein above elsewhere & against all actions. Proceedings claims, demand costs & expenses which may be made against the DGVCL or Government for or in respect of or performance of his obligation under the contract documents. The DGVCL shall not be liable for in respect of or in consequences of any accident or injury to any workmen or other person in the employment of contractor or his sub contractor & the contractor shall indemnify & keep indemnified The DGVCL against all each damage & compensation & against all claims , demands, proceedings costs, charges & expenses what so ever in respect thereof in relation there to.

9. Work compensation & employer's liability insurance:-

Insurance shall be effected for all the contractor's employees engaged in the performance of his contract if any of the work is subject the contractor shall require the sub contractor to provide workmen's employees unless such employees are covered under the contractor's insurance.

The DGVCL reserves the right to terminate this date of contract at any time during its pendency without giving notice of termination or any reasons thereof.

The DGVCL will be entitled to deduct directly from the bills, to be paid to the contractor any sum payable by you & which sum / sums the DGVCL is required to pay a principal employer on account of your default in respect all liabilities referred to in above clauses.

Signature of Contractor

**Executive Engineer (O&M)
DGVCL, Rural Division, Vapi.**