



<b>Vendor Details</b> <b>SEVA SAHAYOG FOUNDATION</b>  Old Nagardas Road, MUMBAI -- 400069 State: Maharashtra Contact Person: Ph No.-9262715950 GSTIN: URP	<b>WORK ORDER 4500199889</b>
	<b>DATE 18.02.2026</b> <b>OUR ORDER NUMBER MUST BE QUOTED IN ALL CORRESPONDENCES, CHALLANS &amp; INVOICES)</b>
	<b>YOUR QUOTATION NO &amp; DATE</b> <b>C/35/25-26 &amp; 05.02.2026</b>
	<b>REQUIRED FOR : TKM Kolkata DEPT : Kolkata Office</b> <b>GSTIN : 19AABCT2426M1Z4 Delivery: As &amp; When</b>

Dear Sir,

Please arrange to execute the job as per details given below . Please acknowledge the receipt of this order.

- 1.Job is to be executed for: Chief Kolkata Office TKM Kolkata
- 2.Work done certificate to be issued in the name of Chief Kolkata Office TKM Kolkata
3. Bill in triplicate should be sent along with copy of PO, work done certificate, challan, etc to TKM Ltd., Manager( Accounts), TKM Kolkata.
4. For Compliance under Labour Regulation Annexed Separately.

CSR project with Seva Sahayog at KPO					
SL NO	ITEM DESCRIPTION	Quantity	Unit	RATE (in INR./Unit)	Amount
1	CSR with Mini Science Centre (01 YRS) HSN/SAC :	1.000	INR	566400.00	566,400.00
		Total Value in INR ( Excluding GST ) : 566,400.00			
Amount in Words: RUPEES FIVE LAC SIXTY SIX THOUSAND FOUR HUNDRED ONLY					
PAYMENT: TM05 45 Days credit (Other Terms and Conditions as per enclosed Annexure)			DELIVERY DATE : 31.03.2026		
<b>Delivery Text :</b>					
PR Number :		Requisitioner :			
Charge A/C : HO-Admin					
Yours Faithfully For TKM Global Logistics Ltd.					
19.02.2026					

**TKM GLOBAL LOGISTICS LTD.**  
**Terms & Conditions**

Order Continuation Sheet  
Work Order 4500199889

- 1.
2. Detail description of services:-
3. Scope of job:-
4. Warranty/Guarantee:-
5. Terms of Payments:-
6. Delivery/completion period:-
7. Taxes & duties:-
8. Delivery terms:-
9. Penalty Clause:-
10. Special Instructions (if any):-
11. Billing & Shipping Address:-
12. Contact Person Name & Mobile No:-

13. Safety:-

Services provided by you should fulfil all statutory safety rules, and should comply with normal safety norms, any violation if detected at any time may lead to cancellation of order, even after execution of job at site.

14. OHS & Environment:-

Clause:1

In line with its Safety & Occupational Health Policy, TMILL has adopted ISO standards for safety at work place. The target is "ZERO incident". The term "Incident" is defined as "any event which resulted in/or could have resulted in injury to human being/loss or damage to equipment or property/production loss/adverse environmental impact/adverse community reaction. All the contractors need to ensure that all the activities are conducted in a safe manner and eliminate all Unsafe conditions and Unsafe acts so as to meet the above target of "Zero Incident".

Clause:2

In line with the Environment / OHSAS requirements of ISO-45001:2018, the Contractor shall comply with the following:

- The Contractor as well as all its sub-contractors engaged at site shall maintain the up to date training certificate for their employees. The training shall be provided by the Employer during safety induction program prior to start of the job.
- Any earth excavated during the job shall be disposed off in a pre-assigned place. The Contractor shall take preventive steps to avoid spillage of earth/debris during transport/dumping.
- The Contractor shall maintain a clear work area in and around the work place.
- The Contractor must ensure optimum use of water and avoid any misuse/wastage.
- The Contractor shall ensure that the vehicles to be used by the Contractor for executing the job must meet statutory emission norms of Motor and Vehicle Act.

15. Deviation:-

Any deviation in specifications /quality of services as mentioned in the PO and your offer will be subject to approval from Purchase department TKM.

16. Firm Price:-

The prices mentioned in the PO will remain firm till successful execution of the services at site, any revision in price will not be entertained.

17. Cancellation or Termination of Contract:-

Without prejudice to clauses concerning Force Majeure and Arbitration hereof and to any other remedy available, the TKM at its option, may cancel the Contract at any time by simple written notice to the Contractor in case of Contractor's non-compliance with and has breached its undertakings under:

- a. Failure to maintain delivery schedules
- b. Errors, negligence, insufficiencies in the contractual work under execution or failure to supply required materials as per specification or manpower or in other similar

All other specific terms and conditions to be referred from RFQ No.: C/35/25-26

Tata Code of Conduct & related Policies

Business Associates shall ensure and abide by the Code of Conduct and the relevant clauses of the below mentioned policies:-

- \* Business Associates-Code Of Conduct
- \* Policy on Conflict of Interest for Vendors
- \* Policy on Whistle Blower Policy for Vendors
- \* Policy on Prevention Of Sexual Harassment at works Policy
- \* Policy on ABAC (ANTI-BRIBERY AND ANTI-CORRUPTION POLICY) Policy
- \* Policy on Anti-Money Laundering (AML)/ Counter-Terrorist Financing (CTF)/ Know Your Customer (KYC)Policy
- \* Policy on Gift and Hospitality Policy

For detailed policies please refer TMILL website:

<https://www.tmilltd.com/finance-policies/company-policies.aspx>

Business Associates should provide declaration as and when required by the company.

