

Owner	APMT PIPAVAV	APPROVER	HEAD HR
Date	01-August-2017	Version	01

CONTRACT LABOUR COMPLIANCES ADMINISTRATION POLICY

OBJECTIVE:

The objective of this policy for Contractors is to adhere the procedures laid down by the appropriate Government for running an organization.

SCOPE:

This policy will be applicable to all APMT Pipavav site contractors.

Contract Labour Compliances Management Process Steps

S.No	Activities	Responsibilities
1	Procurement/ Project department will issue the LOI/Work Order to the respective contractors and forward a copy to HR department before commencement of work and instruct to contractor for approaching in HR to accomplish applicable statutory compliances.	Procurement / Project/HR
2	The contractor will submit all applicable compliance related documents as per SOP.	Contracting Agency/HR
3	HR department will confirm submission of compliances documents in gate pass form and forward to Security for issuing the gate pass.	Contracting Agency/ Concern Department/HR / HSSE
4	Security will issue entry pass to contracting agency’s workmen as per gate pass form details and afterwards contractor deploy manpower at site.	Contracting Agency/ HSSE
5	All bills / invoices pertaining to Contracting agencies payment, will be routed through HR for verification for statutory compliances. After verification, HR will forward the bills / invoices to Accounts with compliance checklist for process of payment. Port Finance shall not be released contracting agencies payment without HR clearance. In case of any non-compliance, bill / invoices will be held back till the compliance is affected or hold suitable amount from bill.	Contracting Agency/ Concern Department /HR /Port Finance

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PROCEDURE:

Sr.	Activities	Responsibility
1	<p>Pre Commencement formalities:- After getting SO/WO from Procurement / Project departments, Contractor will submit following documents to HR department before commencement of their work at site.</p> <ul style="list-style-type: none"> ➤ Copy of SO/WO/LOI etc. as given by the company. ➤ Copy of EPF code allotment letter. ➤ Copy of Workmen’s compensation Insurance Policy/WC Insurance Receipt. ➤ Details of contractor – As per Annexure – 1. ➤ Indemnity Bond on Non-judicial stamp paper of Rs. 100/- duly notarized as per Annexure – 2. ➤ Legal documents showing the Incorporation/formation of the Company ➤ Company’s PAN copy ➤ For obtaining Labour License under State Rules Contractor will submit Application in Form-IV [u/s 21(1)] as per Annexure – 3. ➤ Form – V issued by the HR department as per Annexure – 4. ➤ List of contract Employees (Form No. 13) ➤ Contract workman’s PAN, Aadhaar and Bank Account details. ➤ Professional Tax Registration copy from local panchayat. <p>Any changes in the particulars of the above documents shall be informed immediately along with documentary proof for the same.</p>	<p>Procurement/ Project/ Contracting Agency/ HR/ CLM Helpdesk</p>
2	<p>Post Commencement formalities Contract Labour (R&A) Act, 1970</p> <ul style="list-style-type: none"> ➤ On depositing the requisite fees to Labour Office, a copy of the Treasury Challan will be submitted to HR CLM Helpdesk within three days. ➤ On receipt of labour license, Contractor shall submit a copy of the same to HR CLM Helpdesk. 	<p>Contracting Agency Site In- charge/ HR CLM Helpdesk</p>
3	<p>Contracting agency shall maintain following documents at site as per the Contract Labour (R&A) Act, 1970: FORMS/REGISTERS</p> <ul style="list-style-type: none"> ➤ Form No.4 Application of license ➤ Form No. 5 Labour License ➤ Form No.13 Register of workmen employed by contractor ➤ Form No.16 Muster Roll ➤ Form No.17 Register of wages ➤ Form No.19 Wages Slip ➤ Form No.20 Register of deduction of damages or loss ➤ Form No.21 Register of Fines ➤ Form No.22 Register of Advances ➤ Form No.23 Register of overtime ➤ Form No.24 Half year return 	<p>Contracting Agency / HR CLM Helpdesk</p>

