



**ELECTRIC &
PHOTOVOLTAIC
DIVISION (EPD)**

**ANNEXURE-I
TO SPECIAL
CONDITIONS OF
CONTRACT (SCC)**

TENDER NO.: 30029698

SN	Clause	Details
1.	Statutory Requirements	1.1 The Contractor will be required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, Service Tax, Minimum Wages prevailing at the time of payment or Arrears thereof, Declared Holidays, Leave, Night Shift Working Allowance, Transport Allowance etc. 1.2 The Contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month. 1.3 The Contractor shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The Contractor, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions. 1.4 The Contractor shall fully indemnify the loss, if any, caused to BHEL, due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Contractor or his representative. 1.5 The Contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order go through them by the Company whenever required. 1.6 The Contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Contractor in making such payment, and payment of his bill will be deferred. 1.7 The Contractor will be required to maintain the daily attendance of his labourers in the prescribed Proforma for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc. 1.8 The Contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per the provisions of Act and the Rules thereof. However, if due to exigencies of work the Contractor engages his workmen on National Holidays or Festival Holidays Contractor shall pay additional wages as prescribed under the provisions of the Act.
2.	Manpower	2.1 The Contractor shall be responsible for safety of his labourers while they are engaged for work connected with BHEL contract. 2.2 The Contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Contractor and his employees, the Contractor alone is solely responsible for resolving the dispute between them

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		and BHEL will in no way be responsible for settling the dispute either statutory or otherwise. 2.3 The Contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The Contractor or his representatives shall be available in the factory to control his workers and take down instructions from the designated officials of BHEL. 2.4 The Contractor shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments. 2.5 The Contractor shall employ only such personnel who are medically fit. The company has right to direct the Contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit. 2.6 Contractor shall not employ workmen who are less than 18 years of age. 2.7 Contractor has to ensure presence of his supervisor who should be capable of managing of his workforce, carry out the job smoothly, maintaining and submitting all statutory records and co-ordination with designated BHEL officials.
3.	Duties and Responsibilities of the Contractor	The duties & responsibilities and obligation of the Contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance. 3.1 The Contractor will not engage any child labour (i.e. any workers below the age of 18 years) and the Contractor will abide by the provisions of child labour (Prohibition & Regulation) Rules 1988. He should issue appropriate appointment letter to his workmen. 3.2 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the Contractor: - A notice showing the wage period and the place and time of disbursement of wages to be displayed at the place of work and a copy sent by the Contractor to the HR Department (Rule 75). - A register of workman Form XIII (Rule 75). - Employment card Form XIV (Rule 76). - Service Certificate Form XV (Rule 77). - Muster Roll, Wage Register, Deductions Register, overtime Register Etc. - Half yearly return to be maintained (In duplicate) by the Contractor to the licensing officer. Form – XXIV (Rule 82 (I)) - All statutory registers and records shall be preserved in original for a period of Ten years.