REPORTING CHANNELS: In case you have any ethical issues to be raised in connection with this order, you may report the same through any of the below reporting channels:-

Chief Ethics Counsellor:

Contact: Ms. Jyoti Purohit

Phone No.: 033 6633 9139

Email: [jpurohit@tmilltd.com](mailto:jpurohit@tmilltd.com)

Speak Up:

Toll Free No.: 1800 102 0875

Email: [tatasteel@ethicshelpline.co.in](mailto:tatasteel@ethicshelpline.co.in) (Please write TMILL in the subject of the Email)

Website: [www.in.kpmg.com/ethicshelpline/tslindia/](http://www.in.kpmg.com/ethicshelpline/tslindia/)

P.O.Box: No.-71, DLF Phase 1, Qutub Enclave, Gurgaon # 122002, Haryana, India

[Query: In case of any query regarding the Purchase Order please contact Ms. Bhawana Singh Thakur, mob: +91 9343811149 or email: [bthakur@tmilltd.com](mailto:bthakur@tmilltd.com)/[purchase@tmilltd.com](mailto:purchase@tmilltd.com)]

Please Note: Your identity will be kept confidential unless you choose otherwise.

This is an system generated document and doesn't require any signature or company stamp.

**TKM GLOBAL LOGISTICS LTD.**  
**General Terms & Conditions:**

Order Continuation Sheet  
Work Order 4500199889

For Any clarification on the orders issued by TKMGLL, please contact Purchase Department - Phone Nos. +91 9343811149, email: bthakur@tmilltd.com/purchase@tmilltd.com

E-mail to jpurohit@tmilltd.com or contact at 033 6633 9139 for any ethics related issues. Following are the major general terms and conditions of contract applicable to you as Contractor/Transporter / Supplier / any other kind of Service Provider to TKMGLL.

1 Terms of Payments: payments will be released within 15 days credit on submission of bills upon certification and due approval by user department.

2 Tax: GST will be paid extra as applicable.

The rates shall be inclusive of all applicable taxes and duties except Service Tax and the contractor shall be entirely responsible for all taxes, duties, license fees etc. The rates shall remain firm throughout the contract period and will not change due to any change in the tax rates or introduction of new levy by the Government. However, Service Tax will be applicable and paid over and above the quoted rate upon submission of Cenvatable invoice.

3. All job is to be carried out inside work premises as per instructions of the concerned official.

4. In case any extra work/job/service is required to be executed over and above the one specified in the order which incurs an extra cost, then a written confirmation needs to be obtained from the procurement department of TKMGLL, failing which the cost incurred for the extra job/services/work carried out for TKMGLL will not be processed nor TKMGLL will be held liable for any payment regarding the same. All communication regarding the above order should be made at bthakur@tmilltd.com/purchase@tmilltd.com

5. TKMGLL shall take action against Contractors / Transporters /Suppliers / any other kind of Service Provider for non-compliance to & TKMGLL norms for Safety, Security and Tata Code of Conduct by them, their direct or indirect employees and their direct or indirect service providers.

6. Drivers shall possess all valid documents while driving the vehicles /cars such as driving license, owner book, tax token, insurance, road permit, pollution certificate etc.

7. The contractor shall undertake full responsibility for safe execution of job at work place/site and safety of his personnel from the time he enters the work premises, till the time he leaves the Work Places after his duty. The contractor shall abide by and shall ensure 100% compliance of various statutory rules of the Government and Safety Rules and Regulations of the, TKMGLL, being issued by the Government authority and TKMGLL time to time in this regard, and/or as required by the engineer, in respect of all staff and labour engaged for the execution of the work at work place/site and shall provide all the facilities in connection therewith. The contractor shall ensure that necessary safety appliances are being used by his employees and workers working at site without which the employees and the workers shall not be permitted to work.

8. The contractor shall comply with the company's present safety rules and regulation as well as with the new regulations issued by the company from time to time. By accepting this work order, the contractor undertakes that it fully aware of the safety norms and requirement for the job / services to be executed by it and shall take all necessary steps in that regard. The contractor and its employees will put on all prescribed Personal Protective Equipment ( such as safety shoes, helmets, hand gloves, safety belts, safety goggles, gas mask and all other safety appliances etc.) while working inside the work premise and also in its vicinity and such Personal Protective Equipment (PPEs) must be as per company's standard. The cost of the PPEs will be borne by the contractor and the same shall not be recovered from the employee. Any violation found will be dealt firmly by TKMGLL.