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4	<p>Employee’s Compensation Act, 1923: Contractor shall obtain unnamed Policy in favour of respective company covering all the workmen deployed at site and shall renew it in time. The copy of the same is to be submitted to the HR CLM Helpdesk before commencement of work.</p> <p>Wages Payment: Contractor shall get attendance registers/records in prescribed format verified by department site-in-charge and submit to HR CLM Helpdesk on or before 2nd of every month. HR CLM helpdesk will prepare wages register and forward to HR for verification on or before 3rd of every month.</p> <p>HR CLM Helpdesk will handover verified monthly wages register to Contractor and ensure wages payment to their workmen through their bank account on or before 7th of the every month. Contractor submit bank transfer letter copy with seal and signature of bank official to HR CLM Helpdesk. For any possibility in delay on wages payment by any contractor, HR CLM Helpdesk will inform to HR before due date.</p> <p>Wages Slip: HR CLM Helpdesk will prepare Wage slip and handover to Contractors for distributing to their workers on or before 10th of every month.</p> <p>Employees Provident Funds & Misc. Provisions Act, 1952: To remit PF Contribution (Employee and employer) in bank of proceeding month on or before 15th of every month and submit the copy of paid PF Challan & ECR to HR Department between 16-18th of every month.</p> <p>Professional Tax: Contractor shall deposit Professional Tax to local Panchayat of work place and submit a copy to HR department.</p> <p>Employment Exchanges Act, 1959: HR CLM Helpdesk will prepare quarterly return of Employment Exchange and give to contractor for submitting to concern authority before due date. Also contractor will submit a copy of return to HR CLM Helpdesk.</p> <p>Form No. – XXIV: HR CLM Helpdesk Consultant will prepare Form – XXIV and give to contractor for submitting to labour office before due date. Subsequently contractor will submit a copy of return to HR CLM Helpdesk.</p> <p>Over Time: An employee can work overtime maximum to the extent of 8 hours during the day. The total number of hours of work in a week, including overtime, shall not exceed sixty. The total number of hours of overtime shall not exceed fifty for any one quarter. "Quarter" means a period of three consecutive months beginning on the 1st of January, the 1st of April the 1st of July or the 1st of October.</p> <p>Daily Working Hours: 08 Hours with 30 minutes meals break and two tea breaks intervals of 15 min each in their duty.</p> <p>Weekly Off: Once in a week.</p> <p>Minimum Wages Act, 1948: Contractor will pay wages which is not less than Minimum rates of wages fixed by the State Govt. time-to-time.</p>	Contracting Agency / HR CLM Helpdesk
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	<p>Payment of Wages Act, 1936: Contractor shall make only authorized deduction(s) from the wages of the workmen as per the provision laid down under the said act. Contractor shall immediately resolve dispute(s) relating to wage payment before due date and submit report thereof to HR Department.</p> <p>Labour Welfare Act: Contractor shall send Half Yearly Return and deposit WELFARE FUND to the competent Authority in the month of July/January for the Half Year ending as on June and December respectively.</p> <p>Paid Leave/ Leave Encashment: As per the Gujarat Shops & Establishment Act.</p> <p>The Payment of Bonus Act, 1965: HR CLM Helpdesk Consultant will prepare form C & D. The contractor shall make the payment of bonus to all eligible employees as per Bonus Act, 1965. Also submit Form C Register of Bonus along with Form D for Return to Labour Office on or before due date with a copy to HR CLM Helpdesk.</p> <p>Inspection by the Govt. Officials: Contractor shall attend inspection conducted by the Government authorities to verify the records and shall send immediate compliance report to the Authorities for the irregularities pointed out by the inspecting Authority under intimation to HR department.</p> <p>If a contractor fails to comply with any applicable provisions of above labour laws, HR may take appropriate action against such contractor and the contractor will be solely responsible/liable for dispute if any, which arises due to non-compliance.</p>	
5	<p>Deviation Order: In case there is any deviation order subsequent to the work order issued, the Contractor shall provide a copy of the same to HR department immediately.</p>	Contracting Agency/ Procurement/ Project/HR
6	<p>Work Completion Formalities: Contractor shall submit intimation regarding commencement/completion of work in Form VI-A & B to the competent authority under intimation to the HR department (format attached as Annexure – 5).</p> <p>Reports by the User Department. All Departments under which contractors are deployed shall submit report to HR department as per Annexure 7 and 8.</p> <p>Contract Closure Formalities Procedure</p> <ul style="list-style-type: none"> • A check list as per Annexure 9 shall be submitted by the contractor to HR department in order to facilitate HR to advise Accounts for final settlement of bill. • A deed of undertaking shall be submitted by the contractor to department initiating contract with copy to HR as per Annexure 10 • Notice of the completion of contract shall be forwarded by the contractor to Licensing authority with copy to HR in form 6A. 	Concern Department/ Contracting Agency/ HR

