

Terms and Conditions regarding Labour Laws

During the entire period of the contract, the Contractor and his Sub-Contractors shall at all times comply with all applicable labour laws, rules, regulations, notifications, and bye-laws issued by the Central Government, State Government, or Local Authorities. This includes all existing laws as well as any amendments or new notifications that may come into force during the contract period.

The Contractor and his Sub-Contractors shall, at all times abide by the following Acts/Statutes related to Human Resources:

1. Factories Act, 1948;
2. Contract Labour (Regulation & Abolition) Act, 1970;
3. EPF & MP Act, 1952;
4. Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996;
5. ESI Act, 1948;
6. Minimum Wages Act, 1948;
7. Payment of Wages Act, 1936;
8. Payment of Bonus Act, 1965;
9. Payment of Gratuity Act, 1972;
10. Workmen's Compensation Act, 1923;
11. ID Act, 1947;
12. Maternity Benefit Act, 1961;
13. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979;
14. The Building And Other Construction Workers' Welfare Cess Act, 1996
17. The Carriage by Road Act, 2007.

The above list is only indicative and not exhaustive. The Contractor shall remain fully responsible for ensuring compliance with all other applicable labour and welfare legislations, rules, and regulations in force during the contract.

The following are some of the major responsibilities of the contractor, in addition to other obligations prescribed under various labour laws, rules, and regulations issued by statutory authorities such as the State Government or Government of India from time to time, which the contractor shall strictly comply with during the execution of the contract.

1) The Factories Act, 1948

The contractor should not deploy worker below the age of 18 years and above 60 years for the awarded work.

Earn Leave shall be paid to their bonafide contract workers as per the provisions of the Factories Act, 1948.

Payment of Earned Leave should be made monthly together with wages for better compliance of law. The contractor shall maintain Earn Leave Register in Form No. 19 as per the provisions of the said Act and submit the same on demand.

All the written registers, Performa etc. shall be maintained up to date and kept ready for inspection at any time or submitted on-time to the concerned authorities as per applicability of the Acts by contractor.

2) The Contract Labour (Regulation and Abolition) Act, 1970

The Contractor / Agency shall have to obtain the Labour License under Contract Labour (Regulation & Abolition) Act from the appropriate authorities before commencement of work. The contractor shall maintain a valid labour license under the Contract Labour (Regulation and Abolition) Act for employing necessary man power to be required by contractor.

The contractor should not be allowed to engage fifty (50) or more contract labourers without initiating to obtain the labour license under the Contract Labour Act. (the said number i.e., fifty (50) or more includes Supervisor and other staff).

3) Minimum Wages Act, 1948

Contractor shall have to make the payment of wages to the Contract Labours engaged by them, on or before 7th of every month through nearest Nationalized Bank compulsory, preferably situated in the premises of TPS area in case of all works contract. The Contractor shall supply copy of Bank Statement duly stamped by the Concerned Bank as well as debited entry of amount displayed in the contractors' own bank account as token of proof towards payment of Wages through CLIM/prevaling system at relevant time. Apart from Payment of wages through Bank, Contractors shall have to make all other payments like Advances, Bonus, Leave Encashment etc. to their labours through bank only and cash payment/entry will not be allowed.

Wages rates for contract laborers are applicable as per the terms and conditions of the license. The contractor shall have to pay wages to workers as notified by the Government of Gujarat from time to time.

Any default to pay the minimum wages to the engaged workers and deprived of their right to minimum wages payment on or before 7th of each month shall be dealt as per the provision of labour laws. Recurrence of the same may lead to cancellation of awarded contract.

4) The Provident Fund and Miscellaneous Provisions Act, 1952

The contractor must possess separate P.F. code on the name of the Firm / Agency / Company itself for the subject work.

It should be ensured that all the contract labours engaged by contractor are covered under the provident fund scheme and employee's pension scheme and their contribution must be remitted regularly to the concerned RPFC. The photocopies of challan along with ECR in this regards should be submitted regularly to the User Department to enable their onward billing clearance.

The contractor shall submit along with his bill (month wise) statement regarding deductions against employees' provident fund and family pension scheme in respect of each concerned employee. Provident fund and family pension scheme at the rate of 12 % of wages (or at the rates made applicable by the Government time to time). The contractor's contribution and his workers contribution towards provident fund and family pension scheme shall deposited by the contractor with concerned PF Authorities.

5) Workmen's Compensation & Employer's Liability Insurance.