9. Construction of Contract - The Order shall be governed by the laws in India. The Order shall in all respects be construed and operated as a contract as defined in the Indian Contract Act, 1872 and save as otherwise expressly provided herein shall be governed by the provisions of the said Act. This Order shall be governed by the terms and conditions as specified herein.

10. In case any conflict between the terms and conditions given this Order and those in the General Conditions of Contract, Technical Specification or other tender documents, the terms and conditions given herein shall prevail. Wherever, TKMGLL has signed an Agreement with the Contractor, in the event of any conflict between the terms & conditions in this Order and that in the Agreement, the terms & conditions incorporated in the Agreement shall prevail.

11. Dispute Resolution

Any dispute or difference arising between the parties hereto in respect of any aspect of this Contract/Order or the interpretation construction or effect of the terms and condition of the Contract/Order shall be first settled mutually by negotiations between the parties.

11.1 In case of any disputes arising out of interpretation of any of the provisions of this contract, the shall appoint an arbitrator. There will be no objection if the arbitrator so appointed is an employee of TKMGLL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute in reference

11.2 Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory Modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

- 11.5 The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- 11.6 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 11.7 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 11.8 The venue of arbitration is such place as may be fixed by the Arbitrator in his sole Discretion.
- 11.9 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 11.10 For all purposes under this contract, the jurisdiction shall be at. The venue of arbitration shall also be at, unless mutually agreed.
- 12 TKMGLL shall be at liberty to terminate this contract or any order issued in pursuance to this contract without assigning any reason by serving 30 days written notice to the contractor. In such an event the contractor shall not be entitled for any compensation from TKMGLL.
- 13 Indemnity - The Contractor shall indemnify and hold harmless TKMGLL, from any claim, demand, cause of action, loss, expenses or liability on account of injury or death of persons (including the employees of the TKMGLL/Contractor/Sub Contractor).
- 14 Obligations of contractor / vendor prior to work commencement: All contractual vendor employees to have Police antecedent verification and vendor to submit such verification to security office prior to commencing work in our area. The port will be governed by ISPS code in all security related issues and all contractual labour will be issued with pass only after Police antecedent verification has been submitted. Without issue of pass no vendor employees will be permitted inside HDC jurisdiction area. The contractor has to give self-certification that no criminal proceeding has been ever initiated against him and he has not been arrested by Police on that account.
- 15 The contractor has to certify that he / any of his employees working for /TKMGLL has never indulged in anti-social or anti national activity. This clause will be made primary ground for screening vendor. The vendor has to pledge that they will never indulge in anti-company activity. Indulging in anti-company activity will lead to cancellation of contract.
- 16 The contractor has to maintain a file with photographs and details of all manpower who will be part of this contract.
- 17 The contract employee's movement will be restricted to assigned work area. Moving to other area by employees within premises without any reason will lead to cancellation of the contract.
- 18 By virtue of operating in area, vendor personnel are bound to be privy of certain information about the company. The vendor has to take reasonable security precautions to keep all such information confidential. They will not disclose, reproduce, summarize or distribute information in any form. Violation of this clause will lead to cancellation of the contract.
- 19 Nothing herein contained shall be deemed to constitute any privity between TKMGLL and the workers engaged by the contractor. The contractor shall pay his workers the rates of wages, published by the Government from time to time.
- 20 It is clearly understood that any breach of the terms of this contract by the contractor or misappropriation of company's property would be clearly understood as an act of criminal breach of trust committed by the contractor within the meaning of Section 409 of the Indian Penal Code and any of the cognate sections of IPC and also it would clearly mean an act of dishonesty, misappropriation of our property. It is further clearly understood that Courts of will have jurisdiction to enquire into offence under Section 409 of the IPC and cognate section to Section 408 of the IPC.
- 21 Time As Essence of Contract The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.
22. Force Majeure  
Shall mean and be limited to the following: a) War/hostilities b) Riot or Civil commotion c) Earthquake, flood, tempest, lightening or other natural physical disaster d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Contractor
23. The Contractor shall advise TKMGLL in writing the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, TKMGLL reserves the right to cancel the Contract
24. For delays arising out of Force Majeure, the Contractor shall not claim extension in completion
25. The Contractor shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.
26. In the event of any force majeure cause, the Contractor or TKMGLL shall not be liable for delays

## 29. Unsatisfactory/Delayed Performance &amp; Consequences thereof

29.1 The contractor shall work in close consultation with and as per guidance and direction of Chief/Head/Sr. Manager/ Manager and nominated TKMGLL official by .

29.2 In addition, in the event of unsatisfactory service or any failure at any time on the part of contractor to comply with the terms and provisions of this contract to the satisfaction of TKMGLL (who shall be the sole judge and whose decision shall be final.) The contractor shall be liable to be fined as per law or deemed fit as applicable on every single occasion on the sole discretion of the nominated TKMGLL official.

