

SECTION-IV

GENERAL CONDITION OF CONTRACT (GCC)

(This section (Section-IV) along with Section-V (which shows specific changes to Section-IV and supersedes/supplements it) of the Bidding Documents provides the information necessary for execution of contract, in accordance with the requirements of the Employer. These documents are meant for the exclusive purpose of bidding against this Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

	<u>GENERAL CONDITION OF CONTRACT</u>
1.0	<u>DEFINITION OF TERMS</u>
1.1	<p>Buyer / POWERGRID/'Corporation'/Employer / Owner shall mean POWER GRID CORPORATION OF INDIA LTD., Western Region II, Sama Savli Road, Vadodara - 390008 and shall include their legal representatives, successors and permitted assigns.</p> <p>However, for all intents and purposes, the Service Provider / Contractor / Agency shall be the "Employer" within the meaning of different Rules & Acts and Applicable Laws in respect of manpower so deployed.</p>
1.2	The 'Service Provider /Contractor/Agency' means the firms whose bid to perform the Contract has been accepted by the Employer and is named in the NOA/ LOA/ GeM Contract, and includes the legal successors or permitted assigns of the Contractor.
1.3	"Applicable Laws" shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, by-law, approval, directive, guideline, policy or other government restrictions as may be in effect.
1.4	"Arbitrator" means the person or persons appointed by agreement between the Buyer and the Service Provider to decide on or to settle any dispute or difference between the Buyer and the Service Provider referred to him or her by the parties pursuant to GCC Clause 17 (Arbitration) hereof.
1.5	"Contract Documents" shall mean this Bidding Document containing Instructions to Bidders, General & Special Terms and Conditions of Contract, Minutes of clarifications to the extent they have been accepted by the Buyer prior to the Award of Contract.
1.6	The 'Contract' shall mean the notice inviting the bid and acceptance thereof and the formal agreement on GeM portal executed between Buyer and the Service Provider together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, schedule of quantities with rates and amounts.
1.7	'Notification of Award (NOA)/Letter of Award (LOA)' shall mean the official notice issued by the Buyer or GeM portal notifying that his proposal has been accepted and that the Service Provider is required to sign the Contract Agreement.
1.8	"Officer-in-Charge / Engineer-in-Charge" shall mean the Engineer/Officer/ Administrative Officer (<i>as provided in SCC</i>) appointed by the Buyer or his duly "authorized representative who shall direct, supervise and be in-charge of the works for purpose of this contract.
1.9	The 'Manpower/Workers/staff / Supervisors' shall mean staff to be deployed by the Service Provider for the services to be executed in accordance with the contract or part(s) thereof as the case may be, as required for performance of the contract.
1.10	A 'Day' shall mean a day of 24 hours from mid night to midnight irrespective of the number of hours worked in that day.

1.11	The word imparting singular shall also include the plural and vice-versa where the context so requires.
1.12	The title or heading shall not alter or affect the intent of scope of the clauses or articles of the documents.
2.0	<u>CONTRACT</u>
2.1	<p>The Contracts (<i>may be referred as Agreement</i>) to be entered into with the successful Bidder on GeM portal shall be a single contract covering all the Services related to subject package (<i>Supply of Services Contract</i>).</p> <p>The main stakeholders associated with this agreement are: (a) Buyer: who is responsible to provide clear instructions, approvals and timely payment for the services availed; and (b) Service Provider: who is responsible to provide all the required services in timely manner. Service Provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement.</p> <p>The scope of services, responsibilities and obligations of the stakeholders have been outlined in this document.</p>
3.0	<u>DURATION OF CONTRACT</u>
3.1	The duration of the Contract shall be for a fixed period of 3 (Three) years from the effective date of the contract, as per (b) below. However, in exceptional circumstances, the same may be extended for maximum period of 1 (One) year on existing rates, terms and conditions.
3.2	The Buyer after issuance of Contract, shall allow a mobilization period of 15 days under the Contract. During the mobilization period, all the major issues regarding deployment of manpower, availability of statutory licenses, insurance etc. shall be tied up with the Service Provider. The Service Provider shall obtain / apply (<i>if not available</i>) for all requisite insurance policies, licenses / clearances from appropriate authorities such as Labour Authorities, Provident Fund Commissioner etc. A copy of all such documents will be provided to the Buyer before commencement of the work. After completion of the mobilization period, work shall be started immediately at site/establishment / office(s), as applicable. However, if the Service Provider has all the requisite documents, mobilization period may be reduced to a mutually agreed time. The Service Provider shall not be allowed to work without having valid labour license, Workman Compensation Insurance Policy, provident fund code no. and ESI code nos., as applicable.
4.0	<u>CONTRACT PRICE & ITS VARIATION</u>
4.1	The Contract Price shall be as specified in NOA / LOA / GeM Contract and the same is as per prevailing wages (<i>as on the date specified in NOA / LOA/ Contract</i>) for deployment of manpower for undertaking of entire scope of work.
4.2	The cost of the contract shall be valid for contract period. No price escalation shall, other than minimum wages revision, shall be entertained by the Buyer during the period.
5.0	<u>TERMS OF PAYMENT</u>