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7	<p>Precautions</p> <ul style="list-style-type: none"> ➤ Contractor shall not engage workmen below age of 18 Years. ➤ Contractor shall take maximum precautions to avoid any dispute or IR problem. However, if takes place, the contractor is solely responsible to resolve the same and furnish details/report to HR Department immediately. ➤ Contractor shall take all safety precautions to avoid accident. ➤ Contractor shall keep close vigil on the activities of their workmen including their discipline and conduct during stay at various labour camps located outside the premise. Contractor shall be solely responsible for conduct of their workmen while at work or in transit at labour camps. ➤ Contractor shall obtain all background information / Police verification about the workman while deploying at site and will give an undertaking in this regard to HSSE department that workmen employed by them do not have any doubtful background history. All responsibility in this regard during or after completion of work lies with the contractor. ➤ Contractor shall keep liquid fund ready to meet the requirements in case of any accident, IR problem or payment dispute. ➤ Contractor shall immediately cancel entry Permit of the workmen who are long absentee without any intimation or have left the site at their own or after taking full and final payment. <p>Discipline</p> <ul style="list-style-type: none"> ➤ Contractor shall observe discipline/procedures/rules set by the company and shall explain to their workmen, such as safety procedure related to work/assignment, safety, security & traffic rules etc. ➤ Contractor shall ensure proper use of company provided amenities. ➤ Contractor shall take utmost care of discipline laid down by the company while working in the APM Terminals, Pipavav premise. 	
8	<p>Accident Handling Procedure: In case of any accident, contractor shall inform immediately to the HR and HSSE Department. A detailed Accident handling procedure and Accident reporting form is attached as per Annexure – 6.</p> <p>For handling the accident case/s, the following actions are proposed to be taken:</p> <p>1. As soon as the accident occurs or information of an accident is received, information regarding the same will be communicated immediately to HR/HSSE/Site In-charge. Representatives of contractor will rush to the accident site and put the injured person in ambulance and send him to the nearest Govt. or Private Hospital considering the emergency.</p> <p>(Action: Contractor representative/Site In-charge/HR/HSSE).</p>	

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	<p>2. It is to be insured that the injured person should be accompanied with representative of Contractor and 2 to 3 nos. of willing co-workers right from the place of accident till hospitalization and remain there for further orders. (Action: Contractor representative/Site In-charge/HSSE).</p> <p>3. It is to be ensured that suitable treatment is provided to the workman and entire expenses of treatment, medicine and other miscellaneous expenses will be borne by the contractors. The contractor will keep informed the condition of the patient or any further development to HSSE & HR Department. In case of Death (on the spot or at Hospital) only a qualified doctor can make declaration of death. (Action: Contractor)</p> <p>5. If the injured person dies on the way or in hospital, the contractor has to take full responsibility for cremation or sending the dead body to the native place of deceased accompanied by his friends/ relatives/ contractor representatives as the case may be. In such cases transfer certificate from the Police and Death certificate from hospital (Medical Officer) must be obtained. Dead body shall not be brought back to site under any circumstances. The information regarding shifting of the body and details of the workers accompanied with the body shall be forwarded to APMT, Pipavav – HSSE & HR department. (Action: Contractor)</p> <p>6. Appropriate immediate financial assistance is to be extended along with Co-workers/family members for cremation. (Action: Contractor)</p> <p>7. In case of the fatal accident, due attention is to be paid by contractor to obtain following reports immediately to complete the statutory formalities for payment of compensation. They should also submit a copy of the same to HR Department for follow up action:</p> <ol style="list-style-type: none"> a. Police FIR report/Panchanama b. Post Mortem Report. c. Copy of Insurance Policy. d. Death Certificate. e. Details of next of kin/legal heirs. f. A copy of relevant page of Muster Roll/Wage Register. g. Age proof – School Leaving Certificate/Gram Panchayat Record. h. Passport size Photographs of legal heirs attested by local authority to avoid duplicity of claimant. i. Bank Accounts details of the Legal Heirs. <p>(Action: Contractor / Site In-charge/HR)</p>	
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	<p>8. On receipt of the above, HR department will ensure statutory compliance and follow up with the contractor (in case of fatal accident)</p> <ul style="list-style-type: none"> a. Depositing Compensation. b. Disbursement of Compensation. c. All other help, if required. <p>(Action: Contractor / HR Department)</p> <p>9. It is also to be ensured that the contractor has made arrangements for accommodation, food, and transport and provide all other assistance etc. to legal heirs / next of kin along with family members of the deceased who have come from their native place to collect the amount of compensation.</p> <p>(Action: Contractor)</p>	
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Annexure – 1

