

Kindly find below additional points with respect to statutory labour laws/miscellaneous to be included in tender documents:

## **STATUTORY LABOUR LAWS AND MISCELLANEOUS OBLIGATIONS:**

### **1. Submission of Contract Labour Licence:**

1.1 The successful bidder shall submit the **Contract Labour Licence (Central)** within **30 days from the issuance of the Work Order** or **within 15 days from commencement of the contract**, whichever is earlier.

1.2 Non-submission within the stipulated timeline shall result in non-processing of the Contractor's first monthly bill, and the Management of AIESL reserves the right to take any further action as deemed appropriate.

### **2. Responsibility for Local and Statutory Compliances:**

2.1 The Contractor shall be fully responsible for **resolving all local and statutory compliance issues**.

2.2 The Contractor shall bear **all costs** associated with such compliance matters.

### **3. Submission of Statutory Returns:**

3.1 The Contractor shall ensure **timely submission of all applicable statutory returns**.

3.2 Proof of compliance must be provided to the **HR Department** at the time of bill submission.

3.3 The contractor, in accordance with the **CLRA (Contract Labour (Regulation & Abolition) Act)** and the **Factories Act**, is required to submit **half-yearly and annual returns**. A copy of these submissions must also be provided to the **HR Department**.

### **4. Inclusive Rates**

4.1 The rates quoted by the bidder shall be inclusive of all statutory obligations, liabilities, compliances, contributions, and payments applicable under prevailing labour laws and regulations, including but not limited to the following:

- Minimum Wages Act and applicable Variable Dearness Allowance (VDA)
- Employees' Provident Funds and Miscellaneous Provisions Act, 1952, including EPF, EDLI, and applicable administrative charges
- Employees' State Insurance Act, 1948
- Payment of Bonus Act, 1965
- Payment of Wages Act, 1936
- Payment of Gratuity Act, 1972, wherever applicable

- Compliance with the Four Labour Codes, namely:
  - Code on Wages, 2019
  - Industrial Relations Code, 2020
  - Occupational Safety, Health and Working Conditions Code, 2020
  - Code on Social Security, 2020as and when notified and made applicable by the Appropriate Government
  
- Any other statutory payments, levies, welfare contributions, taxes, or obligations as applicable under Central/State Government laws, rules, notifications, and amendments issued from time to time.

4.2 The Contractor shall ensure full compliance with all the above-mentioned Acts, Rules, Labour Codes, and other applicable statutory provisions during the tenure of the contract.

### **5. Deployment Strength:**

5.1 The Contractor shall ensure deployment of the requisite number of personnel on all working days and shall maintain the manpower strength as specified in the tender document without any deviation or shortfall.

### **6. Maintenance of Statutory Registers:**

6.1 The Contractor shall **maintain all registers required under statutory labour laws**.

6.2 Such registers shall be made **available for inspection by management** whenever required.

### **7. Employee Documentation and Separation Compliance:**

7.1 The Contractor shall mandatorily issue Appointment Letters, Wage Slips, Employment Cards, and Service Certificates to all deployed workers in compliance with applicable labour laws.

7.2 The Contractor shall ensure timely settlement of all dues payable to workers upon resignation, termination, or cessation of employment.

7.3 Full and Final Settlement of workers shall be completed within 48 hours from the date of separation/relieving, subject to statutory and contractual requirements.

## **8. Liability Towards Accident, Injury, and Compensation:**

8.1 The Contractor shall be solely responsible for compliance with all applicable statutory provisions relating to safety, health, welfare, insurance, compensation, and employment of personnel deployed under the contract.

8.2 In the event of any accident, injury, disability, illness, or death of any deployed personnel arising out of or during the course of employment under the contract, the Contractor shall be responsible for settlement of all claims, compensation, statutory liabilities, legal dues, and related obligations in accordance with applicable labour laws, including but not limited to the Employees' Compensation Act, Employees' State Insurance Act, and other applicable statutes.

8.3 The Company shall not be held liable for any compensation, claim, dispute, or legal proceedings arising out of such incidents, except to the extent specifically required under applicable law.

8.4 The Contractor shall also ensure adequate insurance coverage and compliance with all safety and statutory requirements for deployed personnel during the tenure of the contract.

## **9. Miscellaneous Conditions:**

9.1 The Contractor shall comply with all instructions, circulars, policies, safety guidelines, and administrative procedures issued by the Management from time to time during the contract period.

9.2 The Contractor shall ensure that all deployed personnel maintain proper discipline, conduct, decorum, and adherence to workplace rules while on duty at Company premises.

9.3 The Contractor shall be responsible for maintaining confidentiality of Company information, records, documents, and operational matters accessed during execution of the contract.

9.4 The Contractor shall ensure that no child labour, bonded labour, or prohibited category of labour is engaged under the contract and all employment shall be in compliance with applicable labour laws.

9.5 The Contractor shall provide necessary Personal Protective Equipment (PPE), uniforms, identity cards, and safety gear to deployed personnel wherever applicable.

9.6 The Contractor shall immediately replace any worker found unsuitable, absent frequently, involved in misconduct, or violating Company rules, upon instructions from the Management.

9.7 The Contractor shall ensure that all deployed personnel are medically fit and eligible for deployment as per applicable statutory and operational requirements.

9.8 The Contractor shall maintain proper liaison with statutory authorities and shall promptly attend to notices, inspections, or compliance requirements related to the contract workforce.

9.9 The Company reserves the right to verify statutory compliance records, wage payments, PF/ESIC remittances, attendance records, and other related documents at any time during the contract period.

9.10 Any violation of statutory provisions, tender conditions, safety norms, or labour law compliances may result in withholding of payments, imposition of penalties, termination of contract, or any other action deemed fit by the Management.

9.11 The Contractor shall ensure marking of attendance of all deployed personnel through the biometric attendance system, wherever applicable/implemented by the Company, and such records shall be maintained and produced for verification whenever required.

9.12 The Contractor shall ensure payment of wages to all deployed personnel on or before the 7th day of every succeeding month in compliance with the provisions of the Payment of Wages Act, 1936/Code on Wages, 2019, as applicable. Proof of wage disbursement shall be submitted to the Company along with monthly bill documents.