5.1	The payment to the Service Provider shall be made on monthly basis for the actual operations performed as per contract/ instructions of Officer-in-Charge or his authorized representative. No advance payment shall be given under any circumstances whatsoever.
5.2	<p>Any payment under this contract shall be released after following activities are completed by the Service Provider:</p> <ul style="list-style-type: none"> (i) Signing of Contract Agreement with POWERGRID / Award of GeM PO. (ii) submission of Performance Security/CPG or furnishing the declaration for opting deduction from the Running Bill of the Service Provider as Performance Security (iii) Submission of copy of PF, ESI (<i>if applicable</i>), GST registration, Labour License and any other registration as may be applicable as per statutory requirements for execution of the Contract. (iv) Submission of copy of Employees Compensation Insurance policies, if applicable.
5.3	<p>Payment / monthly bill shall be released against submission of the following:</p> <ul style="list-style-type: none"> (i) GST invoice(s) (<i>original with copies in triplicate</i>); (ii) Details of attendance sheet /Logbook maintained by the Service Provider during previous month; (iii) Proof of reimbursement of monthly wages in the respective bank account of deployed manpower i.e. Payment Statement; (iv) Challan/ receipt for deposit of PF, ESI (<i>if applicable</i>) and GST with concerned authorities and certificate towards compliance of other statutory provisions for the previous months as per Annexure-B. <p>However, with the bill for the first month, certificates mentioned at (iii) & (iv) above shall not be applicable.</p>
5.4	The Service Provider shall submit the bills along with all the documents as per 5.3 above once in a month to the Officer-in-Charge within the first week (<i>i.e up to 7th day</i>) of each month for the preceding month for release of payment. The payment shall be made to the Service Provider by Paying Authority (<i>as per Contract</i>) based on the verification and certification of bills by Officer-in-Charge.
5.5	POWERGRID shall release due amount through Electronic payment mechanism (E-Payment) in favour of Service Provider within 21 days of receipt of complete bills. Service Provider shall release wages/Salary to its personnel deployed at POWERGRID through crossed account payee cheque/ ECS on or before 7 th day of every month irrespective of the payment received from POWERGRID. In case 7 th day being a holiday, wages should be paid on the preceding working day of the month.

5.6	<p>Service Provider has to deduct and submit PF compulsorily for all the employees deployed by them irrespective of statutory requirements (i.e. even if total No. of employees deployed by him are less than 20).</p> <p>Service Provider shall obtain PF/ESI code for itself and all of their employees for deposit of the contributions. Service Provider must ensure that all their employees are made available PF statement and ESI card wherever applicable, falling which payment due to them shall be withheld.</p> <p>POWERGRID may verify from EPF/ESI authorities, the details/ status of payment made by the Service Provider, before making payment of the last bill of the Service Provider. In case, the information furnished by the Service Provider is found to be incorrect, POWERGRID shall take appropriate action against the Service Provider.</p>
5.7	<p>The premium paid by the Service Provider towards Employees Compensation Insurance policies, in lieu of ESI, shall be reimbursed separately to the Service Provider on submission of the policies and proof of payment of such premium. However, such reimbursement shall be limited to total ESI subscription (<i>which would have been reimbursed to the Service Provider in case ESI was applicable</i>).</p>
5.8	<p>The Service Provider should ensure that no other charges except statutory charges should be deducted from individual concerned. It shall further comply with all tax regulations as prevailing from time to time.</p>
5.9	<p>In case POWERGRID receives any complaint regarding non-payment of wages to personnel deployed, the amount so payable to these personnel shall be recovered from Service Provider's bill/ other dues and paid to such personnel directly by POWERGRID.</p>
5.10	<p>The payment shall be regulated as per accepted rates only. Service Provider shall not be entitled to any extra payment/ compensation or remuneration relating to work done during unfavorable weather or relating to any special arrangements made to complete the work as per the schedule of items.</p>
5.11	<p>GST shall be paid by POWERGRID upon submission of invoice as per GST act on monthly basis.</p> <p>All GST payment shall be against GST invoices/debit notes raised by the Service Provider as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Service Provider fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Payment towards taxes & duties shall be released by the Employer directly to the Service Provider.</p>
5.12	<p>Uniform shall be distributed to the manpower deployed within 15 days of commencement of the contract. A lumpsum amount of Rs. 3,500/- per head per annum towards Uniform/ liveries shall be paid to the Service Provider along with the 1st monthly Running bill. The next set of uniform shall be distributed after completion of 1 year from the date of distribution of previous set of uniform and the payment towards this shall be made in next Running bill(s).</p>

However, the above payment towards Uniform/ liveries shall be subject to certification by the Service Provider towards distribution of uniform as per following break up:

Sl. No.	Item	Quantity	Tentative Amount (INR)
1.	Pant & Shirt	Two Pairs	1,500.00
2.	Shoe & Socks	One Pair	900.00
3.	Sweater	One	600.00
4.	Raincoat	One	500.00
	Total		3,500.00

The colour of uniform will be decided by POWERGRID.

6.0 **MODE OF PAYMENT & PAYMENT TRACKING**

6.1 All the payments to be made to the Service Provider shall be made directly by the Buyer through electronic payment mechanism (*e-payment*) for which necessary details shall be tied up with the Service Provider during execution of the Contract. In no circumstance's cash / cheque payment shall be made.

6.2 Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the contractor. POWERGRID shall affect TDS as per the rules / statutory requirements and issue TDS certificate.