DETAILS OF THE CONTRACTOR

1. Name and address of the Contractor / Sub-contractor

a. Registered / Head Office: _____

b. Local Office (If any): _____

2. Name, Phone, E-mail of the contact person at APMT, Pipavav site:

Name: _____
Phone/Mobile No.: _____
Fax No.: _____
E-mail Address: _____

3. Nature of Work: _____

4. Area / Plant (s) where the work is going on: _____

5. Date and SO/WO No.: _____

7. Period of Contract: From _____ to _____

8. Date of Commencement of Work: _____

9. Provident Fund Code No. (Region under which contractor is covered):

10. Details of Workmen Compensation Policy:

a. Name of the Insurance Company: _____
b. Date of Issue: _____
c. Period: From _____ to _____
d. No. of workmen covered: _____

(Specify as per category e.g. highly skilled, Skilled, Semi-skilled, Un-skilled)

11. Maximum Nos. of Workmen proposed to be engaged on any day:

i. Male: _____

ii. Female: _____

Date :

Place :

Seal & Signature of the
Authorized representative

ANNEXURE 2

(To be executed and notarized on Non-Judicial Stamp Paper of Rs. 100/-)

Indemnity Bond

THIS DEED OF INDEMNITY BOND IS MADE ON THE _____ day of _____ 2010 between M/s. _____ (herein after called "the Contractor / Sub contractor" of the per part) and the APM Terminals, Pipavav, PO: Uchchaiya, Via: Rajula, District: Amreli, Gujarat (India) hereinafter called "the Company" of the other part).

That the Company awarded works of _____ vide Work Order (WO) / Letter of Intent (LOI) / Letter of Commitment (LOC) No. _____ dated _____ and the contractor has signed the terms and conditions laid down under the same. This document shall be deemed to be part and parcel of the above referred WO / LOI / LOC which may be issued during currency or after expiry of the above referred WO / LOI / LOC. As per the terms and conditions relating to the compliance of various Labour Laws for the contracting period in the above referred WO / LOI / LOC or which may be issued subsequent to the WO / LOI / LOC (hereinafter collectively called "the said contracts"), the contractor has agreed to comply the provisions of all the Labour Laws applicable from time to time to him and / or his sub-contractors including PRWs / gang workers engaged by the consent of the company. The Contractor moved by the sentiments of justice and humanity as well as by desires to secure the permanent peace and tranquillity in and amongst the labour community agrees and undertake to following:

1. The Contractor hereby expressly undertake to be bound by all provisions of the Contract Labour (Regulations & Abolitions) Act, 1970 and the Contract Labour (Regulations & Abolitions) Gujarat Rules, 1971, framed there under, Interstate Migrant Workmen Act, Minimum Wages Act, Payment of Wages Act, Workmen Compensation Act, Building and other Construction Workers Act, Industrial Disputes Act, Provident Fund & Miscellaneous Provisions Act and Schemes / rules there under and all other Labour Laws applicable from time to time to me and / or all the subcontractors engaged to carry out the awarded work on company's site. I also hereby agree and undertake to maintain different registers, forms and other necessary records required to be maintained under the provisions of various labour laws and it rules applicable from time to time.
2. The Contractor further undertake to comply with the stipulations relating to various labour laws as per the agreed conditions of the said contractor as applicable currently or amended from time to time in terms with the mandatory requirements imposed by the statutory bodies functioning under the relevant labour legislations.
3. The Contractor further undertake to furnish the details as and when required in the prescribed format in case of any accidents which may results into loss of man-days / man-hour including fatal accidents.