The contractors shall have to obtain Employee Compensation Policy under the Employees Compensation Act before starting the work. Employee Compensation Insurance shall be obtained for all the workers engaged for the execution of awarded contract. If any of the work is sub-letted, the contractor shall ensure that the sub-contractor take and provide workmen's compensation and Employer's liability insurance for the labours engaged. Contractor is liable to pay compensation in case of accidental injury arising out of and in the course of employment as per the said Act and shall bear medical expenses due to on duty accident.

6) The Payment of Gratuity Act, 1972

For better compliance, contractor shall pay amount of gratuity on a monthly basis along with the payment of wages, calculated on a pro-rata basis per month, which is equivalent to 15 days' wages for each completed year of service for every worker. (* applicable to ARC / BRC works contract only)

7) The Payment of Bonus Act, 1965

Every worker shall be entitled to be paid by the contractor in an accounting year, bonus, in accordance with the provisions of this Act, For better compliance, the contractor should pay bonus amount on a monthly basis along with wages calculated on a pro-rata basis per month. Contractor has to submit the paid bonus details of its worker in Form No. C as per the provisions of the said Act as and when required by the Govt. Authority as well as by GSECL.

8) The Maternity Benefit Act, 1961

Contractor shall ensure that entitled female worker should provide Maternity Leave and other benefits as per the provision of the said Act.

9) The Building and other Construction Workers' Act, 1996

For any construction work, fall under the definition of Section 2(1)(d), happening outside / inside the Factory premises the said act will be applicable and the contractor or its sub-contractor shall be liable to comply with the provisions framed there under.

10) The contractor shall give preference to existing or local contract workers for engagement in the awarded contract and shall issue appointment orders to each and every workers individually at the time of their engagement during the period of contract and terminate the same at the end of the each contract.

Follow the mentioned procedure at each milestone for the execution of works contract.

11) On Commencement of Contractual Work

1. Before starting the work, the contractor may contact Labour Welfare Officer / Industrial Relations Officer for all formalities related to labour law compliance before commencement of the contract and onward Labour Law compliance thereof, so that later no dispute will arise in respect of compliance of labour laws.
2. It is the responsibility of the contractor to ensure that contractor's employees maintain strict discipline as regards security, methods of safe working etc, and not to cause any hindrance to smooth running of power station or in execution of duties by GSECL staff. Any lapse in this regard will be viewed seriously and if lapse found, contract is liable to be terminated. If any of contractor's staff is found unsuitable or not behaving properly, the contractor shall have to remove such worker from the work-site on demand by EIC. To maintain harmonious industrial relations amongst contract labours is solely the responsibility of contractor. Any breach of the same will be viewed seriously.
3. A digital system developed at the request of the agencies working at the premises of GSECL, is to facilitate them for easy, efficient, effective management of data, gate passes, attendances, medical records, Police Verification documents etc related to their employees / workers deployed for various works and services against work order of GSECL.
4. On receipt of LOA and before commencement of work, authorized representatives of the agency shall login in the CLIMS online portal / prevailing system at relevant time and apply for registration of their employees / workers uploading all information with required documents in digital form. Upon completion of due verifications, clearance by EIC and HR departments, contracting agency will obtain gate passes. GSECL will only consider documents like wage sheet duly accepted and signed by individual workers, as per the engagement/deployment duration/hours of individual worker duly

certified by the agency, being the employer, for the purpose of payment of bills and HR clearances.

Agency shall be solely responsible for maintaining accurate and up-to-date data of their workers in the portal/ prevailing system at relevant time. All statutory compliances under prevailing laws shall remain the responsibility of the contracting agency. The agency shall indemnify GSECL against any liabilities arising from non-compliance of legal provisions or inaccuracies in the data maintained by them in the digital portal of CLIMS/prevailing system at relevant time.

5. The Contractor who intends to engage labours more than the specified limit under law, then necessary - Form No. V under the Contract Labour (R& A) Act, 1970 or Form No. VI under the Interstate Migrant worker (employment regulation) Act 1979 as applicable is to be obtained for the purpose of obtaining Labour License from the Licensing Authority.
6. It shall be the duty of the Contractor or his Supervisor to ensure Bio-Metric punching and reporting at the location of work.
7. The contractor shall employ adequate number of experienced staff at site for daily supervision and for maintaining of various registers and records required under the Labour laws and contracts. No payment for such supervision shall be admissible.
8. The gate passes obtained for any specific work order will be valid for that specific work order only and contractor should not divert the man power for any other work order. If any work or part thereof is desired/required to sublet, the contractor shall obtain the necessary permission of EIC in black and white well in advance which is mandatory for considering the statutory documents of agency other than the agency who awarded work order.