29.3 The contractor shall at all times ensure that his performance is satisfactory, falling which TKMGLL shall be at the liberty to get the affected work done through any other agency, at the risk and cost of the contractor. In such cases TKMGLL shall be at the liberty to carry on the work under this agreement through any other agency and all expenses incurred on this account shall be at the sole risk and responsibility of the contractor and shall be recovered from any money due to him or from his security deposit.

29.4 In the event of contractor's not performing the requisite services, TKMGLL shall be at liberty to carry on work under this agreement through any other agency directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of contractor and shall be recovered from any money due to him or from his security deposit referred to in this agreement.

29.5 Furthermore in case of repeated failures/unsatisfactory performance on part of contractor, it shall be open for TKMGLL to give a show cause notice to the contractor for replying for such failures/unsatisfactory performance within 10 days and in case of TKMGLL being not satisfied with the reply of the contractor the contract can be terminated immediately. In the event of such termination of the contract, TKMGLL shall be entitled to (i) forfeit the security deposit as it may consider fit, (ii) get the balance work done at the risk and cost of the contractor by making an alternative arrangement as deemed necessary and (iii) recover from the contractor any extra expenditure incurred by TKMGLL in getting the work done and damages which TKMGLL may sustain as a consequence of such action.

29.6 If the extra expenditure incurred is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the security deposit may be recovered by deducting the said amount from any pending bills of the contractor by TKMGLL under this or any other of his contract with TKMGLL anywhere in India or otherwise. The contractor shall have no claim whatsoever against TKMGLL in consequence of the termination of contract as stated above.

## 30 Unsatisfactory/Delayed Performance &amp; Consequences thereof

30.1 The vendor shall work in close consultation with and as per guidance and direction of Chief/Head/Sr. Manager/ Manager and nominated TKMGLL official by Chief (Port Operations)-Haldia.

30.2 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the purchase order shall be deemed to be the essence of the purchase order. If the vendor fails to complete the work within the timelines, then TKMGLL without prejudice to its rights under the purchase order shall have the option either to reduce the price as applicable or as deemed fit or to cancel the purchase order and appoint another vendor of its choice.

30.3 If the vendor fails to fulfill the term and conditions of the purchase order, then TKMGLL shall have the right to engage another vendor for execution/completion of the purchase order and recover from the vendor all charges/expenses/losses/damages suffered by TKMGLL, at the risk and cost of the vendor after giving 15 days# notice to the vendor. This will be without prejudice to the rights of TKMGLL for any other action including termination.

30.4 In the event the vendor commits a material breach of its obligations or the performance is unsatisfactory, under this purchase order and such breach or performance is not cured within thirty (30) days of receipt of the notice in this regard; then TKMGLL shall be entitled to terminate the purchase order forthwith on the expiry of the thirty (30) days# notice period. In the event of termination by TKMGLL pursuant to this clause, TKMGLL shall be entitled to (i) forfeit the security deposit as it may consider fit, get the balance work done at the risk and cost of the vendor by and (iii) recover from the vendor any extra expenditure incurred by TKMGLL in getting the work done and damages which TKMGLL may sustain as a consequence of such action. This right is without prejudice to other rights and remedies available to the vendor.

30.5 In addition, in the event of unsatisfactory service or any failure at any time on the part of vendor to comply with the terms and provisions of this purchase order to the satisfaction of TKMGLL (who shall be the sole judge and whose decision shall be final.) The vendor shall be liable to be fined up to Rs. 500/- (Rupees Five hundred only) on every single occasion on the sole discretion of the nominated TKMGLL official.

## 31 Confidential Information

During the tenure of the purchase order & thereafter, any information and data exchanged in any form furnished by TKMGLL or HDC to vendor or its personnel shall be treated as strictly confidential and

tangible /intangible property, personal injury or death caused for any reason from or during or be alleged to be caused by Vendor#s operations.

32.4 The foregoing remedies are in addition to other remedies set forth in this purchase order or otherwise available to TKMGLL in accordance with applicable Law.

33.5 Notwithstanding anything contained herein, in no event both the parties shall be liable for indirect losses.

34 Relationship between the parties

This purchase order is not intended to create, and shall not be construed as creating, between parties, the relationship of principal and agent, joint venture#s, co-partners, or any other such relationship, the existence of which is expressly denied. No employee or agent engaged by vendor shall be, or shall be deemed to be, an employee or agent of TKMGLL or HDC and shall not be entitled to any benefits that TKMGLL or HDC provides to its own employees.

ANNEXURE FOR LABOUR COMPLIANCES FOR JOB WORK / LABOUR & MANPOWER CONTRACT.

1.0 Statutory registrations and clearances

Pre-Requisites Contractor shall commence the work only after obtaining the following:

1.1) Labour License.

1.2) Provident fund code Allotment

1.3) ESI code Allotment

1.4) Registration under S&E or BoCW

1.5) Notice of commencement against Work Orders

2.0 Contractor shall ensure following while executing contract.

2.1) Employment card as per Contract Labour Rules.