4. The Contractor has read and understood the Guide Lines relating to Labour Laws compliance applicable to Contract Labour issued by the Company and I hereby expressly undertake to comply with the requirements under aforesaid guide lines from the commencement to the completion of contract work.

5. The Contractor further undertake (including my sub-contractors / PRWs) to indemnify the Company for all the time from all the litigations / disputes / claims accrued out of the said contracts. I also undertake to abide by all the statute/rules /regulations of any statutory body.

6. The Contractor FURTHER DECLARE THAT AS PER THE Articles of Associations of the Company / firm / Partnership Deed, I am authorized to furnish this undertaking and the CONTRACTOR shall be bound by the stipulations herewith contained and so will be the Sub-contractor(s) / PRWs. IN WITNESS HERE OF the contractor signed and delivered this Indemnity Bond on the day, month and year first above written.

(Seal, Signature & Designation of the Signatory)

Place: _____

Date: _____

Witness:

1. _____

2. _____

Accepted By:

Date: _____

(Signature of Engineer-in-charge
/Designated representative)

Witness:

1. _____

2. _____

Annexure 3 (On Contractor's Letter head)

Date: _____

To,
M/s. APM Terminals, Pipavav
PO: Ucchaiya, Via: Rajula
District: Amreli (Gujarat)
Pin: 365560

Sub: Request for Form – V under Contract Labour (Regulation & Abolition Act 1970)

Dear Sir,

We have been awarded the job of _____ at your site vide LOI / LOC / W. O. No. _____ dated _____, a copy of which is enclosed herewith.

We propose to commence our work from _____, as per the provision of the above Act, we are required to obtain a Labour License from Licensing Officer. We request you to issue us Form – V to obtain the Labour License. The details about our Company / Firm and aforesaid contract are given in the enclosed sheet.

We undertake to comply with all the provisions of the aforesaid Act as well as other Labour Laws, which are under operation from time to time. We also execute and enclose herewith an Indemnity Bond indemnifying the APM Terminals, Pipavav as a Principal Employer against any act or omission on or our part complying with various Labour Laws.

Thanking You,

Yours Faithfully,

(Seal & Signature of Contractor)

Name:

Designation:

Encl: 1.Details of the Contractor, 2. Copy of the Workmen Compensation Policy, 3. Copy of PF Code Allotment Letter, 4. Copy of LOI / LOC / W. O.

Annexure 4 (On Company Letter head)

FORM - V

[See Rule 21(2)]

Under Contract Labour (regulation & abolition) Act, 1970

FORM OF CERTIFICATE BY EMPLOYER

Certified that we have engaged the applicant M/s. _____ (SO No. _____ dated _____ 2013) having head Office at _____ as a Contractor in our establishment for providing _____ for APM Terminals, Pipavav.

We undertake to be bound by all the provisions of the Contract Labour (Regulations and Abolition) Act-1970 and the provisions of Contract Labour (Regulations and Abolition) Gujarat Rules-1972, in so far as the provisions are applicable to us in respect of the employment of Contract Labour by the applicant in our establishment.

For APM Terminals,

Authorised Signatory

Name & Address of Establishment:

APM Terminals, Pipavav
PO: Ucchaiya, Via: Rajula
District: Amreli (Gujarat)
Pin: 365560

Place: Pipavav

Dated:

Registration No.: _____, **Dated:** _____

Annexure 5

[FORM VI-A]

{See rule 25 (2) (viii) of Contract Labour (Regulation & Abolition Act 1970)

Coupled with Gujarat Rules 1972}

NOTICE OF COMMENCEMENT/COMPLETION OF CONTRACT WORK

I/We, Shri / M/s. (Name and Address of the Contractor) hereby intimate that the contract work (name of work) in the establishment of (Name and Address of Principal employer) for which Labour Licence No _____, dated _____ has been issued to me / us by the Licensing Officer (Name of the Headquarter), has been commenced / completed with effect from (date) / on (date).

Signature of the Contractor (s).

To,
The Asst. Labour Commissioner,
Amreli

FORM VI-B

[See rule 81 (3)]

Notice of completion of Contract Labour

- 1. Name & Address of the Principal Employer**
- 2. Registration Number**
- 3. Date of Registration Certificate**

We hereby intimate that the contract work (name of work) given to (name and address of the contractor) having Licence Nodated.....has been commenced/completed with effect from (date)/on (date).