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	3.3 The Contractor shall comply with the provisions of Contract Labour (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules. 3.4 All the registered Contractors shall submit the returns required under contract Labour (Regulation & Abolition) Act 1970. 3.5 EPD – Bangalore is a Notified Area under the provisions for ESI Act 1948, the Contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act, The Contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.,) as per ESI Scheme from ESI authorities including Medical Benefit etc,. The Contractor shall arrange for filling of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The Contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities. 3.6 Workmen insured under ESI Act only shall be deployed in contract work. 3.7 The Contractor shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept. 3.8 Notwithstanding anything contrary to this, in the event of accident the Contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein. 3.9 The Contractor shall have the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept. 3.9.1 Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Chalan. 3.9.2 Annual Return in Form 6A along with Form 3A. 3.10 The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995 3.10.1 Declaration of Nomination, Form No.2 Para 33 and 61 (1). 3.10.2 Pass Book. 3.10.3 Cash Book. 3.10.4 Attendance. 3.10.5 Wage Register. 3.11 The Contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948.
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	3.11.1 The Contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner. 3.11.2 The Contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to furnish under the provisions of the schemes under the Employees P.F. and Misc. provisions Act 1952 and ESI Act 1948 to the authorities under the said acts. 3.12 In case of revision of Minimum Wage by the State Govt. after the award of work by BHEL, the Contractor will be liable to pay the difference of increased wages for such period. Any failure to comply with the statutory requirements on the part of Contractor, shall disqualify such Contractor from all contracts awarded to him and his name shall be black listed for further tenders/contracts. 3.13 The Contractor shall maintain Form D as per Rule 5 of the PAYMENT OF BONUS ACT 1965. The Contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and to keep all the records in Form C as per the said Act. 3.14 The Contractor shall supervise the work allotted to him and to be carried out by his employees. 3.15 Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. 3.16 In case Contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the dues payable under the contract can be utilized by BHEL to discharge the liability of the Contractor. 3.17 The liability for compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor. 3.18 NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL): The Contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the Contractor has to pay wages as per Section 5, sub section 2 and 3 of the said act. 3.19 Besides the three national holidays 15th August, 26th January and 2nd October, if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the Contractor shall be required to provide paid holiday to its workers for the same. If any of the contract
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workers works on such additional declared national holiday, he will be entitled to additional wage for the said day.

- 3.20 **GENERAL ELECTIONS:** If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the Contractor shall give their workmen half day leave in "First" shift only. The Contractor's workmen working in B and C shifts will be required to exercise their franchise during their own time.
- 3.21 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1969.
3.21.1 Leave Book Form No. 15 (Rule 121)
3.21.2 Nomination Form No. 25 (Rule 127)
- 3.22 The Contractor will extend leave with wage to his workers who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year, at the rate of one day for every 20 working days. A worker commencing service on a day other than the 1st day of the January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of days in the remaining year. The Contractor will pay the un-availed portion of leave in cash every Six month from the start of the contract.
- 3.23 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working.
- 3.24 The Contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 3.25 The Contractor shall be required to deposit service tax as applicable as assessed by Central Excise Authority (Service tax cell) Bangalore before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- 3.26 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of Contractor.
- 3.27 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 3.28 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker Fathers



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	Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC ESI No, PF No. and the workmen family member details. 3.29 The Contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same. 3.30 The Contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The Contractor will also be responsible for the good conduct of his workmen. 3.31 The Contractor or his authorized representative shall be required to be present at the work place / site during working hours for the purpose of supervising the work and executing as per contract. 3.32 The Contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time. 3.33 In case the Contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be canceled / terminated in part or in whole. In the event of such cancellation / termination of contract, the Contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other Contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is canceled, the remaining portion of contract may be allowed be executed by the Contractor. 3.34 Whenever any sum of money is found to be recoverable from or payable by the Contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the Contractor under this contract or under any other contract. In case the recoveries are not complete even after such deduction, the Contractor shall pay the same. 3.35 During the currency of contract, if the Contractor is awarded any other work contract in BHEL, the Contractor will have to inform the designated BHEL official before accepting the other work. 3.36 In case of any extra work executed by the Contractor, the Contractor will be paid on pro-rata basis as per the provisions of extant policies. 3.37 All the terms and conditions as mentioned in work order will also form a part of the agreement. 3.38 BHEL shall have the right to deduct any sum from the bill of the Contractor for making good the loss suffered by a worker or workers by reason of non-
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		fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations. 3.39 The Contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed. 3.40 The Contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises. 3.41 The Contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense. 3.42 BHEL officer In-charge shall have the right to stop the work at any stage or at any time by giving the Contractor the seven days' notice in writing and the measurement of the work shall be made by the officer or his authorized representative at any time after due notice at the time of measurement to the Contractor. When the payment is made to the Contractor based on such measurement, whether or not the Contractor or his agent was present at the time of measurement, he shall have no further claim against BHEL. 3.43 NON DISCLOSURE AGREEMENT: Vendor/Lessor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) in compliance to Information Security Management System.
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