



**Indian Institute of Technology Kanpur
Director's Office**

DIR/IITK/2007/89
September 16, 2007

Office Order

In the recent past there have been several concerns expressed on the issue of welfare of the Contract Labour engaged and supervised by the contractors who have been entrusted with the contracts by the Institute.

The undersigned alongwith the concerned team of Institute officials visited several sites and held / conducted several interactive sessions with the contract labour, contractors, faculty members, officers and other stakeholders.

Based on the wider level deliberations, the Institute wishes to reiterate its stand on the policy issues related to contract work-force duly stressing the welfare and the statutory obligations. A detailed document with operational procedures in this regard vide **Annexure I** is attached along with this office order. Further, the following guidelines are reiterated for strict compliance by the contractors and all the concerned in the Institute in a time bound manner. All the Institute administrators shall strictly ensure implementation and compliance of these statutory provisions by the contractors / concerned incumbents without fail.

- 1) **The Government of India's guidelines and the statutory provisions** for protection of the interests of the contract workforce engaged and supervised by the contractors of the projects / work assignments shall be followed in toto by the contractors without any deviation. A synopsis of the statutory provisions for the information of the IWD, Institute's administrators, contractors and all others concerned as **Annexure -II**.
- 2) An **undertaking** to the effect that all statutory compliance will be ensured by the contractors shall be submitted by them by September 30, 2007. A compliance report shall be submitted by all the administrators, Superintending Engineer IWD/DOSA/Registrar on completion of the exercise by October 5, 2007.
- 3) The entire work-force engaged and supervised by the contractors shall be ensured of **payment of Minimum Wages** as applicable as per the statutory provisions from time to time. The payment of wages shall be made in the presence of representatives of the MWMC of the institute. (The details of the processes adopted are provided in **Annexure I**) Any deviation by the contractor shall be

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viewed seriously and necessary penal clauses shall be invoked as per the Law and the agreement. At every major work-spot the rates of minimum wages in force shall be displayed invariably.

- 4) **The contractor shall issue the multipurpose employment cum attendance card on monthly basis** to all the workers employed by him/her and shall maintain the records as per the statutory provisions. Details in this regard are provided in **Annexure I**. All the contractors should comply with this order at the earliest but not later than September 30, 2007. A compliance report be submitted by all the Administrators, SE, IWD/ DOSA/Registrar by October 15, 2007.
- 5) Any complaint related to payment or taking the money back after payment **of wages** shall be examined according to the grievance redressal mechanism elaborated in **Annexure I**. Wherever possible, the wages shall be paid by a crossed cheque / bearer cheque payable at SBI/UBI branch at IIT Kanpur or by way of cash in front of the MWMC representative duly obtaining a proper receipt.
- 6) All the contractors who follow the **best practices** as an employer of the work-force shall be given suitable encouragement in all possible manners by the Institute.
- 7) **A suitable canteen** facility should be provided for the benefit of the workers at major work sites as per the statutory provisions.
- 8) **A medical facility** should be made available for the benefit of the workers for consultation for common ailments as per the statutory provisions. The contractor shall ensure that a first aid kit is readily available at the work site at all times. At the work-spot the information about the nearby hospitals which are well equipped for emergency treatment shall be displayed prominently.
- 9) All necessary measures shall be initiated to approach the insurance companies so that the contractor (s) obtains a master policy of **insurance against accidental death** or disability of workers while working at the site.
- 10) All work-spot **safety measures** should be ensured by the contractors without any deviation. The contractor shall procure sufficient number of safety/gum shoes, safety gloves, hard cap etc., for the use of the workers wherever required invariably.
- 11) The duty hours should be strictly observed as per the statutory provisions by all the contractors.
- 12) No worker, or the family members, shall be allowed to stay on the campus without proper authorization. Contractors shall declare the names of such workers (and their family members, if any) who wishes to stay back at the work site on the request, and personal risk and liability of the contractor(s) shall have to obtain prior

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permission from the Institute through the administrative in-charge of the project/contract.

Modus operandi:- Many of the above guidelines issued are to be initiated and implemented. For this purpose, sub-committees which are attached as **Annexure III** have been constituted. The member(s)-secretary of the committee(s) are required to submit a report of the implementation by October 15, 2007. These committees shall complete their work by a date not later than October 31, 2007. The entire implementation shall be reviewed by the first fortnight of November 2007.



