

**ANNEXURE**  
**GENERAL CONDITIONS (STATUTORY COMPLIANCES)**

- 1 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.
- 2 The Contractor shall pay to labour employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).
- 3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
- 4 The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 5 The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.
- 6 The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his sub-contractors. (if permitted).
- 7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

**1.0 CONTRACT LABOUR REGULATIONS :**

- (i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :
  - (a) Name and situation of the work
  - (b) Contractor's name and address
  - (c) Particulars of the Department for which the work is undertaken
  - (d) Name and address of sub-contractors as and when they are appointed
  - (e) Commencement and probable duration of the work
  - (f) Number of workers employed and likely to be employed
  - (g) 'fair wages' for different categories of workers
  - (h) Number of hours of work which shall constitute a normal working day:-
  - (i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

- (ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.
- (a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.
- (b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.
- (c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officer.
- (iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.
- (iv) Employment Card: The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.
- (v) Register of Wages etc. : A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible
- (vi) Fines and deductions : Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
- (a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.
- (vii) Register of Accidents: The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:-
- (a) Full particulars of the labourers who met with accident.
- (b) Rate of Wages.
- (c ) Sex
- (d) Age.
- (e) EPF UAN number
- (f) ESI number
- (g) Aadhaar number
- (h) Nature of accident and cause of accident.
- (i) Time and date of accident.
- (j) Date and time when admitted in hospital.
- (k) Date of discharge from the hospital.
- (l) Period of treatment and result of treatment.
- (m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (n) Claim required to be paid under Workmen's Compensation Act.
- (o) Date of payment of compensation.
- (p) Amount paid with details of the person to whom the same was paid.
- (q) Authority by whom the compensation was assessed.
- (r) Remarks.
- [Note: k,l,m,n for the workmen not covered under the ESI provisions]
- (viii) Preservation of Registers : The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein

- (ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-in- Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.
- (x) Disposal of amounts recovered from the Contractor : The Engineer-in- Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.
- (xi) Welfare Fund : All moneys that are recovered by the Engineer-in- Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
- (xii) Appeal against decision of Inspecting Officer : Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen
- (xiii) Inspection of Books and other Documents : The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in- Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.
- (xiv) Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labour (or) Director/ Industrial Safety and Health shall be final and binding.
- (xv) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

## **2.0 Compliance of EPF& MP Act, 1952:**

- a. The Contractor who take up works contract for TANGEDCO/TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;
- b. The Contractor should have a separate EPF main code number.
- c. The Contractor should be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works.
- d. The contractor should submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act
- e. The Contractor should produce the proof of payment of contribution – both Employer's and Employee's contributions made to EPF Organization in order to claim the Bills for the respective works.
- f. The contractor should be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tendered work.
- g. TANTRANSCO (Principal employer ) is not liable for any lapse found in remittance of Employer contribution towards EPF & ESI made by the contracts entered by TANTRANSCO
- h. Contractor in this regard will be noted for all future Contracts of TANGEDCO/TANTRANSCO.

### **3.0 Compliance of ESI Act 1948 :**

- a The contractor who take up the works contract for TANGEDCO & TANTRANSCO is required to comply with all the provisions stipulated to ESI Act 1948.
- b The contractor should have a separate ESI main code number.
- c The contractor should be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.
- d The contractor should submit necessary returns to the ESI Organization within the stipulated time as required under the
- e said ESI Act.
- f The contractor should produce the proof of payment of contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective work.
- g The contractor should be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work.
- h TANTRANSCO (Principal employer ) is not liable for any lapse found in remittance of Employer contribution towards EPF & ESI made by the contracts entered by TANTRANSCO
  - (i) The contractor who claims exemption under the ESI Act should produce the exemption order obtained from the Government/ESI organization.
  - (ii) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has "to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers" under the Employee's Compensation Act.

### **4.0 Statutory Compliance Clearance Certificate:-** Dispensed

### **5.0 The Building and Other construction Workers Act:-** (other than the under the Factories Act)circle/station registered

- (i) The contractor should obtain the Registration certificate under the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996 from the Competent Authority (the Joint Director/Industrial Safety and Health (BOCW)).
- (ii) The contractor should comply all the provisions of the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996.

### **6.0 The Contract Labour (Regulation & Abolition) Act 1970 & Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983**

- (a) The Contractor who take up works contract for TANGEDCO/TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.

