

SUBJECT: CONTRACT FOR PROVIDING 06 NOS SECURITY GUARDS, 7 NOS UNSKILLED & 1 No. Semi-Skilled AT OUR DISTRICT OFFICE ASANSOL, BEML LIMITED, 3, Burnpur Road, Asansol, WEST BENGAL - 713304

SPECIFIC TERMS & CONDITIONS

1. The Contractor shall comply with all requirements under various administrative orders and statutes including but not limited to Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees' State Insurance Act, 1948, Minimum Wages Act 1948, Payment of Gratuity Act, 1972, Employees Compensation Act, 1923, Employers Liability Act 1938, Industrial Disputes Act, 1947, Factories Act, 1948, Shops & Establishment Act (relevant to the State), Child Labour (Prohibition & Regulation) Act, 1986, Sexual Harassment of woman at Workplace (Prevention, prohibition and Redressal) Act, 2013, Mines Act, 1957 or any other relevant Acts or enactments relating thereto and its amendments (State/Central) and rules framed there under from time to time as may be relevant while performing the obligations under this agreement.
2. Contractor shall maintain all relevant Registers/Records under Contract Labour (R&A) Act 1970 and Central Rules made there under, and produce them for verification as and when called for by the company/Inspecting Authorities, which includes :
 - a) Register of workmen employed by Contractor in Form XIII.
 - b) Employment Card in Form XIV.
 - c) Muster Roll in Form XVI.
 - d) Register of Wages in Form XVII.
 - e) Wage Slips in Form XIX
 - f) Register of Deductions for Damage of Loss IN Form XX.
 - g) Register of Fines in Form XXI.
 - h) Register of Advances in Form XXII.
 - i) Register of Overtime in Form XXIII.
 - j) Any other relevant registers under various legislations including Form 22 (Muster roll) under Payment of Wages Act, Form 7 (Register of Contributions) under ESI Act, etc.
3. Contractor has obtained/shall obtain all Licenses, Permissions, Sanctions etc. as may be required for/in the course of performance of the obligations under the Agreement or as required under statutes. Any lapse in this regard shall be solely attributable to the Contractor and BEML shall in no way responsible for the same.
4. Contractor shall remit PF and ESI contributions to the concerned authorities directly in accordance with Employees Provident Fund Act, 1952 and Employees' State Insurance Act, 1948 and rules/scheme framed there under, as may be amended from time to time, through contractor's own Code to the concerned account numbers of labour. In case the Contractor fails to remit the above statutory payments, BEML, as principal employer, shall have the right to make the payment on behalf of the contractor and deduct such amounts along with cost from any and all amounts payable to the contractor by BEML or from any other source. Contractor has submitted/shall submit all Code numbers and also individual account numbers to BEML.

The Contractor shall submit copies of challans, returns, receipts or any other proof for having remitted PF & ESI contributions along with the monthly bill for the following month.

5. The Contractor shall pay Bonus, Gratuity, etc to the labour engaged by him, depending on the eligibility, strictly in accordance with the provisions of Payment of Bonus Act, 1965, including Sections 10 & 11, Payment of Gratuity Act, 1972 and rules framed therein, as may be amended from time to time. The contractor shall submit the document in proof of having paid the Bonus/Gratuity to the labourers.
6. The contractor shall not deploy labour on overtime. If deployed on overtime, then the Contractor shall pay overtime wages and other benefits in accordance with the Law at his own cost.
7. The Contractor shall comply with all statutory provisions relating to Leave, Holidays, etc.
8. Contractor shall produce copies of all returns/challans, etc. submitted by him to relevant Authorities under various statutes in relation to the Agreement to BEML as and when required.
9. Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his Labourers. The contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the contractor. It shall be the obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act. No responsibility shall rest with BEML in this regard.
10. Contractor shall ensure that there are no thefts or loss of Company property/properties by the labourers deployed by him. The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have the absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills.
11. The Contractor shall verify the antecedents of the Labourers being engaged by him. Further, the Contractor shall collect the proof for age, fitness, experience, qualification, etc. and also the photograph.
12. The Contractor undertakes and agrees to indemnify BEML against any and all losses, expenses, costs, damages directly or indirectly caused to or incurred by BEML due to breach of any of the terms and conditions of the Agreement or administrative orders, statutory provisions, rules, regulations, etc. in respect of the performance under this agreement.
13. The contractor shall maintain register for recording daily attendance of the labours deployed by the contractor. The Register shall be maintained as per the requirement of BEML containing such details as may be desired by BEML. While submitting attendance for duly certification of BEML, contractor has to certify the attendance.
14. The Contractor shall pay the wages to the Labourers engaged by him in the presence of the authorized officer of BEML by duly recording in the Register provided for the same with counter signature of authorized officer of BEML. In case the payment is being made by crediting their individual Bank accounts, the Contractor shall submit to BEML the proof for having paid the wages. In all such cases, the Contractor shall issue due pay slips to every labourer engaged by

him under the Agreement and copies of the same will be submitted to BEML. No deductions other than statutory shall be permitted.

15. Contractor shall take full precautions to prevent loss or damage or injury to the labour engaged by him by providing all safety measures/devices to his Labourers. The contractor shall be responsible for any damages, injury or loss caused to the labour deployed by the contractor. It shall be the obligation of the contractor to pay compensation as per Employees' Compensation Act/ESI Act as the case may be. No responsibility shall rest with BEML in this regard.
16. Contractor shall ensure that there are no thefts or loss of Company property/properties by the labourers deployed by him. The Contractor shall be responsible for all or any kind of losses/damages caused to or suffered by BEML or its employees/officers due to any act or negligence of the labour deployed by the Contractor. The Contractor shall make good the said loss. BEML shall have the absolute right to recover such losses/damages from any and all amounts payable to the Contractor, including pending Bills.
17. The Contractor shall verify the antecedents of the Labourers being engaged by him. Further, the Contractor shall collect the proof for age, fitness, experience, qualification, etc. and also the photograph.

Signature of the Tenderer with Seal