Sanjay G Dhande
Director

Copy to:

1. Dy Director
2. Registrar
3. All Deans
4. IAC Members
5. SE, EE-I, EE-II, all JEEs of IWD
6. Chairman, COW and all the Warden(s) – in –charge.
7. All Head(s) of departments / Units / Sections
8. Chairman and all members of the MWM Committee
9. Conveners and all members of sub-committees.
10. All the Contractors of the Institute
11. All others concerned
12. Information cell for placing the orders on the website of the Institute.

**Important Rules Governing Contractors and Contract Workers at
IIT Kanpur for Payment of Wages and related Matters**

The purpose of this document is to describe the rules and procedures to be followed by the contractors and their workers who are awarded work at IIT Kanpur. These are based on Contract Labor (Regulation and Abolition) Act, 1970 as laid down by Government of India.

For the purpose of this document, Contractor denotes a person who takes up a contractual work at the institute (either by himself or on behalf of a firm) and includes a subcontractor who is hired by a contractor to do a part of the contractual work; Worker denotes a person employed by Contractor to do the contractual work; Administrator denotes a representative officer/engineer of the section of the institute designated to look after the contractual work.

Records

The following describes the records to be maintained according to the Contract Labour (Regulation and Abolition) Act, 1970, along with the ownership of the records.

1. Register of Workmen Employed by the Contractor: To be maintained by Contractor, and kept at the worksite at all times accessible only when both Contractor and Administrator are present
2. Muster Roll: ownership with Contractor
3. Register of Wages: ownership with Contractor, and kept at the worksite at all times accessible only when both Contractor and Administrator are present
4. Wage Card: ownership with Contractor, and kept at the worksite at all times accessible only when both Contractor and Administrator are present
5. Register of Fines: ownership with Contractor, but any entry to be verified by Administrator, and kept at the worksite at all times accessible only when both Contractor and Administrator are present
6. Register of Deductions for Damages or Loss: ownership with Contractor, but any entry to be verified by Administrator, and kept at the worksite at all times accessible only when both Contractor and Administrator are present
7. Register of Advance: ownership with Contractor, but any entry to be verified by MWMC or its representative (exceptions to petty advance noted later), and kept at the worksite at all times accessible only when both Contractor and Administrator are present
8. Register of Overtime: ownership with Contractor, and kept at the worksite at all times accessible only when both Contractor and Administrator are present
9. All in one Employment Card (with photograph for future contracts and with only thumb impression for existing contracts)/Register of

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Wages/Wage Card/Register of Fines/Register of Deductions for Damage or Loss/Register of Advance/Register of Overtime: ownership with Worker and kept at the worksite at all times accessible only when Administrator is present

Start of Work

1. A document to be prepared and given to Contractor at the time of awarding the contract so that they are aware of our processes. This document basically describes that portion of this document which relates to the obligations of the Contractor.
2. A copy of award letter of a contract should be given to MWMC before the Contractor begins the work.
3. When the work commences and Workers arrive in the institute, the Contractor will maintain prescribed registers as described in section "Records". Further, a numbered "All in One Employment card" will be also be provided and Contractor will fill it out in presence of the Administrator. The photographic identification will be attached with this card; the photographic identification may be removed and re-attached to new cards for long term Workers. The Administrator will ensure that the number identification of the photographic identity card is also entered on the Employment Card. The registers and the employment cards may be purchased from the institute by Contractor.
4. List of Workers employed for more than one week to be put on a notice board by the contractor.
5. The Employment Card will be issued by the Contractor to Workers and they shall be required to deposit it at the worksite in the presence of Administrator each day before leaving the campus.
6. This procedure will be applicable to all Workers – within the ambit of Contract Labour (Regulation and Abolition) Act, 1970 – employed and supervised by contractors and subcontractors. Hence it is imperative that before award of a sub-contract, the Administrator is informed so that all necessary arrangements with respect to Employment Card and the Registers can be ensured.

