**Agreement for Supply of Labour**

The Agreement is made at\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_ day\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ between M/s. XYZ Co.Ltd a Company registered under the Companies Act 1956 and having its registered office at \_\_\_\_\_\_\_\_\_ hereinafter referred as "the Company" of part one & Mr. \_\_\_\_\_\_\_\_\_ residing at hereinafter referred as "the Contractor" of the other part.

Whereas

1.     The company is carrying on business of\_\_\_\_\_\_\_\_\_\_\_ and owns some cargo ships to carry on cargo from one port to another in different countries.

2.     Whenever any such ship of the company arrives at the port of\_\_\_\_\_\_\_\_\_ the company is required to engage mathadi workers to load & unload cargo in and from ship.

3.     As the ships come to the said port infrequently and there is no scope for continuous employment of workers for loading and unloading, the company cannot employ such workers permanently as its own employees and the company therefore purposes to employ labour through the labour contractor as and when any ship of the company arrives at the said port.

4.     The contractor carries on the business of supplying labour to any establishment including labour specialized in loading and unloading cargo from the ships at the said and other ports in India and the contractor holds a license under this Contract labour (Regulation & Abolition) Act 1970.

5.     The company proposes to entrust the work of loading and unloading cargo from the company’s ship arriving at the said port and the Contractor has agreed to supply the labour for the purpose on the terms and conditions hereinafter recorded and agreed to between the parties.

6.     The company declares that it is registered as an establishment in respect of ships as the principal employer under the Contract Labour (Regulation & Abolition) Act 1970.

Now it is agreed by and between the parties hereto as follows.

1.     The company hereby appoints the contractor as labour contractor for supply of workers to carry out the work of loading and unloading goods in any ship of the company when it arrives at the said port.

2.     The company shall give at least 8 days notice to the contractor of the date on which the any ship of the company is expected to arrive at the said port and when the ship is anchored at the said port is expected to leave the port after loading the goods booked with the company for the transport. The company shall also inform the contractor by such notice how many workers will be required for unloading the ship arriving at the port and how many workers will be required for loading the ship, which will be leaving the port. If the contractor fails to supply the required labour on any occasion the company will be entitled to engage other group of workers and the contractor will be liable to pay the company the expenses incurred on the account of damages.

3.     The contractor shall on receiving information from the company, that a ship has arrived and is anchored at the dock the contractor shall arrange to bring the number of workers asked for at the port at his own cost of transport.

4.     It is the responsibility of the company to give directions or guidelines regarding the manner in which the work of loading and unloading will be carried out by the workers and the workers supplied by the contractor will carry on the work accordingly.

5.     It will not be the duty or responsibility of the contractor to supervise the work of the workers supplied by him, but the company through its representatives will do that work and the workers will obey and carry out the directions given by him.

6.     If the company finds that any worker supplied by the contractor is not carring out the work satisfactorily or is otherwise physically unfit to carry out the work involved, the contractor shall withdraw such a worker from duty and substitute some other worker in his place. The company’s complaint will be final and accepted by the contractor or the worker as justified.

7.     The consideration of services to be rendered by the contractor as herein provided the company shall pay to the contractor on following basis.

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8.     The said amount will include the wages and other benefits payable to the workers supplied by him to the company from time to time and as prescribed by the labour enactment in force for the time being, and the company will not be responsible to pay the same. But if under any enactment (including rules or regulations included there under) the company is held liable to pay any amount to the worker as principal employer the contractor should reimburse the same to the company within a period of 15 days from the date of demand by the company. Demand shall be made in writing. And the contractor indemnifies an agrees to keep indemnified the company against any such amount and any losses, charges and expenses incurred by the company on account thereof.

9.     The company will provide for every worker supplied by the contractor, a badge/identity card as required for entry and presence in the dock where the ship will be anchored before he enters the dock. The worker will surrender such badge/identity card at the time of leaving the dock.

10.  Every worker during the period of his work will be bound to observe the rules and regulations of the port authority relating to his movement, dress and discipline. If there is any breach thereof by any such worker and the company suffers any penalty, monetary loss or other charges he contractor will be responsible for the same and he will reimburse the company for any such liability.

11.  The contractor will make the arrangement of food, snacks and tea/soft drinks for such workers and the company will not be responsible for the same.