- (b) The Contractors should comply with all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Tamilnadu Contract Labour (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the labour licence before executing the works.
- (c) The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANGEDCO/TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and Tamilnadu rules, 1983 as modified from time to time and shall also indemnify TANGEDCO/TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the migrant labour licence before executing the works.
- (d) The contractors should maintain the following records as per section 78 of Contract Labour (Regulation & Abolition) central rules 1971.
  - (i) Muster Roll in Form – XVI.
  - (ii) Register of Wages in Form – XVII.
  - (iii) Register of overtime in Form – XVIII.
  - (iv) The contractor shall issue an photo identity card to his employees.

#### **7. Wages:-**

- (a) The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of Tamilnadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.
- (b) The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78(b) of The Tamil Nadu Contract Labour Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.
- (c) The contractor should pay the wages to their employees only through digitally(i.e) paid directly to the bank account of the employee.

#### **8. EPF Documents to be Produced for Claiming Bills:-**

- (a) The EPF contribution should be remitted separately (by separate Challan) for each and every work. The acceptance order/ formal order reference number should be entered in the remarks column of the ECR Challan (Electronic Challan Cum Return) and the same should be submitted.
- (b) The payment confirmation receipt should be submitted (the payment confirmation date is mandatory)
- (c) The combined Challan of Account No. 1,2,10,21 & 22 should be submitted.
- (d) All the documents should duly signed with seal by the contractor.

#### **9. ESI Documents for While Claiming Bills:-**

- (a) The Monthly Contribution Challan Form should be submitted (Transaction status field – completed successfully is mandatory).
- (b) The contribution history of the respective months should be submitted.
- (c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format.
- (d) All the documents should duly signed with seal by the contractor.

#### **10.0 Tamil Nadu Rationlisation of Forms and Reports under Certain Labour Laws Rules, 2020**

The contractor should comply/ maintain the applicable new combined forms introduced vide the following Acts/ Rules.

- (a) The Tamil Nadu Contract Labour (Regulation and Abolition) Rules, 1975.
- (b) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules, 1983.
- (c) The Tamil Nadu Building and Other Construction Workers. (Regulation of Employment and Conditions of Service) Rules, 2006.

#### **New Forms:**

FORM I Certificate of Registration of Principal Employer/Employer (under 3 Rules)

FORM II Application for Licence/ Renewal of Licence (under CLRA and ISMW Rules)

FORM III Form of Certificate by Principal Employer (under CLRA and ISMW Rules)

FORM IV Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)

FORM V Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)

FORM VI Licence and Renewal (under CLRA and ISMW Rules)

FORM VII Notice of commencement/ completion of work (under CLRA and BOCW Rules)

|          |                                                                                                                                 |
|----------|---------------------------------------------------------------------------------------------------------------------------------|
| FORM     | Service Certificate (under 3 Rules)                                                                                             |
| FORM IX  | Certificate of Medical Examination (under BOCW Rules)                                                                           |
| FORM X   | Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)       |
| FORM XI  | Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)                 |
| FORM XII | Application for Registration of Establishments Employing Contract Labour or Migrant Workmen or Building Workers (under 3 Rules) |

#### **11. Agreement and Undertaking to be furnished by the contractors in respect of the Statutory**

##### **Provisions:-**

- (a) An undertaking as specified in Annexure-A should be furnished by the contractors to ensure the remittance of EPF & ESI, Employee and Employer contribution for the respective works while claiming the bills.
- (b) The TNEB (TANGEDCO/ TANTRANSCO) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement [Annexure- I] with respective Superintending Engineer's of the circle.

#### **12. SAFETY CONDITION:-**

- (i) All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.
- (ii) Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.
- (iii) The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.
- (iv) The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.
- (v) Technically skilled and also safety-oriented supervisor should supervise the work at all time. If any accident occurs, it should be informed to the concerned officer of TANGEDCO in writing by the concerned contractor immediately.
- (vi) For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole
- (vii) (a) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.  
(b) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned

- (i) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.  
(a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.  
(b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- (ii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :-  
(a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.  
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate

- (iii) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- (iv) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor
  - (a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
  - (b) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
  - (c ) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in- Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.
  - (b) The Contractor is not exempted from the operation of any other Act or Rule in force.