Wage Payment

1. Wages to the Worker are to be paid by the Contractor at regular intervals and the date of payment must be announced at least 15 days in advance; as far as possible, the wages shall be paid on fixed days of a month.
2. A separate day is to be designated for payment to supervisors, if any, working with Contractor.
3. The payment made must be entered in both Wage Registers, the one with Worker and another with Contractor, along with the necessary signatures.
4. The payment must be made in the presence of a MWMC member, or a representative authorized by the director (MWMC may forward a panel of names of these representatives for consideration of the



director), who will also certify that payment is made in his/her presence. Such a certificate would also be sent to the Administrator.

Exceptions:

- 1) Worker doing aluminum / glass / fixture & fitting / false ceiling work is not covered by above rules since such a worker is paid by Contractor in a different fashion.
- 2) Worker who lays roof slab is typically on the site for a day or two only and the work may finish late. In this case, the Contractor will provide a list of such Workers to the Administrator at the start of work. The MWMC will provide its representative at site for payment of wages.

Advances

1. Payment of advances should generally follow the same procedure as for wage payment.
2. In emergency, Administrator may certify the advance instead of a MWMC Member or its representative.
3. In case Worker from far off places (migrant labour) has been given an advance prior to his/her arrival at the contract site, this information should be entered in the advances register before the Worker starts working. This entry should be made in presence of a MWMC member or its representative. This class of worker may also be receiving petty advances. In that case, petty advances of value less than Rs. Hundred can be recorded in the Employment Card and the register for advances in the presence of Administrator.

Attendance

1. Attendance is marked daily in the card with the Worker and in the register with the Contractor. It could be more than once in a day depending on the type of work.
2. Typically, attendance is marked twice a day: once at the time of commencement of work, and once when the work gets over. If the commencement time or finishing time is different from designated timings, it must be recorded in the register and the card. This also helps in keeping track of overtime or shortage of work hours.
3. Authorized persons from the institute may make random checks to see if the attendance has been marked correctly and report any discrepancy or malpractices taking place to the suitably authorized person.

Engagement and Disengagement

- 1) The Contractor can hire / not hire any worker for the work.
- 2) Once Worker is hired for a specified period, he/she can be disengaged before the period expires under the following conditions:



- a) The work is over before the expected time period. This is to be certified by Administrator.
- b) Worker behaves in undesirable ways. In this case, the termination must be recommended by the Grievance Committee (see later).

Non-payment by Contractor

1. If Contractor is not able to make payment to Worker on the announced date, he would require written permission from Administrator. The grant of permission must be communicated by the Administrator to MWMC.
2. If Contractor is not able to make payment to Worker without such permission twice in a row, the Administrator will send a letter to appropriate authorities immediately to stop the next payment to the Contractor until he pays the due wages to the Worker(s). A copy of this letter should be marked to MWMC.

Grievance Redress Mechanism

1. Complaints from a Worker or Contractor related to minimum wages will be accepted by MWMC. To resolve the complaint, MWMC will provide its input to the Administrator.
2. If the grievance still remains un-resolved, MWMC will suggest a suitable action to the institute administration.

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Synopsis of the guidelines laid down in Contract Labour Law and statutory promulgations.

- Principal Employer to get his establishment registered under the Act and the Rules.
- Contractors must get Licences.
- Obligation of Principal Employers to provide certain Amenities to Workers:
 - a) Provision of canteens.
 - b) Rest Rooms.
 - c) Drinking water and other facilities.
 - d) First-aid facilities.
 - e) Crèches.
- Obligations of Principal Employers regarding Payment of Wages.
- Prohibition regarding Employment of Female Workers during Certain Hours.
- Duty to maintain prescribed Registers and Records.
- Obligation to Display Abstract of the Act and the Rules.
- Obligation to Display Notices in English, Hindi and Local Language.
- Obligation to submission of half-yearly Returns to Licensing Officer.
- Obligation to issue Service Certificate.
- Note of Caution.
- Liability of Principal Employer in certain cases.
- Penalty for Obstructions.
- Punishment for Contravention of Provisions regarding Employment of Contract Labour.
- Punishment for other Offences.
- Effect of Laws and Agreements inconsistent with this Act.