6.3 **Payment Tracking** - The Contractor/Service Provider may track the status of its bills using POWERGRID's 'On-line Vendor Bill Tracking System'. To use this system, the Contractor is required to get itself registered once online at POWERGRID's ERP Portal with the link URL (<https://etender.powergrid.in>). Once registered, the Contractor/ Service Provider may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

- a) Once registered, the Contractor/ Service Provider can log-in to POWERGRID's Vendor Bill Tracking System with Vendor Log-In ID and Password.
- b) Bill entry is to be done by the Contractor/ Service Provider on POWERGRID's ERP Portal prior to submission of bill. An automated e-mail with unique reference number will be sent to the Contractor/ Service Provider, which needs to be printed and attached on top of the corresponding physical bill to be submitted by the Contractor/ Service Provider to POWERGRID.
- c) On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Contractor/ Service Provider intimating that the physical copy of the bill has been received and is under verification / processing.
- d) The day the payment is made, a mail stating the "Bill number, net payment amount and details of the bank from where the payment has been made" will be sent to the Contractor/ Service Provider.

7.0	<u>PERFORMANCE SECURITY</u>
7.1	<p>The Service Provider shall, within 30 (Thirty) days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to value mentioned in the SCC, with an initial validity up to 90 (Ninety) days beyond the expiry of the Contract period.</p> <p>The performance security shall, at the contractor's option, be in the form of a crossed bank draft/pay order/banker certified cheque in favour of Employer <i>or</i> in the form of unconditional Bank Guarantee (BG).</p> <p>During execution of Contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order/banker certified cheque, may opt to furnish the Performance Security in the form of bank Guarantee for the same amount and as per 7.1.1 below. On acceptance by the Buyer, of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing bank, the said amount shall be refunded.</p>
7.1.1	Performance Security in the form of Contract Performance Guarantee (CPG)
a)	In the event of Service Provider decides to provide performance security in the form of Bank Guarantee (CPG), the same shall be as per the format given in Section VI, Sample Forms, of the Bidding Documents. and shall be from the Bank acceptable to the Buyer.
b)	<p>The Service Provider has the option to submit Bank Guarantee towards Performance Security using SFMS Platform. The Account details of POWERGRID for the purpose of Bank Guarantee (<i>towards Performance Security</i>) to be issued using SFMS Platform are given in the SCC.</p> <p>In addition to the above, the Bank Guarantee (<i>towards Performance Security</i>) should be submitted in the Physical form as specified above.</p>
7.1.2	Alternatively, in place of submission of Contract Performance Guarantee, Service Provider may opt for pro-rata deduction at the rate mentioned in the SCC from the Running Bill of the contractor as Security Deposit. In this case, the earnest money, if any, submitted by the Service Provider along with the bid/ tender shall be treated as Initial Security Deposit. The deductions shall be continued till the total amount towards Security Deposit reaches amount mentioned in the SCC of the contract value .
7.2	No interest shall be payable by the Buyer on the Performance Security.
8.0	<u>TAXES & DUTIES</u>
8.1	<p>The Service Provider shall be entirely responsible for payment of all taxes, duties, license fees and other such levies legally payable/incurred until delivery of the contracted supplies to the Employer.</p> <p>If it is statutory requirement to make deductions towards such taxes and duties or any other applicable taxes and duties, the same shall be made by the Buyer and a certificate for the same shall be issued to the Service Provider.</p>

8.2	The Service Provider shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Buyer indemnified and harmless against any claims that may be made against the Buyer. The Buyer does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Service Provider or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Buyer.
8.3	<p>The GST, as per the Contract, will be reimbursable (<i>along with subsequent variation if any</i>), by the Buyer on the services made by the Service Provider but limited to the tax liability on the transaction between the Buyer and the Service Provider.</p> <p>The Buyer would not bear any liability on account of any other taxes, duties, levies applicable locally, if any.</p>
8.3.1	Reimbursement of GST by the Buyer shall be at the rate applicable on the HSN/SAC of the goods/ services supplied by the Service Provider to the Buyer. The reimbursement of GST shall be against Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard. In the event that the Service Provider fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the Buyer shall not be liable to make any payment against such invoice.
8.3.2	Notwithstanding anything above or elsewhere in the Contract, in the event that the input tax credit of the GST charged by the Service Provider is denied by the tax authorities to the Buyer for reasons associated with non-compliance/ incorrect compliance by the Service Provider, the Buyer shall be entitled to recover such amount from the Service Provider by way of adjustment from any of the subsequent invoices submitted by the Service Provider to the Buyer. In addition to the amount of GST, the Buyer shall also be entitled to recover interest and penalty, in case any interest and/or penalty are imposed by the tax authorities on the Buyer for incorrect/wrong availment of Input Tax Credit. The Buyer shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Service Provider and the said determination shall be binding on the Service Provider.
8.3.3	Owner's GSTIN number in each state/UT is published on the Owner's company website https://www.powergridindia.com . While raising invoice/proforma invoice for Supply of Services, the Service Provider shall invoice the Owner using the GSTIN of Owner in the state/UT in which the service or part thereof is to be rendered.
8.4	Buyer shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.
8.5	The Service Provider shall comply with all tax laws in force in India. The Service Provider shall indemnify and hold harmless the Buyer from and against any and all liabilities, interest, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such tax laws by the Service Provider or its personnel, including the Subcontractors and their personnel.
9.0	<u>LIQUIDATED DAMAGES FOR ABSENTEES & FAILURE OF PERFORMANCE</u>