2.2) Appointment letter to his employees.

2.3) Annual leave with wages including National & Festival Holidays

2.4) Maintenance of Leave record register for encashment details

2.5) Shall engage only adult workers who have attained the age of 18.

2.6) Work to be done shift wise, overtime, Sundays or on other declared holidays with written permission.

2.7) Obtain insurance cover for his employees/equipment, tools etc. & third party insurance coverage at his own cost.

2.8) Submit challans of PF & ESI contributions every month.

2.9) Provide Personal protective equipment for his employees.

2.10) Distribute wage slip each month to his employees prior to wage disbursement.

2.11) Ensure payment as per Minimum Wages or Agreed rates of wages.

2.12) preferably uniform to workmen where ever applicable

3.0 Appointment and termination of workers by contractor

3.1 Contractor shall make appointment of his/ her Employees only for a specific period and same shall be recorded in employment card. Appointment letter should clearly state that the services shall stand terminated on expiry of contract period or completion of the work

3.2 Contractor shall have the sole discretion to decide on employing, rewarding or terminating the services etc. of his employees. However, his employees must possess such qualifications, experience, age requirement and medical and physical standards as required for the work awarded to the contractor.

3.3 In case of termination of services of any employee of contractor, the contractor will ensure that wage payment and other dues to his employee is made within 48 hours of termination of services of such employee. While termination of the services of any of his employee, the contractor will discharge all formalities as per applicable Labour Laws.

4.0 Leave with wages

4.1 Contractor shall allow Annual leave with wages as applicable time to time.

4.2 One-day leave for every 20 days of work performed during preceding calendar year after completing 240 days

4.3 Un-availed leave cannot be carry forward and necessary encashment should be done at the end of Calendar Year.

4.4 In addition, CL, SL & NFH will be granted as per state specific rules.

5.0 Attendance Card

5.1 Contractor has to provide attendance card to his employee who will obtain endorsement of time of arrival at the work place and time of leaving the work place. The contractor shall maintain Attendance card which will be retained by his employee and will be handed over to the contractor after the end of each wage month.

5.2 Contractor shall provide to each of his employee an identification card which shall have his photograph verified by contractor, his name, place of work and name of the contractor.

6.0 Statutory obligations

6.1 Contractor shall engage only adult workers who have attained the age of 18 years and female workers shall not be employed between 7 PM to 6 Am on all days including Sundays and Holidays.

6.2 Contractor shall observe local laws. As far as possible unskilled workers shall be engaged from the local areas only in which work is being executed.

- 6.4 Contractor shall observe Provisions of the Factories Act/ S&E Act with respect to working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done for overtime, Sundays or on other declared holidays without written permission.
- 6.5 In case a contractor employs women as his employee, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- 6.6 Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Payment of Gratuity Act, will be the sole responsibility of the contractor. The re-imbusement will only consider after due diligence by Principal Employer.
- 7.0 PF & ESI Contributions & Returns
- 7.1 Contractor shall remit Provident fund contribution of employee#s together with Employer#s within 15 days in succeeding month. Present rate of employer share of PF is 13% and employee share is 12%.
- 7.2 Contractor shall remit ESI contributions of employee#s together with employer#s within 15 days of the last day of the calendar month in which the contribution falls due. Present rate of employer share for ESI is 3.25% and employee is 0.75%
- 7.3 Contractor shall submit a copy of latest PF& ESI challans for having deposited for PF & ESI contributions every month.
- 7.5 Contractor shall fully comply all other formalities as per the PF & ESI statutory provisions and submit a copy of the same for replying to statutory authorities in case of any complaint/ Enforcement.
- 8.0 Medical care in case of accident
- 8.1 It is the responsibility of contractor to undertake necessary care and make arrangement for transportation and the treatment of his employee at ESI Hospital. TKMGLL is authorized to deduct the medical expenses from the bills of the Contractor if they facilitate the same in case of emergency.
- 8.2 Contractor should assist and guide his employees for claiming lawful benefits from ESI.
- 9.0 For Supervision purpose, Contractor shall employ adequate number of competent and qualified supervisors to control his employee at the work spot during execution of work for effective supervision. They will also identify their employee and regulate entry at gate at the time of entering and leaving the work premise. Name and address of the Supervisor shall be submitted to the concerned department by the contractor.
- 10.0 Payment of wages
- 10.1 Payment shall be made by the contractor to his employees as per their category & nature of work, which shall not be less than the rates declared from time to time under Wage Code
- 10.2 Over and above the daily wage rate, payment shall be made for leave with wages on yearly basis
- 10.3 Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized representative with necessary transaction details.
- 10.4 Contractor shall distribute wage slip to his employee one day before the last day of the month.
- 10.5 Contractor shall furnish a copy of the Wage Bills after disbursement of wage to his employee duly witnessed by the nominated representative of the contract operating representative. The contractor must note that this copy will be used by TKMGLL to make payment of wages for the subsequent month in the event of failure on the part of contractor.
- 11.0 Safety and disciplinary action
- 11.1 Contractor shall ensure that his employee does not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor through PE supervision. Contractor shall fully indemnify TKMGLL against any claim for damages for injury to person or property resulting from such accidents.
- 11.2 Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
- 11.3 Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of Officer working on behalf of PE.
- 11.4 The contractor has to provide a distinct uniform different from TKMGLL employees. Their Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- 11.5 Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
- 11.6 Contractor shall fully comply provisions of various applicable labour laws.
- 12.0 Records & information to be furnished by contractor
- 12.1 Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
- 12.2 Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.
- 12.3 Contractor shall provide information as required in respect of all of his employees employed by