The Principal Employer/Contractor is required to abide by the following obligations/guidelines towards their workers:-

1. **Principal Employer to get his establishment registered under the Act and the Rules.** It is mandatory on the part of the principal employer to seek registration under section 7 of the Contract Labour (Regulation and Abolition) Act, 1970 giving all the particulars specified therein pertaining to contract labour. The effect of non-registration of the establishment or the revocation of the registration certificate is that the principal employer cannot employ contract labour in the establishment and violation thereof is made punishable under sections 23, 24 and 25 of the Act. .
2. **Contractors must get licences.** It is obligatory on the part of the every contractor not to undertake or execute any work through contract labour without obtaining a valid licence from the licencing officer. Undertaking or executing any work through contract labour

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without obtaining a licence is a continuous offence punishable until he obtains a licence.

3. **Obligation of Principal Employers to provide certain Amenities to Workers.** Sections 16, 17, 18 and 19 of the Act and the Rules made there under cast obligations on an employer to provide certain amenities for ensuring the health and welfare of the contract labour. The amenities have to be provided for the dignity of human labour and are in public interest. The amenities that are required to be provided to the contract labour are given below:

a) **Provisions of Rest room:** In every place wherein contract labour is required to halt at night in connection with the working of the establishment to which the Act applies and in which employment of contract labour is likely to continue for three months or more the contractor shall provide and maintain rest-rooms or other suitable alternative accommodation within fifteen days of the coming into force of the rules in the case of existing establishment, and within fifteen days of the commencement of the employment of contract labour in new establishments. If the amenity is not provided by the contractor within the period prescribed, the principal employer shall provide the same within a period of fifteen day of the expiry of the period laid down in the said sub-rule. The Act further requires making provision of the following in the rest rooms:-

- separate rooms shall be provided for women employees.
- effective and suitable provision shall be made in every room for securing and maintaining adequate ventilation by the circulation of fresh air and there shall also be provided and maintained sufficient and suitable natural or artificial lighting.
- the rest-room or rooms or other suitable alternative accommodation shall be so constructed as to afford adequate protection against heat, wind, rain and shall have smooth hard and impervious floor surface.
- the rest-room or other suitable alternative accommodation shall be at a convenient distance from the establishment and shall have adequate supply of wholesome drinking water.

b) **Provisions of Canteens & Drinking water facilities.** In every establishment wherein work regarding the employment of contract labour is likely to continue for six months and labour numbering one hundred or more are ordinarily employed an adequate canteen shall be provided by the contractor for the use of such contract labour within sixty days of the date of coming into force of the rules in the case of the existing establishments and within sixty days of the commencement of contract labour. If the contractor fails to provide the canteen within the time laid down the same shall be provided by the principle employer within sixty days of the



expiry of the time allowed to the contractor. The canteen shall be maintained by the contractor or principal employer; as the case may be, in an efficient manner with the following facilities:-

- the canteen shall consist of at least a dining hall; kitchen, store room, pantry and washing places separately for workers and for utensils.
 - the canteen shall be sufficiently lighted at all times when any person has access to it.
 - the floor shall be made of smooth and impervious material and inside walls shall be lime-washed or colour-washed at least once in each year.
 - the precincts of the canteen shall be maintained in a clean and sanitary condition.
 - suitable arrangements shall be made for the collection and disposal of garbage.
 - the foodstuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
 - the charges for foodstuffs, beverages and any other items served in the canteen shall be based on "no-profit, no loss" and shall be conspicuously displayed in the canteen.
 - in arriving at the prices of foodstuffs and other articles served in the canteen the following items shall not be taken into consideration as expenditure, namely:
 - the rent for the land and buildings;
 - the depreciation and maintenance charges for the building and equipment provided for in the canteen;
 - the cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils;
 - the water charges and other charges incurred for lighting and ventilation;
 - the interest on the maintenance of amounts spent on the provision and maintenance of furniture and equipment provided for canteen.
 - the books of accounts and registers and other documents used in connection with the running of the canteen shall be produced on demand to an inspector. The account pertaining to the canteen shall be audited once every twelve months by registered accountants and auditors. Provided that the Chief Labour Commissioner (general) may approve of any other person to audit the accounts, if he is satisfied that it is not feasible to appoint a registered accountant and auditor view of the site or the location of the canteen.
- c) **Latrines and urinals**— The latrines and urinals shall be conveniently situated and accessible to workers at the establishment. Latrines shall be provided in every establishment on the following scale, namely:



- where females are employed, there shall be at least one latrine for every 25 females.
 - where males are employed, there shall- be at least one latrine for every 25 males.
 - every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
 - there shall be at least one urinal for male workers up to 50 and one for female workers up to 50 employed at a time.
 - water shall be provided by the means of tap -or otherwise so as to be conveniently, accessible in or near the latrine and urinal.
- d) **Washing facilities.** In every establishment coming within the scope of the Act adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein. Separate and adequate screening facilities shall be provided for the use of male and female workers. Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.
- e) **First aid facilities.** This facility shall be provided and maintained, so as to be readily accessible during all working hours first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the establishment. A person in charge of the first-aid box shall be a person trained in first-aid box treatment. The first-aid box shall be distinctly marked with a red cross on a white ground and shall contain the following equipment namely for the employees not exceeding the 50 in numbers:
- 6 small sterilized dressings.
 - 3 medium size sterilized dressings.
 - 3 large size sterilized dressings.
 - 3 large sterilized burn dressings.
 - 1 (30ml) bottle containing a two percent alcoholic solution of iodine.
 - 1 (30ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - 1 snake-bite lancet.
 - 1 (30 gms) bottle of potassium permanganate crystals.
 - 1 pair scissors.
 - A bottle containing 100 tablets (each of 5 grains) of aspirin.
 - Ointment for burns.
 - A bottle of suitable surgical antiseptic solution.
 - 1 roll of adhesive plaster
- f) **Insurance for Injury to or Death.** The Contractor shall be liable and hold indemnified the Company against any liability, loss, claim or proceedings in respect of personal bodily injury (including death) or the death of any person whom so ever, caused by the carrying out



of the Work or when at site. Without prejudice to his liability to indemnify the Company, Contractor shall maintain such insurance's as are necessary to cover the liability of the Contractor in respect of personal injuries or deaths arising out of or caused by the carrying out of the Work.

g) **Creches.** In every establishment where twenty or more women are ordinarily employed as contract labour, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years, one of which shall be used as a play room and the other as bed room for the children. Apart from the above, the Act also enjoins upon the contractor to provide adequate number of toys and games in the playroom and sufficient number of cots and beddings in the sleeping room. The standard of construction and maintenance of the crèches should be of the following specifications:-

- it must be located within fifty metres of every establishment;
- it must be constructed of heat resistant materials and should be rain proof;
- it must have necessary doors and windows besides provisions of adequate light and ventilation;
- the accommodation in the crèches per child should be at least 20 sq.feet of floor area;
- it must have a shady playground suitably fenced for older children;
- it must provide clean drinking water for the children and the staff, milk for children below two and refreshments for children above two;
- a kitchen with utensils for boiling milk and preparing refreshments must be attached to such a crèche;
- children and the staff must also be provided with suitable uniforms;
- a bathroom adjoining the crèche must contain washing facilities, soap and clean towels;
- every child in the crèche must be provided with a cot, mattress, bed-sheets, blankets and pillow with a cover;
- the person in charge of crèche should be a woman with midwifery qualification and must be assisted by female Ayas;
- working hours of the crèches should correspond to the working hours of the mothers;
- it must have first-aid equipment kept in good condition;
- every child must be medically examined before admission and the weight of the child must be recorded after the monthly medical check-up;
- crèche may be inspected by any of the authorities specified in the Act.

4. **Obligations of Principal Employers regarding Payment of wages.** It is obligatory on the Principal employer to see that the wages of the workers are paid every month on a fixed date and time and on termination of their employment the payment of wages must be made before the expiry of the second working day from the day on which their employment is terminated. Making payment of wages on a working day

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at the site is also obligatory. If the work is completed before the expiry of the wage period, final payment should be made within forty-eight hours of the last working day. Wages due to every worker should be made directly to the worker. The Act enjoins upon the principal employer to ensure the presence of his authorized representative to supervise the payment of wages by the contractor to workmen and it is also the duty of the contractor to ensure the payment of wages in the presence of the authorized representative of the principal employer, who must certify at the end of the entries that the amount shown in such and such column has been paid to the workmen concerned in his presence on such and such date and at such and such time. It is also the responsibility of the principal employer to make payment of wages in case the contractor fails to do so within the prescribed period or makes short payment. The principal employer is, however, at liberty to recover the same from the contractor.