12) During Contractual Work under the progress:

1. All Contractors shall have to make the payment of wages to the Contract Labours engaged by them, on or before 7th of every month through Nearest Nationalized Bank compulsory, preferably situated in the premises of power station area. The Contractor shall supply copy of Bank Statement duly stamped by the Concerned Bank as a token of proof towards payment of Wages through CLIMS / prevailing system at relevant time.
2. All Contractors has to comply & maintain statutory documents / registers under the provision of labour laws & EPF Act.
3. In case the contractor having more than one contract in the same TPS, the contractor shall have to obtain work order wise separate Gate Passes and submit the same with the documents of statutory compliance that too work order wise every month to the User Department to enable their onward billing clearance.

(13) CONTRACTOR TO INDEMNIFY THE GSECL REGARDING LABOUR LAWS

The contractor shall indemnify and keep indemnified the GSECL, and every member, officer and employees of the GSECL, also Engineer-in-charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matter referred in above clauses and elsewhere and against all actions, claims demands, cost and expenses which may be made against the GSECL by any workman/ employees of contractor or any sub-contractor and or from any liability any wise to any workman/employees of the contractor or sub-contractor under any laws, rules or regulation having in force of law including but not limited

to claims against the owner under employee compensation Act, 1923. The Employee's Provident Fund Act, 1952, and/or the contract labour (Abolition and Regulation) Act, 1970.

The GSECL shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor, and the contractor shall indemnify and keep indemnified the GSECL against all such damage and compensation and against all claims, demands proceedings costs, charges and expenses whatsoever in respect of or in relation thereto.

The contractor shall at his own expense / risk and cost to comply with all the labour laws as above-mentioned and keep the G.S.E.C.L. indemnified in respect thereof.

GSECL : shall be entitled / empowered to deduct directly from the bills, the amount to be paid to engaged bonafide contract workers or the contract workers engaged by Sub-contractor; any sum or sums payable by main contractor / sub-contractor and which sum/sums the Corporation is required to pay in capacity of Principal Employer on account of the default

of contractor in respect of all liabilities incurred out of non-compliance regarding any provisions of Labour Laws and same amount shall be recovered from the pending dues of the contractor with 15% administrative charges.

Any other rules and regulation, conditions, circulars etc., that are in force at present and that may be framed by the GSECL from time to time in connection with contracts will be binding and acceptable to contractor.

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 State Government / Government of India, which the contractor shall have to comply with.

The contractor shall provide the name of authorized representative, as provided to other statutory Government authorities and will be notified to Engineer In-Charge time to time.

14) Submission of Statutory documents to ensure the compliances:

The contractor shall upload statutory documents, work order-wise, under Labour Laws and EPF in CLIMS / prevailing system at relevant time.

Required documents shall be uploaded by the contractor in existing portal /prevailing system at relevant time invariably each month to Engineer In-Charge for onward process and smooth clearance by HR Department.

List of documents required for gatepasses of contract workers through clims /prevailing system

Sr. No.	Description of documents attached
1	Copy of Work Order
2	Copy of P. F. Code No.
3	Insurance Policy as per subject of work order under the Workmen Compensation Act, 1923
4	Contract agreements/ subletting work contract documents with approval copy
5	Copy of Id proof of Aadhar card or Election voting card or

	driving license or Passport only
6	Copy of Police Verification in respect of each contract workers

- 15.** The contractor whose work order value is above Rs. 5 lacs shall have to submit “Declaration cum Indemnity Bond” on Rs. 300/- Non-Judicial stamp paper in prescribed Performa (Annexure- “B”) with Agreement and Indemnity Bond before the commencement of the contract.