## 13.0 Security deposit &amp; Indemnity Bond

13.1 Contractor shall make Security Deposit to use this security amount to discharge any legal obligations otherwise cast on the contractor under the Contract Labour (Regulations and Abolition) Act, The Factories Act, Workmen Compensation Act, The Minimum Wages Act, The Payment of Wages Act, or any other law for the time being in force. Security money shall remain up to 3 months after termination/ completion of contract. No interest shall be payable on such Security deposit.

13.2 Notwithstanding the above, in case of any financial loss incurred by company on account of contravention of Provident fund, ESI, Minimum Wages Act or any other act, rule and regulations the contractor shall be responsible to make good the loss incurred by the company.

13.3 The contractor will not engage any sub-contractor without a specific permission in writing and where so permitted he will furnish an Indemnity Bond. Indemnifying the TKMGLL from any actions of his sub-contractor(s) which may be involving extra financial liabilities.

14.0 Abandoning the work In the event of contractor abandoning the work or TKMGLL revoking the contract, TKMGLL shall deserve the right to get the unfinished work completed at the contractor's risk and cost.

15.0 Termination of Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.

## 16.0 Compliance of Statutory provisions

16.1 Contractor shall fully comply provisions of the following enactments and other enactments as applicable for such contracts.

# Contract Labour (R&A) Act 1970

# Code on Wages 2019

# Employees State Insurance Act 1948

# Employees Provident Fund Act 1952

# Maternity Benefit Act 1961.

## GUIDE LINES IN CASE OF ACCIDENT

## A) Steps to be followed

1) Locate the contractor & also inform Labour Office with the full details of the injured person and accident.

2) Take the injured person immediately hospital for first aid to ESI or any nearby hospital.

3) The contractor should report the accident to Authorities within prescribed time limit.

4) After First aid treatment, the contractor should immediately take his employee for further treatment & admission at ESI Hospital, if required.

19.02.2026

**ANNEXURE-VII INSTRUCTIONS TO CONTRACTOR FOR STATUTORY COMPLIANCES  
FOR JOB / WORK / LABOUR CONTRACT (Ref:- 10/99/PER(Fy)CLC)****1.0 Statutory registrations and clearances**

Pre-Requisites Contractor shall commence the work only after obtaining the following:

- 1.1) Labour Licence.
- 1.2) Provident fund code allotment.
- 1.3) ESI code allotment.
- 1.4) Registration under S&E or BoWC.
- 1.5) Notice of commencement against work orders.

**2.0 Contractor shall ensure following while executing contract.**

- 2.1) Employment card as per contractual labour rules.
- 2.2) Appointment letter to his employees.
- 2.3) Annual leave with wages including EL, CL, National Holiday & Festival holiday.
- 2.4) Leave record register for encashment details.
- 2.5) Shall engage only adult workers who have attained the age of 18.
- 2.6) Work to be done on shift wise, overtime, Sundays or on other declared holidays with written permission.
- 2.7) Obtain insurance cover for his employees/equipment, tools etc. & third party insurance coverage at his own cost.
- 2.8) Submit challans of PF & ESI contributions every month.
- 2.9) Provide Personal protective equipments for his employees.
- 2.10) Distribute wage slip each month to his employees prior to wage disbursement.
- 2.11) Ensure payment as per minimum wages act or agreed rates of wages.
- 2.12) Preferably Uniform to workman wherever applicable.
- 2.13) Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

**3.0 Appointment and termination of workers by contractor**

- 3.1 Contractor shall make appointment of his/her employees only for a specific period and same shall be recorded in employment card. Appointment letter should clearly state that the services shall stand terminated on expiry of contract period or completion of the work
- 3.2 Contractor shall have the sole discretion to decide on employing, rewarding or terminating the services etc. of his employees. However, his employees must possess such qualifications, experience, age requirement and medical and physical standards as required for the work awarded to the contractor.
- 3.3 In case of termination of services of any employee of contractor, the contractor will ensure that wage payment and other dues to his employee is made within 48 hours of termination of services of such employee. While termination of the services of any of his employee, the contractor will discharge all formalities as per applicable labour laws.