9.1	The Service Provider shall provide manpower services as per the Contract and as per the instruction of Officer-in-Charge. The Service Provider shall adhere to the timeline given by the Buyer for providing the required manpower.
9.2	In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by the Service Provider as per mutual understanding with the Buyer and without any additional liability to the Buyer. However, if the Service Provider fails to provide substitute, an amount of Rs. 200/- plus applicable GST per person per day of absent, towards liquidated damages but not as a penalty, shall be recovered from bills of the Service Provider, in addition to non-payment of salaries for the days of absence.
9.3	In case of absence of deployed personnel without prior information to the Buyer, in addition to non-payment of salaries for the days of absence, an additional amount of one day salary for each day of absence (<i>Proportionate for the month</i>) in respect of each and every absentee shall be deducted towards liquidated damages but not as a penalty from the bills of the Service Provider. However, if absent with prior permission, no such charges shall be deducted.
9.4	The total amount of liquidated damages in this regard shall be subject to maximum of 10% (<i>ten per cent</i>) of the contract price.
10.0	<u>INSURANCE</u>
10.1	<p>It shall be the responsibility of the Service Provider to take all necessary insurance(s) and to lodge and settle the claim with the underwriters. POWERGRID shall not bear any liability on this account.</p> <p>The Service Provider shall also be responsible for safety of all personnel deployed by them from time to time and they shall be responsible for payment of any compensation that may arise out of any accident, injury or death of workers during the execution of contract. POWERGRID shall bear no liability whatsoever towards any violations by the Service Provider in this regard.</p>
10.2	<p>In case, the area is not notified under ESI, or the Service Provider is not eligible to get ESI registration due to the number of personnel deployed being below the stipulated minimum, or ESI becomes inapplicable for personnel(s) due to wage ceiling, then, in lieu of ESI, the Service Provider shall obtain Employee Compensation Insurance Policy as per the Employee's Compensation Act 1923 and an additional Insurance Policy (like Mediclaim) for all the personnel deployed by them for this contract, which shall be renewed by the Service Provider, as and when required, till the expiry of the contract. The premium paid by the Service Provider for such policies shall be reimbursed by POWERGRID. However, such reimbursement shall be limited to total ESI subscription (<i>which would have been reimbursed to the Service Provider in case ESI was applicable</i>).</p> <p>The Service Provider shall also obtain from his underwriter of such insurance waiver of subrogation in favour of the Buyer and produce proof of such insurance within a reasonable time from the date of award of Contract.</p>
10.3	The Service Provider shall cover its personnel for personal accident(s) and death whilst performing the duty and the Buyer shall own no liability and obligation on this regard.

11.0	<u>SERVICE PROVIDER'S OBLIGATION</u>
11.1	<p>The Service Provider shall nominate a coordinator / Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer's department so that the services of the persons deployed could be availed without any disruption.</p> <p>The Service Provider shall be required to keep the Buyer updated about change of address, change of its management etc. from time to time.</p>
11.2	<p>It is the responsibility of the Service Provider to provide manpower as per Buyer's requirement. The person deployed should be below the age of 18 years. The person(s) deployed should be efficient while handling the assigned work and complete the assigned work in given timeline. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.</p> <p>The manpower provided by the Service Provider shall not be deemed employees of the Buyer hence the compliance of the applicable acts / laws will be the sole responsibility of the Service Provider.</p>
11.3	The Service Provider shall not sublet any part of the Contract. The Service Provider shall be responsible and liable to deliver the services as per the Contract.
11.4	<p>Service Provider; while providing the services shall be compliant with all the applicable laws with respect to Buyer's organization, region or premises. List of central labour laws under Ministry of Labour and Employment is given at Annexure-C(GCC). Service Provider shall follow all laws applicable for Buyer.</p> <p>The Service Provider shall be responsible for ensuring compliance with the provisions related to Labour Law (<i>Central / State</i>), Minimum Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (<i>R&A</i>) ACT, Workmen Compensation Act etc. as applicable from time to time.</p> <p>The Service Provider shall indemnify the Corporation against any payment to be made under and for observance of the above mentioned various applicable laws & rules. If POWERGRID is held liable as "Employer" or "Principal Employer" to pay compensation / contribution etc. under any Act or Court decision in respect of the employees of the Contractor, then the Service Provider shall reimburse the amounts of such compensation / contribution so paid by POWERGRID.</p>
11.5	Social Accountability 8000 compliance: The Service Provider shall comply to all the requirements of Social Accountability Standards i.e. SA 8000 (latest standard available at www.sa-intl.org) and maintain the necessary records.
11.6	The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand to the Buyer or any other authority under Law.

