

SPECIAL CONDITIONS OF CONTRACT संविदा की विशेष शर्तें

(Relating to Labour Laws) श्रम कानून से संबन्धित

1. It is expressed terms of this tender/contract that this tender/contract shall be governed strictly in accordance with all the terms and conditions as embodied in all other documents forming part of this tender/contract. The Contractor shall be responsible to produce to and /or complete the under the contract exclusively with his/it's duly employed workmen solely at his/it's own risk and responsibility.

2. The definition of "workmen", "Contractor", "principal Employer", "Wages" or any other statutory terms, used elsewhere in this tender/ contract, shall have the same meaning as are assigned to them by the Contract Labour (Regulation & Abolition) act,1970or any other applicable/ appropriate enactment.

3. While performing the contractual work, the contractor must ensure compliance with all the existing statutory labour enactment/ regulations, including the following:-

- a) Contractor Labour (R & A) Act,1970 and Central & State Rules as applicable.
- b) Minimum Wages Act, 1948.
- c) ESI Act,1948
- d) EPF & MP Act, 1952.
- e) The Building & other Construction Works (RE &CS) Act, 1996 & Rules

4. Contract Labour (R & A) Act, 1970 & rules framed thereunder. The Contractor is to comply wit all the provisions of the Act including the following important requirements under the Act.

a) To obtain a labour Licence issued by the Competent Authority (i.e. Licencing Officer) where the execution of works are to be carried out. The contractor , on whom the contractor is awarded by the Principal Employer /GRSE is require to obtain Licence for all the Contractor Labours working under it/him , including the Contractor Labour of his /it's sub-agency's piece rated workers or any other labour engaged by it /him in any manner for the execution of the contract at the principal Employer /GRSE premises as applicable under the relevant provision of the Act. The Contractor is to contact the Office of the Asst. Labour Commissioner, 6, Church Lane Kolkata-700 001 or any other appropriate office / Authority for obtaining /renewal of the Labour Licence etc. in respect of contractual work executed by him /it for the principal Employer/GRSE.

b) The Contractor shall maintain a "muster Roll Register", "Register of Wages", "Deduction", "Overtime", "Fines" and "Advance" strictly as per the provisions of the Act. The Contractor shall issue Wage Slips to the workman at least a day prior to disbursement of wages. The Registers maintained by the Contractor shall be placed for inspection and scrutiny by the concerned officer of the Principal Employer/GRSE at regular intervals and also as and when required.

c) the Contractor shall be responsible for payment of wages to each workman employed by it /him in accordance with law and the disbursement of wages shall be made in presence of authorised representative of the Principal Employer /GRSE. No wage period shall exceed one month and wages of every workman shall be paid within thee days from the end of the wage period, in case the wage period is one week or a fortnight and in all other cases before the expiry of the 7th day from the end of wage period.

d) Contractor is required to cover all the workmen under them including those workmen of the Sub-agencies, piece rated workers or any other workers engaged by him/it in any manner under ESI & EPF & MP Acts. All these workmen are to be covered under separate Code Nos. of the Contractor. Contractor should also ensure it's own PF & ESI Code while entering into the contract.

e) Notice showing the rates of wages, hours of work, wage period, date of payment of wages/unpaid wages, name, address and designation of Inspector, having jurisdiction, shall have to be displayed in conspicuous places and at the work site as per Rule 81(1)(i) of the Contract Labour (R & A) Act and the Rules framed there under. A Notice board shall have to be exclusively earmarked for above purpose.

f) A copy of the notice as per Rule 81 (2) of the act shall be required to be sent to the inspector and wherever any change occurs, the same shall be required to be communicated to him forthwith.

g) As per Rule 81 (3) of the Act, information of commencement / completion of work of the Contractor shall have to be communicated to the Inspector within 15 days from such commencement/completion.

5. Photocopies of Registration Certificates of Code Nos. along with current documents/ challans etc. in support of deposit of contribution as applicable under above Act/Rules are to be submitted with Techno-commercial part of tender.

6. Compliance of EPF & MP Act ईपीएफ एवं एमपी अधिनियम का अनुपालन:

a) The Contractor shall have own P. F Code no. against his Firm and submit the same to GRSE while entering into /finalising tender.

b) P.F shall have to be deposited against own code of the Contractor and P.F. Challan along with Annexure for P.F deposition against Contract Labour ,name wise, shall have to be submitted to the Principal Employer by the 20th of every month. Besides, all other statutory returns pertaining to P.F. are to be submitted by the Contractor in time.

c) In the event of failure to show proof of P.F Deposit for all the workman working under the Contractor, including workers of it's Subcontractor, payment/clearance of the right to pay the bill after suitable deduction on account of P.F. Bills of such defaulted Contractor shall be settled only on satisfactory production of P.F deposit challan in respect of Contractor Labour duly certified by the HR Dept. of the respective Unit/Main Yard of Principal Employer/GRSE.

7. Compliance of ESI Act ईएसआई अधिनियम का अनुपालन:

The Contractor shall have own ESI Code No as against his Firm and submit the same to GRSE while entering into contract/ finalising tenders. The Contractor shall cover all the workman /employees engaged by him, under ESI Act/Scheme and pay the monthly contribution (both employer and employee) and shall furnish all necessary particulars to ESI Corporation as required by the said Act under their own ESI Code and also to the Principal Employer/GRSE.

The Contractor expressly undertake that nobody will be engaged by it/him without coverage under the Act. In case ESI Code No of the contractor is inoperative for whatever reasons , the Principal Employer/GRSE will be at liberty to deduct ESI Contributions at appropriate rates from the Contractor's Bill and deposit the same to the ESI Authority.

8. Contractors having ESI Code ईएसआई कोड वाले ठेकेदार:

The Contractor will furnish a list containing details of workmen/employees to be engaged for work to the concerned Department before taking up the assigned job. Any subsequent change will have to be intimated forthwith to the concerned Department of the Principal Employer /GRSE for proper control. In addition, they will also submit documentary evidence showing all compliance with ESI formalities in respect of employees engaged in the job of the Principal Employer / GRSE. Such documents will be monthly challan for ESI deposit and certified copy of all half-yearly returns submit to ESIC etc., subject to satisfactory compliance of all formalities.

9. All Contractors shall ensure that detailed responsibility be strictly complied with as envisaged in the enclosed list of Contractors responsibilities along with other provisions as applicable to them as per Appendix 'B'.

10. The Contractor engaged in Shipbuilding works is require to obtain registration under the Building & Other Construction Work Act, 1996 and Rules framed there under and is also required to maintain Registers and Records and submit returns strictly in line with the stipulated provisions of the said Act & Rules so framed.