Date:

(Authorized Signatory)

Annexure 6

Preliminary Report of Accident

(To be submitted within 24 hrs from the occurrence of the accident)

1. a. Name of Contractor: _____

b. Name of Sub-contractor (If applicable): _____

2. Exact place of accident: _____

3. Details of Injured person

a. Name: _____

b. Present address:

c. Permanent address:

d. Sex: _____

e. Age / Birth date*: _____

f. Wage last drawn (as per Wage Register)*: _____

g. Attendance Roll No.: _____

* Submit a photocopy of relevant document.

4. Date and Time of accident:

Date: _____ Time _____ (Hrs) _____ (Minutes)

5. Hours at which he started work on day of accident: _____

6. a. Brief Cause of nature of accident / dangerous occurrence:

b. If caused by Machinery,

i. Give name of the machine and part causing the accident:

ii. State whether if was moved be mechanical power at the time of accident:

c. Sate exactly what injured person was doing at time of accident:

i. Nature and extent of injuries (e.g. fatal, loss of limbs/fracture–part of body etc.)

7. If accident is not fatal, state whether injured person is likely to be disabled for 48 hrs. or more:

8. In case of accident being temporary/disablement:

a) Date by which compensation will be paid: _____

b) Details of Medical treatment provided: _____

9. In case of accident being fatal/ total disablement:

a. Whether contractor has informed next of kin/relative: _____

i. Name of Person: _____

ii. Address/Contact Nos. (If any) _____

b. Details of medical treatment provided: _____

c. Details of immediate monetary help/facility provided: _____

d. Date and Time of the notice of accident submitted to:

i. * WC Commissioner:

ii. * Nearest Police Station:

(* Please submit copy of above communication).

e. Date by which compensation will be deposited to the WC Commissioner,

Date:

Seal & Signature of the Contractor)

Enclosure: Copy of Attendance Register / Wage Register, Copy of Age Proof, Copy of the communication to WC Commissioner/Police Authority.

Annexure 7

COMMENCEMENT OF CONTRACT WORK

We hereby intimate that M/s..... has started the contract work on _____ at APMT, Pipavav site:-

1. Name of work: _____

2. Contract Period: From _____ to _____

3. No of workmen under contractor: _____

Authorised Signatory

Name:

Designation:

Date:

Annexure 8

COMPLETION CERTIFICATE

Herewith we declare that M/s. has executed the following project in accordance with the contract to our entire satisfaction.

- 1. Name of Project: _____
- 2. Contact Person: _____
- 3. Location: _____
- 4. Description of works: _____
- 5. Role contractor (Main / JV / Sub: _____
- 6. Technical specs (Equipment, sol etc): _____

- 7. Quantities: _____
- 8. Contract Amount: _____
- 9. Final Invoiced amount: _____
- 10. Date of commencement: _____
- 11. Date of completion: _____
- 12. Degree of compliance: _____
- 13. Quality of execution: _____
- 14. Safety performance: _____

For APM Terminals Pipavav

Authorised Signatory
Date:

Annexure 9

(To be submitted by the Contractor)

DATE _____

Work Order (Photo copy)	
- Work Order No.	
- Work Order Date	From _____ to _____
Duration of Contract	
Deed of undertaking (Original) (On non judicial stamp paper of Rs.100/- duly notarized)	
- License No.	
- License Date	
Half year return	
Closer Notice (Form VI-A)	
Attendance / Wage register (LEO Inspection)	
Leave Wages	
PF Details (If any)	
- PF No.	
- PF Compliance Report (Up to last month)	
Compliance / Clearance of	
- Advocate notice (If any)	
- Court Notice (If any)	
- Non payment (If any)	
Accident (If any)	
- Fetal (If any)	
- Non fatal (if any)	

Seal & Sign of the Contractor

Annexure 10

(To be submitted by contractor)

(To be executed and notarized on Non – Judicial Stamp Papers of Rs. 100/-)

This DEED OF UNDERTAKING IS MADE on the by M/s..... in favour of APM Terminals, Pipavav, PO: Ucchaiya, Via: Rajula, District: Amreli - 365560(Gujarat). Present to the award of work through LOI/LOC/WO No. dated by M/s. APM Terminals, Pipavav, the contractor has completed the said work / assignment. During the course of work / assignment the contractor has taken care to ensure a compliance of status however with a view to indemnity M/s. APM Terminals, Pipavav, against any future claim having raised of the workmen deployed by him or his sub-contractors or any other Agency, undertakes the following:-

1. I (including my sub-contractors) herewith expressly undertake that I had completed with all the labour laws applicable to my establishment during the tenure of the work period i.e. from _____ to _____.

