

INSTITUTE FOR DEFENCE STUDIES AND ANALYSES
No. 1 Development Enclave, Rao Tula Ram Marg,
Delhi Cantt, New Delhi – 110 010

TERMS AND CONDITIONS OF THE CONTRACT

1. 1. The rates quoted should include the cost of material, manpower, with statutory components i.e EPF,ESIC & Bonus,etc. excluding GST, if any. The rates quoted for the work will be firm for the period of one year. IDSA will not be responsible for any changes of rules and increase in cost of material, during the contract period. **Any increase in minimum wages during the period shall also be kept in mind while bidding.**
2. Quoting less with respect to violation of Minimum wages Act, Contract Labour Act, Govt. of NCT Delhi, Ministry of labour and Employment order and other statutory provisions shall be liable for disqualification. No communication will be entertained in this regard. The EPF, ESIC & Bonus,etc. Minimum wages are mandatory and should be as per the latest notification of Govt. of NCT Delhi.
- (i) The contractor should ensure payment of existing minimum wages as per Minimum wages Act. 1948 as revised from time to time to the staff deployed by him. Non-adhering to the said act will result in cancellation of contract, forfeiture of Performance Bank Guarantee (PBG) and appropriate administrative action.
 - (ii) The amount of EPF, ESI, and Bonus shall be quoted strictly as per prescribed government rates. However, payment for this statutory obligation will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the contractor in the concerned account of the individual deployed by him. The contractor shall also abide by the provisions of Child Labour (Prohibition and Regulation) Act, 1986.
 - (iii) It shall be the responsibility of the contractor to issue employment cards to each member of his staff as per the prescribed format and to maintain the muster roll, wage register and other documents as provided for in Contract Labour Act 1970 and Contract Labour Central Rules, 1971.
 - (iv) The contractor shall arrange for such facilities as provided for in the Contract Labour Act for the welfare and health of the staff members employed for the work.
 - (v) **Responsibility for payment of wages** – The contractor shall ensure payment of wages to their workers through cheque/ECS and also to upload this information on their website and in case the contractor does not have his own website in that case the requisite information be uploaded on the website of the principal Employer i.e IDSA by submitting details on monthly basis as per payment terms.



2.1 **Register and records to be maintained.** Register of Wages cum Muster Roll of persons employed. The details in register will be signed /authenticated by a representative of IDSA.

3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged. Also, equal amount of contribution from employer should be deposited for the current month with the respective PF authorities within 7 days of the next month every time. In any eventuality, if the contractor fails to remit employee/employer's contribution towards PF subscription within the stipulated time, the Institute is entitled to recover the equal amount from the money due to the Contractor under this agreement and deposit the same to the PF authorities.
4. The antecedents of security staff deployed shall be verified by the contractor through local police authority and an undertaking in this regard to be submitted to the Institute and Institute will ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be enclosed. The Contractor has to give an undertaking, regarding payment of wages as per rules and laws in force.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of providing the security services in accordance with the prevailing assignment / instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff IDSA will check in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the designated officials of the Institute.
9. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the effects of the Institute under its control.
10. The security staff shall not accept any gratitude or reward in any shape.
11. The contractor shall have his own establishment /set up/ mechanism/ training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen for training purpose at his own cost to ensure effective and satisfactory performance of his liabilities and responsibilities under the contract.



12. Under the terms of their employment agreement with the Contractor, the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.

13. That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Institute, the said loss shall be claimed from the contractor up to the value of the loss. The decision of the Head of the Department or its representative will be final and binding on the agency.

14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Institute may issue from time to time and which have been mutually agreed upon between the two parties.

15. The Institute shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior approval by the Estate manager.

16. The contractor shall be responsible to maintain all property and equipment of the Institute entrusted to it.

17. The contractor will deploy **three (03) security supervisors (Ex-Servicemen, Para Military personnel) & sixteen (16) guards, shift-wise**, per day, or as required by the Institute. The supervisor shall be required to work as per the instructions of the Estate manager. The number of manpower required is indicative and the actual number may vary.

18. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Officers/Scholars/Staff/Visitors and should project an image of utmost discipline. The Institute shall have the right to remove any personnel in case of Scholar/staff /Visitors complaints or as decided by representative of the Institute if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement at short notice in such cases.

19. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Institute from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Institute for double duties **exceeding 10 % of the total duties, per month.**

20. The Security personnel will have to report to the Institute's security office at least 15 minutes prior to the commencement of shift for handing / taking over, and to complete all other required formalities as approved by the Institute.

21. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws and Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Institute.



22. The payment would be made by the Institute **on monthly basis**, based on the actual shift manned by the personnel supplied by the contractor and on the documentary proof jointly signed by the representative of the Institute and the contractor / his representative / personnel authorized by him. No other claim on whatever account shall be entertained by the Institute. The bills, if found in order in all respects, will be processed for release of payment within ten days after submission of bills.