12.  If any amenity required by law for the benefit of worker supplied by the contractor is not suitable or is inconsistent with the work placement or if possible to be provided and is not provided the company will provide the same within the time required by the law and the contractor shall pay the company the expenses incurred by it on that account on demand.

13.  The contractor shall be responsible for the payment of wages to each worker employed by him for the company when the wages become payable, the company can nominate a representative duly authorized who will be present at the time of disbursing the wages by the contractor and he will certify the amounts paid as wages by the manner prescribed by law.

14.  The company will be entitled to deduct any payment made by the company and which is payable by the contractor under this contract or by law, out of any moneys payable by the company to the contractor under this contract.

15.  The Contractor and the company shall maintain such registers and records containing such particulars of contract labour employed as required by the Contract Labour (Regulation and Abolition) Act 1970 or any other law including particular regarding the nature of work performed by the contract labour and the rates of wages paid to the worker.

16.  The company shall maintain a first aid box containing all articles and equipments as required by law.

17.  The contractor shall pay wages at the rate as may be prescribed by law particularly by the said Act of 1970.

18.  Every worker to be supplied by the contractor shall not be less than 25 years and not more than 55 years of age and the contractor shall obtain and produce to the company a medical certificate of each of the worker that he is not suffering from any disease of major ailment and he is physically fit to do the prescribed work.

19.  Every time the contractor supplies the workers, the contractor should supply a list of full address and names of workers to the company.

20.  The company will act in relation to the contractor, his workmen at this agreement through one or more representative whose name/names will be communicated to the contractor as its authorized representative/s.

21.  If the workers supplied by the contractor for loading and unloading the cargo are required to work for more than 8 hours, the contractor shall be liable to pay overtime wages as required by law. The company will reimburse such wages paid as overtime. However if the workers are required to work for less than 8 hours the contractor will not be entitled to make a claim against the company for being required to pay the workers their wages for 8 hours work.

22.  It is the responsibility of the contractor to see that the workers do not go on any strike or stop work and if they do so the company will be entitled to get the work of loading or unloading carried out through any other group of workers and the contractor shall be liable to make good the loss suffered by the company in that behalf. If the workers of the contractor have any grievance the same shall be attempted to be settled amicably with the help of the company on such terms as may be agreed upon.

23.  If due to any act of commission or omission, misfeasance or nonfeasance of any worker supplied by the contractor any third party suffers loss or damages the contractor will make good the same if the company is required to pay the same the contractor will reimburse the company for such loss or damage.

24.  The contractor shall not assign this contract to any other person without the written consent of the company and which consent may be granted only on such terms, as the company will stipulate.

25.  The contractor shall comply with all laws and regulations governing the relation between the employer and employee which are in force as if the contractor is the employer and the worker are his employee. The contractor agrees to indemnify and keep indemnified the company against any loss, charges and expenses suffered by it on account of breach of any laws or regulations.

26.  This agreement can be terminated by the company or shall deemed to be terminated by the company in any of the following events;

a.     If the company terminates the same with or without assigning any reason by giving 15 days notice to the contractor in writing as from the date to be specified in the notice.

b.    If the contractor is adjudged insolvent.

c.     If the company goes into liquidation voluntarily or through the court.

d.    If the contract becomes illegal b virtue of any law.

e.     If the authorities cancel the license of the contractor concerned.

f.     If the contractor terminates this contract by giving at least one-month prior notice with or without assigning any reason. Subject to what is provided in this clause, the contract shall remain in force for a period of one year from the date hereof.

27.  If any difference of opinion arises between the company and the contractor regarding this agreement and the implementation there of the decision of the Managing Director of the company shall be final and binding on the contractor.

28.  The agreement is subject to the provisions of any scheme made u/s 3 of Dock Workers (regulations of employment) Act 1948 and the rules there under. If any provision of this agreement is repugnant or inconsistent with any provision of such scheme, which applies to the employment of the dockworkers and is applicable to this agreement such provision of the agreement will be treated null and void on the parties.

29.  This agreement is also subject to the provisions of Dock Workers (Safety, Health and Welfare) Act 1986 and the rules there under. The company as the principal employer, the contractor as employee and the workers employed by him will be bound by the provisions of the Act and Rules.

In witness thereof the parties have their hands and seal the day and year first hereinabove written.

Signed for and behalf of the within named

XYZ Co. Ltd.

By its Managing Director Mr........

Duly authorized in that behalf

In the presence of .....

Signed by the within named

Contractor Mr......

In the presence of.