AGREEMENT FOR JOB CONTRACT

This AGREEMENT FOR JOB CONTRACT is made at Chennai on the day of 2012 by and between M/s Pvt Ltd having its registered office at [hereinafter called THE COMPANY] of the FIRST PART And M/s Labour Supplier having office at [hereinafter called THE CONTRACTOR] of the SECOND PART

WHEREAS

1. The scope of work is for the engagement of sufficient labour (herein after referred to as MENMAZDOOR) for carrying out THE COMPANY Manufacturing, Transit, Stacking, Curing and other works allotted by the company from time to time. The contractor’s representative reports to the respective plant in-charge with menmazdoor details in all shifts and take instructions regarding their work. The average approximate strength of MENMAZDOOR that is required for the plant is sufficient to carrying out the work as described by company from time to time.

2. The Company reserves its rights to increase or decrease the no of MENMAZDOOR required per shift, depending upon the prevailing conditions in the plant and any such changes will be informed to the contractor, on his authorized representative at least 24 Hrs in advance, for necessary action at his end.

3. In case of necessity the contractor shall supply MENMAZDOOR for other plants at the same terms and conditions of the work order.

4. The company reserves the right to enter in to agreement with more than one contractor, if the progress of work is found to be unsatisfactory during the tenure of the contract.

OBJECTIVE OF WORK
a. The contractor shall employ their MENMAZDOOR to manufacturing of THE COMPANY per shift at the rate of Rs ___/- per worker. The same quantity of THE COMPANY also stacked and cured by the contractor on the same shift itself.

b. The company shall not responsibility of not giving work to the contactor’s MENMAZDOOR due to any natural calamities.

SCOPE OF THE COMPANY

a. The sufficient Raw materials, Machineries, Pallets and pallet truckers to be supplied by the company, to making described quantities of THE COMPANY by the company. The company shall not have responsibility for scarcity of raw materials due to any natural calamities.

b. The maintenance works of the machinery also taking care by the company. The company shall not responsibility of not giving work to the contactor’s MENMAZDOOR during breakdowns.

c. The tools and other infrastructures shall be provided by the company, to make adequate quantity of THE COMPANY per shift.

d. Shelter to the MENMAZDOOR shall be provided by the company. Drinking water and electricity to the contactor’s MENMAZDOOR shelter has to be take care by the company.

e. Food and Conveyance to the MENMAZDOOR shall be provided by the contractor at his own cost. Vehicle arrangements for purchasing any think for his MENMAZDOOR to be taken care by contractor at his own expense.

OBLIGATIONS OF THE CONTRACTOR
a. All persons employed by the contractor shall be engaged by him as his own employee in all respects.

b. The contractor shall employ a qualified supervisor at their own cost approved by the company who shall be present at the work spot at all time when ever the work is in progress. Such authorized supervisor shall receive all direction and instructions from the company’s plant in charges and carryout the same accordingly. And he is also able to report to the plant in charge.

c. The contractor shall not employ in connection with the work any person who has not completed his 18th year of age or has completed his 50th year of age. The contractor shall employ only such persons as or Careful, Healthy, Skilled and Experienced.

d. The Contractor shall ensure that their MENMAZDOOR do not indulge in any act of misconduct in the company’s premises and also in their shelter provide by the company. Lapses in this respect will be severely dealt with.

e. The Plant in charge shall be at liberty to object to require the contractor to remove from the works any person employed by the contractor who will be in the opinion of the plant in charge, misconducts himself or of his duty and such persons shall not be again employed in the works and the contractor has to replace him by such other person who is acceptable to the company for carrying out the work.

f. The contractor shall not continue to employ any person, if found, not to be skilled, for the work allotted to him or found misbehaving.
g. The contractor has to supply sufficient MENMAZDOOR to carry out the work at any point of time, even there is any absents from their MENMAZDOOR due to any reasons.

h. While carrying out the operations, the safety of company’s materials, equipments as well as the safety of labour engaged shall be responsibility of the contractor. The contractor and all persons in his employment shall abide by the security regulations of the company. All the safety rules framed from time to time by the company or to be strictly enforced by the contactor to prevent accidents to his MENMAZDOOR.

i. The Contactor has to maintain the registers, the form of which will be decided after mutual discussion with the company.

j. The Company is accepting to provide half day wages for MENMAZDOOR, if the machine is not operated by the company due to Breakdowns, mandatory local holydays and unavailability of Raw materials due to scarcity, Bundh, natural disaster etc.

k. But the contractor to provide their MENMAZDOOR to do works like cleaning, stacking, curing, pallet transit etc., for half day.

l. After Completion of the work, area cleaning and dumping the debris at any place in side plant as instructed by plant in charge should be done by the contractor.

m. The contract shall be valid for a period of ____ year from ____ to _____. How ever, incase the performance of job assignment is not satisfactory, the company reserves its full rights to rescind, or terminate the contract with one week notice period or without assigning any reasons.
n. The contractor can be withdrawn of his contract with giving notice period of ___ months time in writing.

**MEASUREMENT OF WORKS**

a. Measurements of work will in general decided by both the plant in charge and Contactor’s supervisor on daily basis.

b. Production certifications purely made by the number of MENMAZDOOR engaged in each shifts.

**PAYMENT TERMS**

a. The Bills should be submitted to the factory for verification and certification as prescribed format.

b. The supply of MENMAZDOOR and PRODUCTIVITY for each day is to be certified by the company’s authorized representative and based on these only bills will be paid.

c. The company is accepting to provide one additional wage as cooking charge for every twenty MENMAZDOOR.

d. Payment will be released once in ___ Days, after the bills are certified by the Plant In charge and after detecting amounts due to the company.

e. The payment will be delayed few days from date of produced due to processing.

f. The decision of the General Manager will be final and binding in case of any disputes arising out this work order. The company reserves the right to amend, modify or withdraw any conditions laid down for this work order.
Authorized Signatory
For M/s___
Supplier
FIRST PART
(with seal)

SECOND PART
(with seal)

WITNESS

1.

2.