11.7	<p>The Service Provider will provide manpower services as per the service categories / manpower selected by the Buyer.</p> <p>The Service Provider shall provide the documentary proof for the qualification and experience of manpower deployed by him (<i>wherever it is required by the Buyer</i>). The biodata/ resume, qualification and experience of the said manpower, as required, should be certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.</p>
11.8	<p>The Service Provider shall be responsible for police verification, character and antecedents verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if Buyer so desires.</p>
11.9	<p>The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premises / designated premises in the given time limit.</p> <p>(a)List of persons deployed; (b) Biodata/ resume with antecedents details (<i>at the time of deployment</i>); (c) Copy of the Aadhaar Card of the candidates (at the time of deployment); (d) Identity Cards issued by Service Provider baring photograph (with 8 days of joining); (e) Identity proof and residential proof (at the time of deployment); (f) copy of police verification certificate (at the time of deployment); (g) copy of birth certificate, if required (at the time of deployment- for domicile purpose);</p> <p>Service Provider shall ensure that all the deployed manpower shall wear identity card provided by the Service Provider every day during the working hours.</p>
11.10	<p>In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer.</p>
11.11	<p>The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.</p>
11.12	<p>Conduct & Discipline</p>
a)	<p>The Service Provider shall ensure that the persons deployed by him, during the course of their work be shall perform integrity to the Buyer and shall not disclose/ share any qualified documents and information which they are not supposed to divulge to Service Provider/ third parties. In view of this, they shall be required to sign the confidentiality clause and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.</p>
b)	<p>No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.</p>

c)	The Service Provider and its employees shall not at any time do, cause or permit any nuisance in area of work in Buyer's offices and / or actual work site or do nothing which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the work area and to the public generally. If any employee of the Service Provider is, found creating any nuisance then necessary action as deemed fit shall be taken by the Service Provider, immediately on receipt of such information from the Engineer- in - charge of the Buyer or his authorized representatives.
d)	The Service Provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The Service Provider shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in-charge upon any matter arising under the clause shall be final and binding on the Service Provider.
11.13	<p>Any damages / losses caused by deployed manpower shall be borne by the Service Provider. The Buyer shall not be responsible for financial loss or any injury to any person deployed by the Service Provider in the course of performing the functions / duties, or for payments towards any compensation.</p> <p>Consequent to poor performance of deployed manpower, Service Provider shall immediately replace the deployed manpower thereby maintaining service levels and continuity.</p>
11.14	The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider shall be the responsibility of the Service Provider.
11.15	The Service Provider and/ or the personnel deployed at the Buyer location shall be responsible for its belongings and Buyer shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.
11.16	<p>The Breakup of the salary / payment components shall be provided to the Buyer. The Service Provider shall pay to Employees employed by him directly wages not less than Minimum wages & DA as notified through relevant notification for the category of resource.</p> <p>After award of Contract, if the Service Provider is found to be charging any amount from the manpower on its roll in any manner, the contract shall be terminated immediately with forfeiture of Performance Security amount. Any amount received from its manpower as registration or any fees by the Service Provider will be recovered from the pending bills and will be paid directly to the concerned manpower.</p>
11.17	In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest / penalty to the tax authorities shall be borne by the Service Provider.

11.18	The Service Provider shall assure the payment to employees on the last working day of the month, payment of salary / wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.																								
11.19	The Service Provider shall make arrangement to issue Identity cards to each of the Employees, supervisor and staff for entry into the premises. The Identity Cards shall be issued by the Service Provider at his cost. POWERGRID security staff shall be at liberty to exercise check on any of the Employees, supervisors while entering search them in the premises, during the work and while leaving from the premises.																								
12.0	<u>BUYER'S OBLIGATION</u>																								
12.1	The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Biometric attendance system (<i>whichever is applicable</i>) at the Buyer's premises. Buyer shall share a copy of the same with Service Provider at the end of every month.																								
12.2	The Buyer shall provide work space (<i>seating area, work desk, furniture etc.</i>), for the manpower hired through Service Provider, as required by them for delivery of services. Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.																								
12.3	Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications and machinery etc., if required.																								
12.4	Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools and software etc. however, use of such infrastructure shall be limited for official purpose only.																								
12.5	The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise.																								
12.6	<div>A lumpsum amount of Rs. 3,500/- per head per annum shall be paid to the Service Provider towards Uniform/ liveries as per the following break-up:</div> <table><tr><th>Sl. No.</th><th>Item</th><th>Quantity</th><th>Tentative Amount (INR)</th></tr><tr><td>1.</td><td>Pant & Shirt</td><td>Two Pairs</td><td>1,500.00</td></tr><tr><td>2.</td><td>Shoe & Socks</td><td>One Pair</td><td>900.00</td></tr><tr><td>3.</td><td>Sweater</td><td>One</td><td>600.00</td></tr><tr><td>4.</td><td>Raincoat</td><td>One</td><td>500.00</td></tr><tr><td></td><td>Total</td><td></td><td>3,500.00</td></tr></table>	Sl. No.	Item	Quantity	Tentative Amount (INR)	1.	Pant & Shirt	Two Pairs	1,500.00	2.	Shoe & Socks	One Pair	900.00	3.	Sweater	One	600.00	4.	Raincoat	One	500.00		Total		3,500.00
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13.0	<u>IMPORTANT CONDITIONS</u>																								

13.1	The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services are valid during the entire period of the contract; failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
13.2	The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
	No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
13.3	<p>The working hours and days of the outsourced manpower shall be as per the existing applicable rules of the Buyer. The deployed manpower shall get the benefit of holidays as notified/ declared by the Buyer. However, outsourced manpower has to work on holidays, if necessary and required based on demand of work.</p> <p>Working shifts (<i>includes day and night shift</i>) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should follow all the labour laws. In case of continuous work (24 hours), Service Provider shall be responsible to change the shifts and manpower in compliance with the labour law, maximum working hours, minimum wages, overtime and/ or any other conditions mentioned in the contract.</p>
13.4	The requirement of manpower may increase or decrease during the period of the contract. In case of decrease in the requirement, the same will be informed to the Service Provider and additional manpower shall be withdrawn by the Contractor at the given time. If the requirement is increased, the Service Provider shall provide additional manpower on the same terms and conditions in reasonable time.
13.5	The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
13.6	The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any emergencies.
14.0	<u>INSPECTION AND APPROVAL</u>
14.1	The Engr.-in-charge or his representative shall have full powers at any time to inspect and examine any part of the works and the Service Provider shall give such facilities as may be required for such inspection and examination.