23. Any damage or loss caused by contractor's personnel to the Institute in whatever form would be recovered from the contractor.

24. The Institute will give basic training / familiarization of the Security and door keeping services required to be done by the personnel deployed by the contractor under the contract for 2 to 3 days and this period will not be counted as shift manned by contractor's personnel for the purpose of payment under the contract.

25. **Penalty:** For convenience various penalties enforceable on breach of contract terms & conditions are summarized below:-

(a) In case any of contractor's personnel deployed under the contract are absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Institute and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same, it will be treated as absence and penalty as mentioned in point 25(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct /misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the Institute immediately.

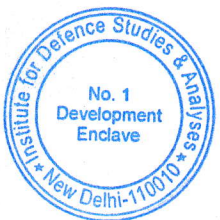
(d) If the contractor fails to commence / execute the contract as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose a suitable penalty like forfeiting the Performance Bank Guarantee.

26. The contractor shall ensure that its personnel shall not at any time, without the consent of the Institute in writing, divulge or make any trust, accounts matter or transaction undertaken or handled by the Institute and shall not disclose to any information about the affairs of the Institute. This clause does not apply to the information, which becomes public knowledge.

27. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.



28. The contractor shall deploy his personnel only after obtaining the Institute's approval duly submitting curriculum vitae (CV) of these personnel. The Institute shall be informed at least one week in advance and contractor shall be required to obtain the approval from the Institute for all such changes along with their CVs.
29. The contractor shall have his own establishment/Setup/Mechanism etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
30. "NOTICE TO PROCEED / OFFER LETTER" means the notice issued by the Institute to the contractor communicating the date on which the work/services under the contract are to be commenced.
31. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Institute.
32. The contract period is one year from the date of the commencement (as mentioned in Notice to Proceed / Offer Letter). The contract may be extended as per the mutual agreement between both the parties.
33. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Institute shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
34. In the event of default in the payment with respect to wages of any person deployed by the contractor during the contract and if a claim is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Institute may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Institute from the contractor.
35. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
36. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
37. The contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.



38. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act and Delhi Works Contract Act (wherever applicable).
39. The Contractor shall not employ any person below the age of 18 yrs. and above 55 yrs. Manpower so engaged shall be trained for providing security services and fire fighting services before joining. Additionally, Institute will also train personnel in batches.
40. The contractor shall provide proof of Ex-Servicemen for the Supervisor's post and Institute shall get verified on its own. Security staff other than ex-servicemen shall be minimum 10th pass and training minimum of five days duration for providing security and fire fighting services.
41. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Institute will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
42. Security staff engaged by the contractor shall not take part in any staff union and association activities.
43. The contractor shall bear all the expenses incurred on the following items i.e. provision of torches with batteries, lathis/ballams, umbrellas, raincoats, stationary for writing duty charts, registers at security check points for recordkeeping as per requirements and other accessories to security staff.
44. The contractor will also provide walkie-talkie to each supervisor on duty and to 15% of total security guards to ensure fast communication between them.
45. The Institute shall not be responsible for providing residential accommodation to any of the employee of the contractor.
46. The Institute shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor.
47. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Institute from the agency.
48. If any underpayment is discovered, the amount shall be duly paid to the agency by the Institute.
49. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Institute etc.
50. **Payment terms:** The selected vendor shall submit the bills alongwith the required certificates of statutory components, **on a monthly basis**. The bills, if found in



order in all respects, will be processed for release of payment within 30 days after receiving of the bills. Bills should consist of following documentary evidence for processing:-

- (i) Complete attendance details with muster rolls as per Labour Act.
- (ii) Proof of payment of wages for the previous month as per the latest Minimum wages notified.
- (iii) ESIC, EPF & bonus payment copy of the previous month/year.
- (iv) GST payment copy of the previous month.
- (v) All payment will be made subject to Tax Deduction at source.
- (vi) Payment details of employee alongwith bank transfer or cheque payment detail. IDSA reserves the right to deduct amount form the bill towards compensation for unsatisfactory service as provided under the contract.
- (vii) Uploading details of workmen employed, wage being paid and other statutory records maintained by employer on his website or IDSA's website by submitting details on monthly basis as per payment terms.

51. The contractor shall disburse the wages to its staff deployed at the Institute by 7th day of every month through ECS or by Cheque.

52. The contractor should have round the clock control room service in Delhi along with quick response teams to deal with emergent situations.

53. **Termination of Contract:** The agreement / work order can be terminated by either party after giving Three month clear notice in writing, failing which the security deposit shall stand forfeited. During the period of such notice, the performance of work shall not hamper and both parties continue to abide by their respective obligations. On termination of the contract for any reason whatsoever, the selected vendor will remove their men and material immediately from the premises of IDSA.

54. **Force Majeure.** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within (01 day) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Work order.

55. **Dispute Resolution.**

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by



the Principal Secretary / Secretary (of the Administrative Department), Government of NCT of Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

56. **Jurisdiction of Court.** The courts at Delhi / New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