**4.0 Leave with wages**

- 4.1 Contractor shall allow Annual leave with wages as applicable time to time.
- 4.2 One-day leave for every 20 days of work performed during preceding calendar year after completing 240 days of service in preceding calendar year.
- 4.3 Un-availed leave can't be carry forward to next Calendar year but necessary encashment should be done at the end of calendar year.
- 4.4 In addition, CL, SL, NFH will be granted as per state specific rules.

**5.0 Attendance Card**

- 5.1 Contractor has to provide attendance card to his employee who will obtain endorsement of time of arrival at the work place and time of leaving the work place. The contractor shall maintain Attendance card which will be retained by his employee and will be handed over to the contractor after the end of each wage month.
- 5.2 Contractor shall provide to each of his employee an identification card which shall have his photograph verified by contractor, his name, place of work and name of the contractor.

## 6.0 Statutory obligations

- 6.1 Contractor shall engage only adult workers who have attained the age of 18 years and female workers shall not be employed between 7 PM to 6 Am on all days including Sundays and Holidays.
- 6.2 Contractor shall observe local laws. As far as possible unskilled workers shall be engaged from the local areas only in which work is being executed.
- 6.3 Contractor shall not employ any inter-state migrant workmen as defined in the Inter-State Migrant Workmen Act in the establishment except by prior permission of the Principal Employer.
- 6.4 Contractor shall observe Provisions of the Factories Act/ S&E with respect to working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done for shift wise, overtime, Sundays or on other declared holidays without written permission.
- 6.5 In case a contractor employs women as his employee, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of creche facility, grant of maternity leave as per rules etc.
- 6.6 Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, will be the sole responsibility of the contractor. The re-imbusement will only consider after due diligence by Principal Employer.

## 7.0 PF & ESI Contribution & Returns

- 7.1 Contractor shall remit Provident fund contribution of employee#s together with Employer#s within 15 days in the succeeding month. Present rate of employer share of PF is 13% and employee share is 12%.
- 7.2 Contractor shall remit ESI contributions of employee#s together with employer#s within 15 days of the last day of the calendar month in which the contribution falls due. Present rate of employer share is ESI 3.25% and employee is 0.75%
- 7.3 Contractor shall submit a copy of latest PF& ESI challans for having deposited for PF & ESI contributions every month.
- 7.4 Contractor shall fully comply all other formalities as per the PF & ESI statutory provisions and submit a copy of the same for replying to Statutory authorities in case of any complaints/enforcement.

## 8.0 Medical care in case of accident

- 8.1 It is the responsibility of contractor to undertake necessary care and make arrangement for transportation and the treatment of his employee at ESI Hospital. TKMGLL is authorized to deduct the medical expenses from the bills of the contractor if they facilitate the same incase of emergency.
- 8.2 Contractor should assist and guide his employees for claiming lawful benefits from ESI.
- 9.0 For Supervision purpose Contractor shall employ adequate number of competent and qualified supervisors to supervise and control his employee at the work spot during execution of work for effective supervision. They will also identify their employee and regulate entry at gate at the time of entering and leaving the work premises. Name and address of the Supervisor shall be submitted to the concerned department by the contractor.

## 10.0 Payment of wages

- 10.1 Payment shall be made by the contractor to his employees as per their category & nature of work, which shall not be less than the rates declared from time to time under Minimum Wages Code.
- 10.2 Over and above the daily wage rate, payment shall be made for leave with wages on yearly basis.
- 10.3 Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative with necessary transactions.
- 10.4 Contractor shall distribute wage slip to his employee one day before the last day of the month.
- 10.5 Contractor shall furnish a copy of the Wage Bills after disbursement of wage to his employee duly witnessed by the nominated representative of the contract operating representative. The contractor must note that this copy will be used by TKMGLL to make payment of wages for the subsequent month in the event of failure on the part of contractor.

## 11.0 Safety and disciplinary action

- 11.1 Contractor shall ensure that his employee does not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor. Contractor shall fully indemnify TKMGLL against any claim for damages for injury to person or property resulting from such accidents.