Annexure- “B”

DECLARATION CUM INDEMNITY BOND

(On Rs.300/- Non Judicial Stamp Paper duly notarised)

THIS DECLARATION CUM INDEMNITY BOND made at -----
(mention location) by **M/S.** ----- having its Reg. office at-----
----- (hereinafter referred to as **“Contractor”**

which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective assigns, successors, executors, subcontractors and / or administrators) of the **ONE PART** in favour of

M/S Gujarat State Electricity Corporation Limited having its power Station at**Thermal Power Station** (hereinafter referred to as the **“Company”**), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its assigns, successors) of the **OTHER PART.**

WHEREAS the COMPANY has entered into a contract with the Contractor for the work of”-----“ under order No: ---
----- dated-----“hereinafter called the “Contract”);

AND WHEREAS it is one of the essential conditions of the Contract that the Contractor shall comply with all the provisions of the Labour & Industrial Laws, as may be applicable from time to time for the discharge and completion of the works and completion of the Works and Services covered under said Contract Labour (R & A) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, The Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act 1948, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Wages Act, 1936, Employees Compensation Act, 1923, Factories Act, 1948 and other Labour Laws, Rules, Notifications and Codes which are at present applicable to the contractor and which may be applicable during the tenure of the contract (hereinafter referred as the ‘Laws’).

AND WHEREAS the Contractor has agreed to execute this Declaration cum Indemnity Bond to this effect and has agreed to indemnify and Company, it’s Directors, Officers and employees and representatives indemnified and hold harmless against all third party claims, charges ,penalties, fines, expenses ,losses, damages costs, suits or any other levy against the Company and/or the management due to the failure of the Contractor to observe or follow all applicable laws.

NOW THIS DEED WITNESSETH AS UNDER

1. The Contractor hereby declares that all acts, deeds, actions, activities, conduct and lapse, delays, misdeeds, faults, breaches, inactions etc done by his assigns, successors, executors, subcontractor and / or administrators shall be construed to be have been done by the

contractor and he alone shall be liable for such acts, inactions etc.

2. In consideration of the Company awarding the Contract to the Contractor subject to the condition of execution of this Declaration cum Indemnity bond, the Contractor declares and represents to the Company that the Contractor has obtained all Statutory registrations, Certificates, licenses and approvals required under the Laws enabling the Contractor to execute the Contract in a legal and lawful manner.
3. That in the event of any liability arising out of non-compliance of any 'Laws' of the land by the Contractor in connection with the Performance of the contract, the Contractor shall bear all the resultant liability (ies) whatsoever, if any and that the company, its Directors, Officers and employees, representatives, shall not be liable for any such liability(ies). The Contractor undertakes to indemnify and keep the Company and its Directors, Officers and employees, representatives indemnified, defend and hold harmless, against all losses, costs, damages, claims, penalties, interest, expenses, demands, fines, legal liability, causes of action, injury to persons, suits etc., which may be suffered, incurred, undergone and / sustained by the Company including the Costs and expenses that may be incurred in defending any such liability(ies) claim(S), Proceeding (S) etc. that maybe made or taken or taken or arise on the same by any Person, body, authority, government, judicial /quasi - judicial authority due to the failure or non-compliance of any such laws and rules there under (including any amendments in acts, laws, statutes & rules there under) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said Contract.
4. The Contractor further declares that in case of any suit / claim / right / damages / compensation / fine / levy / charges / expenses / losses / penalties / costs raised by the third party, including contract labours engaged by the contractor, he shall join such proceedings in such Suit/Court/Tribunal/Authority and effectively defend the same.
5. The Contractor hereby agree and undertakes to make good any loss, damage, claims, suits, demands, decrees, expenses that the Company may suffer to the fullest satisfaction of the Company and if the Contractor fails to make good the same then the Company shall have the right to recover the same from and or any other loss sustained, without any restriction or limitation, together with any other incidental expenses, costs, and all incidental logistic expenses etc that may be suffered by the Company from the Contractor and the Contractor hereby further confirms and declares that this Declaration cum Indemnity Bond is irrevocable and shall be final and binding on him, his heirs, executors, administrators, legal representatives, successors, subcontractors and assigns, wherever the context applies. any claims, demands, shall be adjusted against any amount due and payable to the Contractor and the Company shall have the right to withhold any amounts due and payable to the Contractor, till the settlement of such claims, disputes to the Contractor towards discharge of such claims, obligations etc.

6. This Declaration cum indemnity bond shall be in accordance with the laws of India and any dispute between the parties with regard to this Declaration cum Indemnity Bond shall be resolved through the dispute resolution process mentioned in the General Conditions of the Contract (GCC).

IN WITNESS WHEREOF, the said Contractor has hereunto set their hand the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED By the within named "CONTRACTOR"

(Authorised Signatory)
Rubber Stamp of Firm/Company
Full Name:
Designation:
Date:

In presence of Witness

Name & Address of Witness Signature

1. Full Name :
Residential Address:
Contact No. :
2. Full Name :
Residential Address:
Contact No. :

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