

**“The General Terms of Contract”****CONDITIONS OF LABOUR LAWS / STATUTORY PROVISIONS  
TO BE COMPLIED WITH BY THE CONTRACTOR**

The Contractor (including sub-contractor) shall be solely responsible for strictly following all the laws, Industrial Laws and such other laws which are applicable from time to time additions which are made to these laws during the period of contract. The Contractor shall be responsible for the various levies of State Government /Central Government or any statutory body. The contractor shall have to at his own expenses, comply with the Labour laws and keep the company indemnified in respect thereof. Some of the major liabilities under various Labour Laws and Industrial Laws which the Contractor/Sub Contractor (s) shall comply with, are as under, but not limited to:

1. The contractor shall submit the following documents in the Time Office before commencement of the job.
  - a. Copy of the document showing the legal status of the firm.
  - b. Copy of the document showing the allotment of PF Code Number by RPF's Office.
  - c. Copy of the receipt/cover note/insurance policy obtained to comply with the provisions of the Workmen Compensation Act.
  - d. Statement in writing showing the following details:
    1. Name of Contractors.
    2. Full name and address and Telephone No.of the Proprietor / Owner and Manager of the Contract.
    3. Nature and place of work.
    4. Period of contract.
    5. Minimum and maximum nos. of Labour to be engaged.
    6. Security Deposits Receipt - as per directed in work/job order letter.
  - e. The application addressed to Time Office to obtain Form No.V along with above documents before commencement of work.
  - f. The contractor will contact Time Office for procedures to be followed for entry, token numbers, attendance and its verification etc.
2. The contractor shall submit the application to the Licencing Officer, The Assistant Commissioner of Labour (Central) to obtain the Licence as per the provisions of the Contract Labour (R&A) Act before commencement of the job.
3. The contractor shall not employ any contract labour whose age is below 18 years.
4. The contractor shall also maintain valid Labour Licence under the Inter State Migrant Workman Act, and will follow the same procedure if the contractor is likely to engage migrant workman.

5. Contractor will have to take necessary permission from our Personnel Department for allowing his employees to work inside the factory. Entry pass should always be with the person doing the work inside. The contractor shall follow the systems for Entry / Exist of contract labour lead down form time to time.
6. The contractor shall allow women employees to work on site between the hours 06.00 am to 07.00 pm only.
7. The contractor shall issue identity cards to his employees, which shall remain with them and shall be produced by them as and when required by concerned officer of the company.
8. The contractor shall obtain its PF number and make payment of both the contributions by way of employees & employer contribution towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative charges etc. at the rates made applicable from time to time the PF authorities and copy of PF deposition challan to be submit at time office with monthly wage register by 10<sup>th</sup> of every month. The liability and responsibility shall be totally with contractors.
9. **The contractor shall provide Safety Appliances/Articles/Equipment at his own cost to his labours.**
10. The contractor shall pay extra wages for overtime to the labours engaged by him.
11. The contractor shall pay on his own accord and account the wages as per the rates fixed under the Payment of Wages Act & Minimum Wages Act from time to time. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7<sup>th</sup> day of the succeeding month in respect of which the wages are payable. The payment shall be disbursed in the presence of the Management representative during the working hours on the work site premises and the contractor shall get the entries certified in the register of wages by the representative of the Time Office. The contractor shall inform the day, date, time and place of disbursement of wages in advance to the representative of Time Office.
12. The contractor shall pay bonus to his eligible employees in accordance with the provisions of the Payment of Bonus Act in the presence of authorized representative of Time Office. He shall keep and maintain the register as prescribed under the Payment of Bonus Act and shall produce before the authorized officers of the Time Office as and when asked for inspection.
13. The contractor shall pay gratuity to his eligible employees in accordance with the provisions of the Gratuity Act whenever necessary. He shall keep and maintain required register as prescribed under the said Act and shall produce before the authorized officers/representative of the Time Office as and when asked for inspection.
14. The contractor shall extend paid leave facility and wages to the eligible employees wherever necessary as per provisions of Factories Act.
15. The contractor shall make payment of retrenchment compensation, notice pay and other liabilities as per the Industrial Dispute Act. Any payment to the contractor / sub-contractor's employees arising out of any claim or dispute under the Industrial Dispute Act, 1947 and in any other Labour Laws shall be made by the contractor.
16. The contractor shall bear the taxes and other liabilities pertaining to Job orders scope arising out of the contract.

17. The contractor shall make payment of compensation in case of accidental injury in accordance with the provisions of the Workmen Compensation Act, 1923. For this the contractor shall take insurance policy for the labours engaged for this job. The contractor shall also submit copy of insurance policy and keep it renewed during the contract period.

The contractor is required to submit accident report in prescribed Form immediately to the P&A Department & Engg-in-Charge and deposit Workmen Compensation in case of fatal accident/disablement within the stipulated time from the date of accident.

18. The company reserves the right to terminate work order if contractor fails to comply with the labour laws as stated above and the labour laws which are applicable to his firm from time to time.
19. To contact the contractor, in crises, the contractor/sub-contractor (s) is required to furnish the name, address and telephone no.(s) to the Time Office and his one of the responsible officer will always remain present at site to meet with any exigency.
20. The company will be entitled to deduct directly from the bills to be paid to the contractor any sum or sums payable by his sub-contractor and which sum/sums the company is required to pay as Principle Employer on account of his contractor's default in respect of all liabilities referred to in above clauses.
21. The provisions regarding canteen, rest rooms, first aid, facilities etc. should be provided as per the provisions of the Section 16, 17, 18 and 19 of the contract Labour (R&A) Act on the work site by the contractor at his cost.
22. The contractor shall display notices on his notice board showing the rate of wages, hours of work, wage period, date of payment of wages, names and address of the inspector under the Minimum Wages Act having jurisdiction. The notices shall be displayed in language understood by the majority of the workers and also in regional language.

The contractor will maintain all the registers, returns, forms, certificates etc. up to date, necessary under various Labour Laws and shall produce before the authorized officers of the Company/Time Office as and when asked for inspection.

22. Contractor will ensure that none of the members of his staff would engage in commercial business, money lending or any antisocial activities.

Contractor shall not give any kind of sub-contract to any person an/or company to carry out this work.

**For Shree Digvijay cement Co Ltd,**

**Accepted above terms and Conditions**

**Management Representative.**

**Dated -**

**Contractor/Proprietor**