- 11.3 Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of officer working on behalf of PE.
- 11.4 The contractor has to provide a distinct uniform different from TKMGLL employees. Their Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- 11.5 Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
- 11.6 Contractor shall fully comply provisions of various applicable labour laws.
- 12.0 Records & information to be furnished by contractor
- 12.1 Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
- 12.2 Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.
- 12.3 Contractor shall provide information as required in respect of all of his employees employed by him to enable the Contract operating office to monitor compliance of wages and P.F./ESI.
- 12.4 Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.
- 13.0 Security deposit & Indemnity Bond
- 13.1 Contractor shall make Security Deposit to use this security amount to discharge any legal obligations otherwise cast on the contractor under the Contract Labour (Regulations and Abolition) Act, The Factories Act, Workmen Compensation Act, The Minimum Wages Act, The Payment of Wages Act, or any other law for the time being in force. Security money shall remain upto 3 months after termination/ completion of contract. No interest shall be payable on such Security deposit.
- 13.2 Notwithstanding the above, in case of any financial loss incurred by company on account of contravention of Provident fund, ESI, Minimum Wages Act or any other act, rule and regulations the contractor shall be responsible to make good the loss incurred by the company.
- 13.3 The contractor will not engage any sub-contractor without a specific permission in writing and where so permitted he will furnish an Indemnity Bond. Indemnifying the TKMGLL from any actions of his sub-contractor(s) which may be involving extra financial liabilities.
- 14.0 Abandoning the work In the event of contractor abandoning the work orTKMGLL revoking the contract, BHEL shall deserve the right to get the unfinished work completed at the contractor's risk and cost.
- 15.0 Termination of Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
- 16.0 Compliance of Statutory provisions
- 16.1 Contractor shall fully comply provisions of the following enactments and other enactments as applicable for such contracts.
- # Contract Labour (R&A) Act 1970 and rules 1971.
  - # Payment of Wages Act. ( Codes on wages 2019)
  - # Employees State Insurance Act 1948, Rules and Regulations 1950.
  - # Employees Provident Fund Act 1952 and Pension Scheme 1995.
  - # Workmen's Compensation Act 1923.
  - # Maternity Benefit Act 1961.

## GUIDE LINES IN CASE OF ACCIDENT

## A) Steps to be followed

- 1) Locate the contractor & also inform labour office with the full details of the injured person and accident.
- 2) Take the injured person immediately hospital for first aid to ESI Hospital or any near by hospital.
- 3) The contractor should report the accident to authorities with in prescribed time limit
- 4) Contractor should inform the concern deptt. & contract labour cell in case where absence is more than 48 hours.
- 5) Contractor should inform the date of joining to the CLC for informing the statutory authority.



	<p>2. In case of emergency, mobile phones can be used at designated place. Vendors are required to identify the safe zones for mobile usage by workers in the vicinity of their work site.</p> <p>Supervisor can carry a</p>	<p>10. Driving vehicle 11. Walking on the Zebra Crossing 12. Walking in the Parking area 13. Listening to music on mobile phone using earphone when not in authorised rest area 14. Any other site specific activity/operation notified by the BU</p>
1c.	<p>Driving or Working under the influence of alcohol inside the plant CM</p>	<p>1. Contractor 's/ Transporter's/ Supplier's employee working or moving in alcoholic condition inside the plants 2. Driving vehicle in alcoholic condition inside the premises 3. Possession of alcohol or banned drugs</p>
1d.	<p>Any other site-specific Fatality/ Serious injury potential unsafe act/ behaviour notified by the Division/ Profit Centre/ Project Site</p>	<p>Contractor's/ Transporter 's/ Supplier's employee found not following specific to site or operational area wise safety norms notified</p>
2.	<p>Non compliances of Road safety/Workplace safety</p>	<p>Road Safety (Major):</p> <ol style="list-style-type: none"> <li>1. Vehicle dashing to any person or collision to any other vehicle causing serious injury or property damage</li> <li>2. Persons sitting in material body or inside cabin without proper permission</li> <li>3. Upkeep of vehicles and maintaining safety features of vehicles like failsafe break, three-piece mirror, rear view camera, wiper etc.</li> <li>4. Wrong over taking</li> <li>5. Vehicle moving in restricted road or wrong direction in one way</li> <li>6. Not wearing seat belt</li> <li>7. Vehicle forcibly entering the manned or unmanned level crossing despite signals</li> <li>8. Heavy vehicle movement in non-specified time</li> <li>9. Driving without valid driving license and training certificate not available with flagman.</li> <li>10. Repeated road safety violations (3 times and more within 12 months)</li> <li>11. Vehicle dashing and damaging any structure</li> <li>12. Driver absconding after any road incident</li> <li>13. Any spillage on the road and potential to lead major incident</li> <li>14. Any major noncompliance identified during Road/Rail Safety audit by safety professionals / line managers</li> </ol> <p>Workplace Safety (Major):</p> <ol style="list-style-type: none"> <li>1. All contractor persons must have valid gate pass/safety training card as applicable issued by TMJLL or institutions authorized by TMILL (working at height, mobile equipment/ crane operation etc.)</li> <li>2. Work site not in order during the job or after completion of the job</li> <li>3. Contractor 's/ Transporter's/ Supplier's employee found working with different vendor without authorization from parent vendor and TMILL</li> <li>4. Contractor's/ Transporter's/ Supplier's employee hiding the incidence occurred inside the operational area.</li> <li>5. Contractor's/ Transporter 's/ Supplier's employee starting</li> </ol>

		<p>confined space humid or wet area.</p> <p>9. Contractor's/ Transporter's/ Supplier's employee found stacking of material in unsafe manner at storage area/working area.</p> <p>10. Contractor's/ Transporter's/ Supplier's employee working at height without using double harness safety belt</p> <p>11. Contractor's/ Transporter's/ Supplier's employee left the loose materials and equipment's at the site after completion of the job</p> <p>12. Contractor's/ Transporter's/ Supplier's employee found violating general guidelines of standard tools &amp;tackles</p>
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