14.2	The Engineer-in-charge may from time to time in writing delegate to the representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Service Provider a copy of all such written delegation of powers and authorities.
15.0	SERVICE TRACKING
	Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider.
15.1	Attendance Sheet: The Buyer shall be responsible to maintain the attendance in attendance sheet/ register or Aadhaar based biometric attendance machine (<i>whichever is applicable</i>) at Buyer's premise/ designated premise. Buyer shall share a copy of the same with Service Provider at the end of every month.
15.2	<p>Log Book: The Service Provider shall maintain a Logbook of the service provided / manpower deployed and share the same with the Buyer (<i>for which a process shall be mutually agreed between Service Provider and Buyer</i>). The Buyer shall either accept or reject the entries. The Buyer shall also record the any service non-delivery or non-performance issues and the same shall be used for deciding the Liquidated Damages for absentees & failure of performance, as per clause 9.0 above.</p> <p>The Service Provider can raise an issue against the rejection of its any entry or entry made by the Buyer with the designated representative of the Buyer.</p>
16.0	<u>TERMINATION OF CONTRACT</u>
16.1	The Contract shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:
a)	Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

b)	<p>Termination for Buyer's Convenience: If at any time after acceptance of the tender, the Buyer shall decide to abandon or reduce or increase the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out the Engineer-in-Charge shall give 01 (One) month notice in writing to that effect to the Service Provider and the Service Provider shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of works in full but which did not derive in consequence of the fore-closure of the whole or part of the works.</p> <p>The Service Provider shall, however, be paid at Contract rates full amount for works executed. The Service Provider for the same shall, as required by the Engineer-in-Charge furnish to him books of account, wage books. Muster roll, PF return and other relevant documents as may be necessary to enable him to certify the amount payable under the contract.</p>
c)	<p>If the Service Provider is an individual or a proprietor concern and the individual or the proprietor dies and if the Service Provider is a partnership concern and one of the partners dies then unless the Engineer-in-charge is satisfied that the legal representative of the individual Service Provider or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Engineer-in-charge shall be entitled to terminate the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the termination of the Contract. The decision of the Engineer-in-charge that</p>
	<p>the legal representative of the deceased Service Provider or the surviving partners of the deceased Service Provider or the surviving partners of the Service Provider's cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such termination the Corporation shall not hold the estate of the deceased Service Provider and/or the surviving partners of the Service Provider's firm liable for damages for not completing the Contract.</p>
17.0	<u>ARBITRATION AND LAWS</u>

17.1	In the event of any question, dispute or difference arising out of or in connection with this work, whether during the progress of the work after its completion, abandonment or breach of contract, the same shall be referred for arbitration. The arbitration shall be conducted by a sole arbitrator. The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. If the parties fail- to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The cost of arbitral proceedings inter-alia including the Arbitrators' fee, logistics and any other charges shall be equally shared by both parties. In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself. The decision of the sole arbitrator shall be final and binding upon the parties. In the event of any of the sole arbitrator dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator in place of the outgoing arbitrator. The venue of arbitration shall be as indicated in SCC.
17.2	During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
18.0	<u>LAWS GOVERNING THE CONTRACT</u>
18.1	This contract shall be governed by the Indian Laws. The courts as indicated in SCC shall have exclusive jurisdiction in all matters arising under this Contract.
19.0	<u>INSTRUCTIONS AND NOTICES</u>
19.1	Subject as otherwise provided in this Contract, all notices to be given on behalf of the Buyer and all other actions to be taken on its behalf may be given or taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
19.2	All instructions, notices and communications etc. under the Contract shall be given in writing and if sent by the registered post to the last place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have delivered to him.
19.3	The Contractor or his agent shall attend works place(s) during the working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.
19.4	The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of work in a "work site order book" maintained in the office of Engineer-in-Charge and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor shall be furnished a certified true copy of such instruction(s).

20.0	Quantity Variation:
20.1	POWERGRID at any time during the contract execution, reserves the right to increase or decrease, up to 25% of total contract price, for the items included in the Notification/Letter of Award, without any change in unit prices and other terms and conditions. The quantities of individual items may, however, vary up to any extent.

SUB: DETAILS OF PF/EPS/ESI CONTRIBUTION FOR THE MONTH OF
20.....

