

## **THIS IS JUST A FORMAT.**

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# **Contract for supply of Labour**

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Agreement 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 to as “the Company” of the one part and Mr. .... residing at .... hereinafter referred to as “the Contractor” of the other part.

Whereas,

(1) The Company is carrying on business of shipping 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 and unload cargo in and from such 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 proposes to employ labour through 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 specialised in loading and unloading cargo from ships at the said and other ports in India and the Contractor holds a license under this Contract Labour (Regulation and Abolition) Act of 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 that 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 its ships as the principal employer under the Contract Labour (Regulation and Abolition) Act, 1970.<sup>1</sup>

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 on 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 any ship of the Company is expected to arrive at the said port and when the ship anchored at the said port is expected to leave the port after loading the goods booked with the Company for 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 would be leaving the port. If the Contractor fails to supply the required labour on

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<sup>1</sup> A ship when loading and unloading operation or work of repairs is carried on it is held as an establishment within the meaning of said Act of 1970. Lionel Edwards v. Labour Enforcement Officer, (1978) 53 F.J.R. 416 (Cal.).

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any occasion the Company will be entitled to engage other group of workers and the Contractor will be liable to pay to the Company the expenses incurred by the Company on that account as damages.

(3) The Company shall on receiving information from the Company that a ship has arrived at the port 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 his workers and the workers supplied by the Contractor will carry out 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 representative will do that work and the workers will obey and carry out the directions given by him.

(6) If the Company finds that any of the workers supplied by the Contractor is not carrying out the work properly or satisfactorily or is otherwise physically unfit to carrying out the work involved, the Contractor shall withdraw such 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) In consideration of the services to be rendered by the Contractor as herein provided the Company shall pay to the Contractor on following basis.

XXXXXXX  
XXXXXXX

(8) The said amount will include the wages and all other benefits payable to the workers supplied by him to the Company from time to time as prescribed by the several labour enactments in force for the time being and the Company will not be responsible to pay the same. But if under any enactment including the rules or regulations made thereunder the Company is held liable to pay any amount to the worker, as principal employer, the Contractor shall reimburse the same to the Company within 15 days from the date of demand by the Company made in writing and the Contractor indemnifies and agrees to keep indemnified the Company against any such amount and any loss, costs, charges and expenses incurred by the Company on account thereof.

(9) The Company will provide for every worker who is supplied to the Company by the Contractor, a badge or identity card required for entry and presence in the Dock where the ship will be anchored, before he enters the Dock and such badge or identity card will be surrendered by the worker at the time of his 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, discipline, dress etc. and if there is any breach thereof by any such worker and the Company suffers any penalty, monetary loss or other charges. the Contractor will be responsible for the same and he will reimburse the Company for such liability

(11) The arrangement for food and snacks and tea and other soft drink of such workers will be made by the Contractor and the Company will not be responsible for the same.

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

(13) As provided earlier the Contractor shall be responsible for payment of wages to each worker employed by him for the Company when the wages become payable and the Company can nominate a representative duly authorised to be present at the time of disbursing the wages by the Contractor and he will certify the amounts paid as wages in the manner if any 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 particulars regarding the nature of work performed by the contract labour and the rates of wages paid to the workers.

(16) The Company shall maintain a first-aid box containing all articles and equipments as may be required by law.

(17) The Contractor shall pay the wages at the rates 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 and not more than 55 of age and the Contractor shall obtain and produce to the Company a medical certificate of each worker that he is not suffering from any disease or any major ailment and he is physically fit to do the work of loading and unloading of articles and things in or from any ship.

(19) Every time the workers are supplied by the Contractor, the Contractor shall supply a list to the Company containing full names and addresses of the workers.

(20) The Company will act in relation to the Contractor, his workmen and this agreement through one or more representative whose names & addresses will be communicated to the Contractor as its authorised representative or representatives.

(21) If the workers supplied by the Contractor for loading or unloading the cargo are required to work for more than 8 hours the Contractor shall be liable to pay the overtime wages to them as required by law but in such a case the amount required to be paid by the Contractor for overtime work will be reimbursed by the Company to the Contractor provided however, that if the workers are required to do the work of such loading or unloading for less than 8 hours the Contractor will not be entitled to make any claim against the Company for he being required to pay to 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

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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 a loss or damages the Contractor will make good the same and if the Company is required to pay the same the Contractor will reimburse the Company for the amount of such loss or damage on demand.

(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 relations between employer and employee which are in force as if the Contractor is the employer and the workers are his employees and the Contractor agrees to indemnify and keep indemnified the Company against any loss, costs, charges and expenses suffered by it on account of breach of any law or regulations.

(26) This agreement can be terminated by the Company or shall be deemed to be terminated in any of the following events :

- (i) if the Company terminates the same with or without assigning any reason by giving 15 days notice in writing to the Contractor as from the date to be specified in the notice;
- (ii) if the Contractor is adjudged insolvent;
- (iii) if the Company goes into liquidation voluntarily or through Court;
- (iv) if the contract becomes illegal by virtue of any law;
- (v) if the license of the Contractor is cancelled by the authorities concerned;
- (vi) if the Contractor terminates this agreement by giving at least one month prior notice in writing to the Company 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 thereof the decision of the Managing Director of the Company shall be final and binding on the Contractor.

(28) This agreement is subject to the provision of any scheme made under section 3 of the Dock Workers (Regulation of Employment) Act, 1948 and the rules thereunder and if any provision in this agreement is repugnant or inconsistent with any provision of such scheme which applies to the employment of dock workers and is applicable to this agreement such provision of this agreement will be treated as not binding on the parties as if it is not included in this agreement.

(29) This agreement is also subject to the provision of the Dock Workers (Safety, Health and Welfare) Act of 1986 and the rules made thereunder and the Company as principal employer, the Contractor as employee and the workers employed by them will be bound by the provisions of the Act and the Rules.

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

AGREEMENT OF INDEMNITY BY LABOUR CONTRACTOR

Signed for and behalf of the  
withinnamed XYZ Co. Ltd.  
By its Managing Director Mr. ...  
duly authorised in that behalf  
In the presence of ...

Signed by the withinnamed  
Contractor Mr. ....  
In the presence of ....

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