

MISCELLANEOUS TERMS AND CONDITIONS FOR SERVICES

The following miscellaneous conditions shall be read with the provisions given in the GTC, STC and ATC for the services being offered:

1. The Service Provider shall submit a valid EPF, ESI, GSTN, valid contract labour license etc. during the period of the Service Contract.
2. The Service Provider shall ensure that all the relevant licenses/registrations/permission, which are/may be required related to the Services provided are valid during the entire period of the Contract, failing so will attract the appropriate penalties.
3. The personnel supplied by the Service Provider should not have any Police records/criminal cases against them. The Service Provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office.
4. The Service Provider is liable to disclose in case he has been banned by any of the organizations under any of the Services rendered by the Service Provider. Failure to disclose the same at the beginning can lead to termination of the Contract at any phase.
5. The Service Provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
6. The personnel deployed by the Service Provider shall be the employees of the Service Provider for all intents and purposes and that the personnel so deployed shall remain under the control and supervision of the Service Provider and in no case, shall a relationship of employer and employee between deployed personnel and the Buyer shall accrue/arise implicitly or explicitly. The Service Provider and the personnel deployed at the Buyer's location shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret in nature.
7. The Service Provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The Service Provider shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in-charge upon any matter arising under the clause shall be final and binding on the Service Provider.
8. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
9. The Buyer may require the Service Provider to dismiss or remove from the site of Service, any person or persons, employed by the Service Provider, who may be incompetent or for his/ her/their misconduct and the Service Provider shall forthwith comply with such requirements. The Service Provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
10. The Service Provider has to provide uniforms including photo identity cards to the personnel deployed at the Buyer side. These cards are to be constantly displayed and their loss reported immediately. The Service Provider shall provide uniforms to the different categories of personnel sponsored by him and would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the Service Provider including proper name badges. In case of violations suitable penalties shall be applicable.
11. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider shall be the responsibility of the Service Provider.

12. The Service Provider has to submit a monthly invoice in triplicate towards the Services rendered in the previous month to the Buyer. Payment shall be effected by Credit into the bank account of the Service Provider through ECS/RTGS within 10 days from the date of receipt of the invoice with supporting documents, complete in all respect. The Service Provider shall provide correct Bank account number and other details of the Bank to enable the Buyer to credit the payment directly into the account. Buyer shall pay the Service Provider all due amount as per the invoice, that are not the subject bona fide dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions etc.
13. The Service Provider 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 of the substitute shall be the responsibility of the Service Provider.
14. The Service Provider shall be contactable at all times and messages sent by phone /e- mail/ fax / special messenger from Buyer shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the Contract from time to time.
15. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
16. The Service Provider and/ or the personnel deployed at the Buyer location shall be responsible for its belongings and Buyer shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.
17. That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the Services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If Buyer suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Service Provider, then the Service Provider shall be liable to reimburse to the Buyer for the same. This is subject to the limitation of each Contract.
18. The Buyer shall maintain an attendance register in respect of the staff deployed by the Service Provider in order to compute the wages/remuneration in respect of the staff at the approved rates.
19. The agreement can be terminated by either party by giving one month's notice in advance. If the Service Provider fails to give one month's notice in writing for termination of the Agreement then one month's fees and any amount due to the Service Provider from the Buyer shall be forfeited. However, the provisions mentioned herein can be superseded by the STC/ ATC of each Service Contract, as applicable.
20. That on the expiry of the Contract as mentioned above, the Service Provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Service Provider, it shall be the entire responsibility of the Service Provider to pay and settle the same.
21. The Service Provider shall provide complete details of the fees, all necessary material, tools, tackles, skilled manpower for proper execution of Services specified in the schedule of the quantities and as per drawings and specifications. If any extra cost is specified in the Contract the same may be authorized by the Buyer before utilizing the same. Any discrepancy on schedule of quantities and drawings shall be brought to notice of Buyer for decision, immediately.
22. Progress Report/ Service Status Report: Service Provider shall provide detail report such as bar - chart of activities based on completion period and Service schedule made on the project and get approval prior to starting the Service. The measurement of completed works shall be taken jointly from time to time as mutually agreed. Service Provider shall send his representative for assisting Buyer or Buyer representatives for measurements and shall furnish all particulars required to complete progress of Service. Any defect, faults, deterioration in performance of the material and installations which may appear, during the Defect Liability Period of 12 months (unless otherwise specifically agreed shall be 12 months) from the virtual completion of contract shall be amended/made good by the Service Provider at his own cost within a reasonable time. In case of default, Buyer may employ and pay a third party to make good the defects and deduct the expenses from the dues payable to the Service Provider on certification from Buyer. The Service shall not be considered as completed until it has been certified by the Buyer. The Defects Liability Period shall commence from the date of completion as certified by the user in-charge.
23. All the materials to be supplied for execution of Services shall be of first quality, new and strictly as per specifications. In case, Buyer procures such items and handover the same for fixing to the Service

Provider, the Service Provider will receive the goods, open the crates and report any discrepancies, store it in his custody until required, install and commission it with necessary care and the best workmanship. All the Services shall be executed with highest quality of workmanship and as directed by Buyer. In case, of mock-ups or approved samples, the quality & material below that standard will be rejected.

24. Quantities given in the technical parameters are tentative and can be changed or varied on mutually agreed terms. Also the Buyer reserves the right to delete or increase any items of Services. No extra claims of whatsoever nature will be entertained on this account. The drawings wherever applicable shall be approved by the Buyer prior to start of such Services and these may indicate extent and general arrangement of various equipment. These are for guidance of Service Provider and exact locations, dimensions; clearance will be governed by site conditions. Service Provider is required to go through the drawings and regulations prior to starting of Services. Any discrepancy/changes required shall be reported to the Buyer.
25. If the Buyer is satisfied of the completion of the Service relative to which the Completion Certificate has been sought, the Buyer in-charge shall within 10 days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the Services for which the Completion Certificate has been applied.
26. This issuance of a Completion Certificate shall be without prejudice to the Buyer's rights and Service Provider's liabilities under the Contract, including the Service Provider's liability for the Defect Liability Period nor shall the issuance of a Completion Certificate in respect of the Services or Services at any site be construed as a waiver of any right or claim of the Buyer against the Service Provider in respect of Services of which the Final Completion Certificate has been issued.
27. The Contract may remain valid and the Term may be extended and/or shall remain incomplete until no dues Certificate has been signed by the Buyer and delivered to the Buyer with a copy to the Service Provider. The Buyer shall give such a certificate within 10 days of completion of Defects Liability Period.
28. Water and electricity shall be provided to the Service Provider. However, unavailability of water and electricity shall not be accepted as reasons for delay. Service Provider should make his own arrangements for the same.
29. Service Provider to take care of all compliances such as electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended up to date. List of Rules of particular importance to Electrical Installations.
All components in a wiring installation shall be of appropriate ratings of voltage, current, and frequency, as required at the respective sections of the electrical installation in which they are used. All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current, which will normally flow through them, without their respective ratings being exceeded. All components shall conform to relevant Indian Standard Specifications, wherever existing. All the Materials with ISI certification mark shall be preferred. All the materials used and replaced for the repair works should have ISI marked. These Indian Standards, including amendments or revisions thereof up to the date of tender acceptance, shall be applicable in the respective contracts.
30. Service Provider shall obtain prior permission from the Buyer to work on holidays or after office hours/ odd hours, if required.