2. I (including my sub-contractors) had paid all the legal dues to my workers employed for the execution of the work awarded to me vide above referred LOI/LOC/WO. I had submitted required returns / documents to be submitted to the various authorities under all laws applicable to my establishment from time to time. I further undertake that not a single litigation of case is pending against my establishment under the following labour laws applicable to my establishment.

- Industrial Dispute Act 1947.
- Payment of Wages Act. 1936.
- Minimum Wages Act 1948.
- Employees Provident Fund & Misc. Provision Act 1952.
- Workmen Compensation Act 1923.
- The contract Labour (R&A) Act 1970.
- Equal remuneration Act.
- Standing Order applicable to establishment or any other legal status /rules / regulation of any statutory body.
- Building and other construction workers (RE&SC) Act.
- Building and other construction workers Welfare Act.

3. I have served due notices of closer of my establishment to my workers and also to the different authorities under different laws and I have not received any claim / complaint regarding my dues / payment from any party. However, I further expressly agree and undertake that in case any dues if at all becomes due to my workers or any other party in future because of any award / decision of any Indian court / by virtue of any enactment / modification of Act / rules / parliamentary activism at later state (after signing this deed of the undertaking for further period of three years) will be settled by me (Company) at my cost and risk.

4. I further declare that as per Articles of Association of the company, I am authorised to furnish undertaking and the CONTRACT shall be bound by the stipulation herewith combined and is will the Sub-contractor(s)

IN WITNESS HERE OF the contractor singed and delivered this indemnity Bond on the date of 2010.

Place: (Seal & signature of contractor)

Date:

Witness:

1.....

Name:

Address:

2.....

Name:

Address:

(To be submitted by contractor on his company letter head)

Date:

To
The HR Department
APM Terminals, Pipavav

**Sub: Work Completion Certificate
Through: User Department**

Dear Sir,

We have been awarded work order No..... dated..... to
execute the work..... (nature of work) at
..... Site (Location)

Above assigned work is completed on..... In this connection we would like to confirm we have paid wages and all other due benefits to our workers and nothing is pending. We would also like to confirm that we have deposited due PF amount to the PF authorities and nothing is pending on this account. To confirm all liabilities and indemnify GPPL, we are also enclosing herewith DEED OF UNDERTAKING on non-judicial stamp paper of Rs. 100/- to indemnify the interest of your organisation. As we have completed the work, we require to submit completion certificate in enclosed format to the Government authorities (i.e. Asst. Labour Commissioner) for releasing of security deposit against Labour Licence. You are requested to issue required certificate to enable us to get refund of security deposit.

Thanking you.

Yours sincerely,

(Authorised Signatory)

Encl: Copy of PF Challan, Clearance Certificate from PF Enforcement Officer

Contractor's Employee Personal Data Format for Obtaining Gate Pass

Sr. No.: _____

Name of Employee: _____

Father's Name: _____

Date of Birth:

Date

Month

Year

Affix recent
passport size
coloured
photograph

Blood Group: _____ Identification Mark: _____

Designation: _____

Emergency Contact: Mr./Mrs./Ms.: _____

Contact No.: _____ Address: _____

Applicant Address	Present	Permanent
House No/Street/Landmark		
Village/Area		
Post Office		
Pin Code		
District		
State		
Police Station		

Details of Contractors (To be filled in by the Contractor)

Name of Contracting Agency: _____

Name of Sub Contractor (If applicable): _____

Address: _____

Contact Person Name & his Mobile No.: _____

Signature/Thumb Impression of Workmen

Seal and Signature of Contractor's Site In-charge

Concern Department

Name: _____ Signature & Date: _____

HR Department

Submitted all compliances documents on:

Name: _____ Signature: _____

HSSE Department

Undergone required Safety Induction on:

Name of Trainer: _____ Signature & Date: _____

Recommendation by Security Department

Name & Signature of Security In-charge _____

Date: _____