(A) CONTRACTOR DETAILS

1. Name of Firm/Agency/Contractor :
2. Type of contract :

(i.e. Horticulture, H/Keeping, T/L Maint Assistance , S/S maint Assistance, guest house Maint. Etc)

3. Phone no. of contractor :
4. Postal address of contractor :
5. Labour License No :
6. Validity Period of Labour License :

(B) CONTRACT DETAILS

7. Period of contract: From.....To.....
8. Extension period of contract: : From.....To.....
9. Place where contract workmen are working:
10. Details of contract labour engaged by the contractor

Category	Nos of worker	Prevailing min wages
Unskilled		
Semi-skilled		
Skilled		
Highly skilled		
Total		

(C) EPF DETAILS

11. EPF code no allotted by PF office :
12. Address of PF office from where EPF code no has been allotted:
13. Details of remittance of contribution towards EPF

EPF Challan no	Amount	Date

(D) ESI DETAILS:

14. ESI Code no allotted by ESIC office:
15. Address of ESIC office from where ESI code no has been allotted :
16. Details of remittance of contribution towards ESI:

ESI Challan no	Amount	Date

S N	Full Name of contract Labour	EPF code no of the contract Labour	Nos of days present during the month	Amount Paid		Total Amount paid	Employ ees EPF contri- bution @12%	Employ ers EPF contrib ution @ 12%	Total contributi on deposite d [8+9]	Employ ees ESI contrib ution@ 0.75%	Employ ers ESI contrib ution@ 3.25%	Total contribu tion deposite d [11+12]
				Min wages	Any other pay							
1	2	3	4	5	6	7	8	9	10	11	12	13

CERTIFIED THAT:

- a) I have paid the notified minimum wages to my employees.
- b) I have adhered to all applicable labour laws.

Date:

Signature:

Place :

COMPLIANCE WITH LABOUR REGULATIONS

Salient features/Instructions regarding compliance of some major laws by the Contractor are given as under. Notwithstanding the same, the Contractor is bound to comply with all the provisions of applicable labour laws even though not expressly mentioned herein.

- a) **Employees Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
 - i) The Contractor shall be liable to deposit the compensation as prescribed under this Act with the Commissioner of Employees Compensation within one month from the date of accident, in case of fatal injury.
 - ii) The contractor shall be liable to disburse the compensation as prescribed under this Act within the stipulated time frame, in case of non-fatal injury.
 - iii) The Contractor shall bear all the expenses incurred in connection with the medical treatment of the workers.
 - iv) The Contractor shall make a payment of ₹15,000/- towards funeral expenses and bear the expenditure towards sending the dead body to the home town of the deceased or the actual place of cremation.
 - v) The Contractor shall take an Insurance policy covering for risks under this Act at the time of commencement of contract and submit proof of the same to the Engineer-in-charge of POWERGRID, failing which, the Contractor shall not be allowed to commence the work.
- b) **Employees Provident Fund and Miscellaneous Provisions Act 1952:**
 - i) The contractor shall be required to obtain a PF code from the concerned PF authority immediately after award of the contract and submit documentary proof to the effect to POWERGRID.
 - ii) The contractor shall ensure opening an individual Provident Fund account for the worker engaged and submit documentary proof to the effect to POWERGRID.
 - iii) The contractor shall remit monthly provident fund contribution of employees and employers within 15 days from the date of disbursement of wages.
 - iv) The contractor shall submit a copy of Form 3A submitted by him to PF Authority, to POWERGRID.
 - v) The contractor shall submit a copy of Form 12A submitted by him to the PF Authority on monthly basis (details of PF deposited/deducted in respect of employees and employers to the Engineer-in-charge of POWERGRID.
 - vi) The Contractor shall submit a copy of Form 6A submitted by him to the PF Authority on an Annual basis/ on expiry of contract, to POWERGRID.

c) Contract Labour (Regulation & Abolition) Act 1970:

- i) The Contractor shall obtain labour license under the provisions of the Act.
- ii) The Contractor shall display Notice in English & Hindi of Rates of Wages, Hours of Work, Wages Period, Date of payment of wages, Name & Address of the Inspector, Date of payment of unpaid wages.
- ii) The Contractor shall submit the Return regarding commencement and completion of contract in Form VIA.
- iv) The Contractor shall maintain Register of workmen employed by him in POWERGRID in Form XIII.
- vi) The Contractor shall issue an Employment Card to the workers engaged by him in POWERGRID in Form XIV, within 3 days of employment of the worker.
- vi) The Contractor shall issue Service Certificate in Form XV to the workmen whose services have been terminated by him.
- vii) The Contractor shall maintain Muster Roll in respect of the workers engaged by him in POWERGRID in Form XVI.
- viii) The Contractor shall maintain Wage Register in respect of the workers engaged by him in POWERGRID in Form XVII.
- ix) The Contractor shall maintain Register of Wage-cum-Muster Roll in respect of workers engaged by him in POWERGRID in Form XVIII.
- x) The Contractor shall issue Wage slip to all the workers engaged by him in POWERGRID.
- xi) The Contractor shall maintain Register of Deductions (Form XX), Register of Fines (Form XXI), Register of Advances (Form XXII), Register of Overtime (Form XXIII) in respect of the workers engaged by him in POWERGRID.
- xii) The Contractor shall send Half yearly return in Form XXIV in duplicate to the Licensing Officer concerned within prescribed time limit.
- xiii) The Contractor shall issue Photo Identity Card to the workers engaged by him in POWERGRID under his seal and signature.

d) Minimum Wages Act 1948 :

- i) The workers engaged by the Contractor for carrying out the operations as mentioned in the BOQ shall be paid Minimum wages as notified by the Appropriate Authority from time to time.
- ii) The workers engaged by the Contractor shall be paid wages for 8 hours of normal work per day. In case any worker is required to work beyond 48 hours in a week or more than 9 hours in a day, he shall be paid Overtime at the prescribed premium rates by the Contractor.
- iii) The workers engaged by the Contractor shall be provided a day of rest in every period of seven days with remuneration.
- iv) The workers engaged by the Contractor shall be issued Wage Slip.
- v) The Contractor shall display Notice containing minimum rates of wages, name and address of the inspector in English and Hindi.