A statutory duty is imposed on the principal employer to make payment to the contract labour and recover the same from the contractor in case the contractor fails to make payment to the contract labour. Therefore, withholding payment of bills in the capacity of principal employer for payment to the contract labour is not subject matter of arbitration even though the contract may contain any arbitration clause.

5. **Duty to maintain prescribed Registers and Records.** The Principal Employer and contractor are to maintain the registers and records as per Section 29 of the Act giving prescribed particulars of contract labour employed, the nature of work performed by the contract labour, the rates of wages paid to the contract labour and such other particulars in the prescribed form and to keep them exhibited in the prescribed manner within the premises of the establishment where the contract labour is employed, prescribed notices containing particulars about the hours of work, nature of duty and such other information prescribed in the rules. The forms, registers and notices prescribed for the purpose are stated hereinafter:
- a) every principal employer to maintain in respect of each registered establishment a register of contractors in Form XII;
 - b) every contractor to maintain in respect of each registered establishment where he employs contract labour a register in Form XIII;
 - c) every contractor to issue an employment card in Form XIV to each worker within three days of employment of the worker and to keep the same up-to-date by making entry of change in particulars therein;
 - d) on termination of employment for any reason whatsoever it is the duty of the contractor to issue to the workman whose services have been terminated, a Service Certificate in Form XV;

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- e) every contractor in respect of each work on which he engages contract labour to maintain-
- a Muster Roll and Register of Wages in Forms XVI and XVII respectively; where, however, the wage-period is a fortnight or less, a combined register of Wage-cum-Muster roll in Form XVII be maintained;
 - a Register of Deduction for damage or loss, Register of Fines and Register of Advances in Forms XX, XXI and XXII respectively.
 - a Register of Overtime in Form XXIII recording therein the number of hours and wages paid for, overtime work, if any; where, however, the wage-period is one week, or more, every contractor to issue wage slips in Form XIX, the workman at least a day prior to the disbursement of wages; and to obtain the signature or thumb impression of the worker concerned against the entries relating to him on the Register of Wages or Muster Roll-cum-Wages Register, as the case may be, and to authenticate such entries and get them certified by the authorized representative of the Principal Employer. Such authorised representative of the Principal Employer is required to record under his signature a certificate at the end of the entries in the Register of Wages or the Register of Wage-cum-Muster Roll, as the case may be, in the following form:-

“Certified that the amount shown in column No.... has been paid to the workman concerned in my presence onat”

6. **Obligation to display abstract of the Act and Rules.** The Contractor to display an abstract of the Act and Rules in English and Hindi and in the language spoken by the majority of the workers in the prescribed form.
7. **Obligation to display notices in English, Hindi and Local language.** The Principal Employer or the contractor, as the case may be, to exhibit notices showing the rates of wages, hours of work, wage periods, dates of payment of wages, names and addresses of the Inspectors having jurisdiction and date of payment of unpaid wages, in English, Hindi and in the local language understood by the majority of the workers in conspicuous places at the establishments.
8. **Prohibition regarding Employment of Female Workers during certain Hours.** The employment of female contract labourers, except the women employed in pithead baths, crèches, canteens, or as nurses and midwives, is prohibited before 6 a.m. and after 7 p.m.
9. **Obligation to Submission of half-yearly Returns to Licensing Officer.** Every contractor is under obligation to send half-yearly return in Form XXIV in duplicate so as to reach the Licensing officer concerned not later than 30 days from the close of the half year. Half Year for this purpose means a period of six months commencing from 1st January and 1st July of every year. In the same way, it is obligatory on every Principal employer of a registered establishment to send

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Annual Return in Form 25 in duplicate so as to reach the registering officer concerned not later than the 15th February following the end of the year to which it relates. In this connection, reference may be made to rule 82 of the Rules.

