

TERMS AND CONDITIONS

The following terms and conditions will apply to both the parties.

1. The Contract for the said manpower services shall be deemed to have come into force on the 1st day of the month of -----, of the year Two thousand and Thirteen.
2. The second party shall provide the unskilled casual workers as per the service order placed for the purpose. The payment on monthly basis, as per approved rates of Govt. of NCT from time to time to each worker will be made subject to verification of attendance. However, consolidated monthly bill inclusive of Service Tax and all statutory payments to be made by the Second party by the 7th of the following month of the billing month as per details given above. Payment will be made to the second party only after having the recommendation of the officers, with whom such unskilled labour is posted, about their having attended to the allotted work satisfactory during the month. In case a worker absents herself/himself from duties, proportionate payment shall be made keeping in view the days for which the duties were performed. Besides, the Second Party shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period on the substitute shall be responsibility of the Second Party.
3. The services of the unskilled labour should be to the level of satisfaction of the First Party. The Second Party shall be solely responsible for the good conduct of the Unskilled labour and the Second party shall recall immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving written notice from First Party.
4. Unskilled labour during the period of agreement shall be entitled to 3 National Holidays Viz., 26th January, 15th August and 2nd October and other Gazetted holidays on which the office of the First Party remains closed. The personnel may also be called on Saturday, Sunday and other Gazetted Holidays, if required.

5. The Second Party shall be responsible to fulfill all the statutory liabilities under contract Labour (Regulation & Abolition) Act 1970 or Delhi Shops & Establishment Act, 1954. The Second party shall be responsible for deposition of payment of Contribution made towards Provident Fund, Employees State Insurance, Service Tax etc. and bear all other similar financial and statutory liabilities as per provisions of EPF Act, ESIC Act, Minimum wages Act. Contract Labour (Regulation & Abolition Act, 1970 as and when required, in respect of all such Staff wherever applicable and intimate the details of code number of registrations with the concerned authorities for the above mentioned deposition of contributions and also submit the copies of challan receipt of deductions/ amount deducted from wages of outsourced personnel through respective deposits/payments have been made to discharge these statutory liabilities to the First Party every month. The deductions made shall also be indicated in the remuneration in written salary statement given to his employees. The Second Party shall also be solely responsible for comply with all statutory requirements and obligations especially but not limited to those relating to employment of labour, Service conditions of labour, payment of wages as per above mentioned Acts and Other Acts.
6. The Second Party will have to deposit a sum equivalent to Rs.1 Lakh towards performance Security .
7. The Second Party shall ensure payment of minimum wages to the personnel of each category as per the notifications issued by Govt. of NCT Delhi from time to time in compliance with, the provisions of Minimum Wages Act and the Contract Labour (Regulation & Abolition) Act, 1970.
8. The person deployed shall not claim any Master and Servant relationship against the First Party. The person shall not claim any relationship against this posting. The Second Party shall not claim any benefit / Compensation/ absorption / regularization of services with the office under the provision of industrial Disputes Act, 1947 or contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect will be required to be submitted by the second party to office.

9. The Second Party shall ensure deployment of suitable persons from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such casual labours who are not found suitable by the First Party, for any reason immediately on receipt of such a request. The Character and antecedent of each personnel of Second Party will be got verified by the Second Party through Police/District Authorities before their deployment and a certificate to this effect will be submitted to the First Party.
10. The transportation, food, medical and other statutory requirements in respect of each personnel of the Second Party will be the responsibility of the Second Party. During working days working hours would be normally 8 ½ hour per day between 9.30am to 6.00pm including half an hour lunch break from 1.30pm to 2.00 pm. However, the concerned person may have to work beyond office hours if, there is any urgency.
11. The Second Party shall indemnify the First Party and shall at all times keep the latter indemnified against all the liabilities, Claims, Losses, thefts or accident claims, damages arising out of the acts in respect of its employees and or any authorized person(s) on its behalf for executing this contract in the latter's premises.
12. The Second Party has to provide the photo identity card to the persons employed by him/her for carrying out the work which will be constantly displayed and their loss reported immediately. All persons shall wear uniform during duty hours.
13. The contract will be for one year from the date of award, however, initially it will be awarded for 3 months & on satisfactory performance it will be awarded for further 9 months.
14. The First Party reserves the right to terminate the agreement before expiry of one year by issuing a show cause notice to the Second Party and on receipt of the reply of the Second Party by giving one months notice period in writing. Also the Second Party shall not engage the services of any subcontractor or transfer the contract to any other person.

15. The casual worker would have no claim for payment of overtime allowance, conveyance allowance or any other allowances from the First Party.
16. The requirement of unskilled casual labour may be increased or decreased to the extent of 15%. In addition to this if need arises during the period of contract the contractor has to provide the additional casual labour on same terms & conditions.
17. In case of any dispute arising out of, the terms conditions of the agreement, the matter shall be referred to a mutually agreed upon arbitrator and decision of the arbitrator shall be binding on both the Parties.
18. Any dispute arising out of the contract within the jurisdiction of Delhi Courts.