- vi) The Contractor shall send annually a Return in Form III to the concerned authority.
- e) **Payment of Wages Act 1936 :**
 - i) The Contractor shall pay wages to the workers engaged by him by 7th day of the following month.
 - ii) The Wages shall be paid to the workers either by online ECS transfer or direct transfer to their bank account in the presence of Engineer-in-charge or his authorised representative without deduction of any kind except those that are authorised under this Act.
- f) **Equal Remuneration Act 1976:**

The Contractor shall not pay to any worker engaged by him, remuneration at rates less favourable than those at which remuneration is paid by the Contractor to the workers of the opposite sex for performing any job at POWERGRID premises.
- g) **Child Labour (Regulation and Abolition) Act 1986:**

The Contractor shall not be allowed to engage child labour as defined under the law in the premises of POWERGRID for carrying out any work under the contract.
- h) **Employees State Insurance Act 1948 :**
 - i) The Contractor shall be required to obtain ESI code from the concerned authority, immediately after the award of contract, wherever ESI is applicable and submit the documentary proof of the same to POWERGRID.
 - iii) The Contractor shall ensure opening of individual ESI account of the employees, wherever ESI is applicable and submit the documentary proof of the same to POWERGRID.
 - iii) The Contractor shall ensure that the employees are issued ESI cards by the prescribed authorities.
 - iv) The Contractor shall remit ESI contribution of employees together with employers within 21 days of the last day of the calendar month in which the contribution falls due and submit proof of such remittance along with monthly bills to POWERGRID.
 - iv) The Contractor shall send a return of contribution in Form 5 before 12th May and 12th November of every year to ESI office and submit a copy of the return to Engineer-in-charge, POWERGRID.
 - v) If ESI is not notified in the area, Employee Compensation Insurance Policy may be obtained as per Employees Compensation Act 1923.
- i) **Building and Other Construction Workers (Regulation of Employment and Conditions of Service Act, 1996 :**
 - i) The Contractor shall obtain a Certificate of Registration as per the provisions of the Act and submit a copy of the same to POWERGRID.
 - ii) The Contractor shall display a copy of the certificate of registration, Notice containing at the work place.
 - iii) The Contractor shall display Notice of Rates of Wages, Hours of Work, Wages Period, Date of payment of wages, Name & Address of the Inspector, Date of payment of unpaid

wages, in English & Hindi & local language and forward a copy to the Inspector concerned.

- iv) The Contractor shall submit the Notice of commencement and completion of work in Form IV.
 - v) The Contractor shall maintain Register of Building workers employed by him in Form XV.
 - vi) The Contractor shall submit Annual Return in Form XXV to the concerned authority.
- j) **Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act 1979 :**
- i) The Contractor shall issue to every Inter-state migrant workman, a Passbook with photograph containing various particulars regarding recruitment and employment of the workmen and payment of return fare from the place of employment to the place of residence when he ceases to be employed.
 - ii) The Contractor shall pay to every Inter-state migrant workman at the time of recruitment, displacement allowance equivalent to 50% of monthly wages or ₹ 75 whichever is higher.
 - iii) The Contractor shall pay to every Inter-state migrant workman journey allowance of a sum not less than the fare from place of residence of the workmen in his state to the place of work in the other state, both for the outward and return journey. The workmen shall also be paid wages by the Contractor during the period of such journey.
 - iv) The Contractor shall furnish to the concerned authorities, the particulars regarding recruitment and employment of migrant workmen in Form X.
 - v) The Contractor shall furnish in respect of every migrant workmen who ceases to be employed, a Return in Form XI to the concerned authorities in both the states. within 15 days from the date such migrant worker ceases to be employed along with a declaration that all the wages and other dues payable and the fare of return journey back to state have been paid.
- k) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 21,000 /- per month or less. The bonus shall be worked out by taking wages as Rs. 7000 Or the minimum wage for scheduled employment, as fixed by the appropriate Government, whichever is higher. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act. The Contractor shall be solely responsible for payment of bonus under the Payment of Bonus Act.
- l) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees. The Contractor shall be solely responsible for payment of gratuity under the Payment of Gratuity Act.

- m) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- n) **Industrial Dispute Act 1947:** The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- o) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Owner on matters provided in the Act and get the same certified by the designated Authority.
- p) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and Owners. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- q) **The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013:** The Act lays down to provide protection against sexual harassment of women at workplace and for the prevention and redressal of complaints of sexual harassment and for matters connected therewith or incidental thereto.
- r) **Right of Persons with Disabilities (RPwD) Act 2016:** An Act to give effect to the United Nations Convention on the Rights of Persons with Disabilities and for matters connected therewith or incidental thereto.