10. **Obligation to issue Service Certificate.** It is also obligatory on the part of every contractor to issue a Service certificate in Form XV when the work of contract labourer is terminated for any reason whatsoever.
11. **Penalty for Obstructions.** Under the Act, Inspectors are empowered to make any inspection, examination, enquiry or investigation in relation to any establishment to which this Act applies. Section 72 lays down that whoever obstructs an Inspector in the discharge of his duties under the Act or refuses or willfully neglects to afford the Inspector any reasonable facility for making any inspection, examination, inquiry or investigation in relation to an establishment, then such a person is punishable with imprisonment for a term which may extend to three months or with fine which may extend to Rs. 500/- or with both. Contraventions of provisions regarding employment of contract labour shall be punishable with imprisonment for a term which may extend to three months or with fine which may extend to Rs. 100/- for every day. Contraventions of the provisions of the Act or Rules in which no other penalties elsewhere provided, shall be punishable with imprisonment for a term which may extend to three months or with fine which may extend to Rs. 1,000/- or with both.

In additions to abovementioned statutory obligations, the Principal Employer/Contractor is required to strict compliance with the provisions laid down in the following Acts and Statute for labour legislation:-

1. Mini mum Wages Act, 1948, Rules & amendments, The Payment of Wages Act. 1936 & Company's Liability Act.
2. W orkmen Compensation Act. & Apprentices Act 1961.
3. Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules, 1971.
4. Any other Act or enactment relating thereto and rules framed there under from time to time.



- I. Committee to design a form of "undertaking by Contractors and obtaining the signatures of the Contractors":**
- 1) Prof. Deepak Gupta - Convener
 - 2) Shri Sanjeev S Kashalkar, Registrar - Member
 - 3) Shri Niranjana Dass, SE - Member
 - 4) Shri CP Singh, Asst. Registrar (Legal) - Member
 - 5) Shri T Gautam, AE - Member-Secy
- II. Committee for designing and administering of multipurpose Employment-cum-attendance Card.**
- 1) Prof. Manindra Agrawal, HOD, CSE - Convener
 - 2) Shri Rajeev Garg, EE, Dept. of IWD - Member
 - 3) Dr. S Sundar Kumar Iyer, Dept. of EE - Member
 - 4) Shri KN Dakhle, Asst. Registrar, Store - Member
 - 5) Shri Raghvendra Singh, AE - Member-Secy
- III. Committee for implementation of Medical Facilities:**
- 1) Dr. Rahul Varman, IME - Convener
 - 2) Prof. MK Harbola, Ch. HCUC - Member
 - 3) Dr. Nirmal Kumar, CMO - Member
 - 4) Dr. Geeta Pathak - Member
 - 5) Dr. AK Naik, Asst Registrar (Fund) - Member
 - 6) Shri RN Dixit, JE - Member-Secy
- IV. Committee for holding negotiations for implementation of Group Insurance facility.**
- 1) Prof. H Karnick, Dept. of CSE - Convener
 - 2) Dr. Suchitra Mathur, Dept. of HSS - Member
 - 3) Shri RK Sachan, Dy. Registrar (Admin) - Member
 - 4) Shri Avadh Bihari, Asst Registrar (STU) - Member
 - 5) Shri Sudhir Srivastava, AE - Member-Secy
- V. Committee for implementation of canteens & other amenities:**
- 1) Prof. B Rath, Chairman, MWMC - Convener
 - 2) Prof. Shobha Madan, Maths & Stat. - Member
 - 3) Prof. Brahma Deo, Chairman, CEMMC - Member
 - 4) Mr. Niranjana Dass, SE/IWD - Member
 - 5) Shri Arvind Kothari, President Student Gym.- Member
 - 6) Shri RP Singh, AE - Member-Secy
- VI. Committee on assuring Safety & Best practices assurance & display of notices and statutory rules at work sites.**
- 1) Dr. S Sundar Kumar Iyer, Dept. of EE - Convener
 - 2) Shri RK Verma, EE-II - Member
 - 3) Dr. Geeta Pathak - Member
 - 4) Dr. Suchitra Mathur, Dept. of HSS - Member
 - 5) Dr. Shashank Mehta - Member
 - 6) Shri Arvind Kothari, President Student Gym.- Member
 - 7) Shri E Venkatesan, JE - Member-Secy

