

भारत सरकार/ Government of India
अंतरिक्ष विभाग/ Department of Space
इसरो नोदन कॉम्प्लेक्स/ ISRO Propulsion Complex
महेंद्रगिरि/ Mahendragiri

ANNEXURE 1

TERMS AND CONDITIONS OF SPORADIC WORK OUTSOURCING PACKAGE

1. DEFINITION OF TERMINOLOGIES

- 1.1. “**Purchaser**” shall mean the ISRO Propulsion Complex (IPRC), Indian Space Research Organization (ISRO), Department of Space (DOS), Government of India, located at Mahendragiri 627133, Tirunelveli District, Tamil Nadu State, represented by Head, Purchase & Stores acting on behalf of the President of India.
- 1.2. “**Vendor**” shall mean the registered firm or company of the successful Bidder chosen by the Purchaser, undertaking and being responsible & accountable to the Purchaser for executing the Sporadic work outsourcing package under the Work order and include legal personal representative(s)/ successor(s)/ assign(s) of the Vendor’s firm or company or the person(s) composing the Vendor’s firm or company.
- 1.3. “**Party**” shall mean either Purchaser or Vendor as applicable and “**Parties**” shall mean both.
- 1.4. “**Work order**” shall mean the order awarded by the Purchaser to the Vendor for executing the Sporadic work outsourcing package as per the Price, Terms & conditions and Scope of work thereunder and become an agreement upon acceptance by the Vendor.
- 1.5. “**Sporadic work outsourcing package**” shall mean the services to be rendered by the Vendor as defined in the Work order.
- 1.6. “**Focal point**” shall mean the designated official of the Purchaser from the user Entity/ Group/ Division/ Section to coordinate with the Supervisor of the Vendor.
- 1.7. “**Supervisor**” shall mean the identified qualified person of the Vendor who will be responsible for arranging the resources necessary to execute the Sporadic work

outsourcing package and coordinating with the Focal point for day-to-day activities.

2. **SCOPE OF WORK**

- 2.1. The scope of work under this Sporadic work outsourcing package is as defined in Annexure 2.
- 2.2. The Vendor shall ensure that the work assigned to them is completed within the prescribed time-frame under their supervision.
- 2.3. The Vendor shall deploy the required quantity of human resources with relevant qualifications for the execution of the work as per Annexure 2. The qualification and competence of the human resources shall be verified by the Purchaser through review of documents/ credentials as the Focal point may deem necessary.
- 2.4. The requirement of the quantity of service mentioned in the Work order may vary and is subject to change based on actual requirements of the Purchaser. The Vendor shall complete any additional requirement as required by the Purchaser by engaging additional human resources, if any, required.
- 2.5. The requirement of resources shall be sporadic/ occasional/ intermittent against actual need and the existence of the Work order does not *ipso-facto* confer any right on the Vendor to demand engagement of the resources continuously.
- 2.6. No guarantee shall be given as to the definite quantity of work which shall be entrusted to the Vendor at any time during the validity period of the Work order. The requirement of resources purely depends on the activities of the Purchaser. The mere mention of the quantity of resources in the Work order does not by itself confer any right on the Vendor to demand that the work relating to or any item thereof should necessarily or exclusively be entrusted to the Vendor and in no way shall restrain the Purchaser from demanding the requirement of additional resources to the work and any part thereof.
- 2.7. Working Schedule: The normal working schedule shall be 9 hours per day (including dining break of 1 hour) and 26 days per month (Monday through Saturday). However, the total duration (26 * 9 hours) may be spread in any manner over a month and the Vendor shall be liable to deploy the required resources on any day (Monday through Sunday including holidays) over any

duration of time (in continuous or split shifts) depending on the Purchaser's requirement as directed by the Focal point.

3. **VALIDITY PERIOD OF WORK ORDER**

- 3.1. The Work order shall be valid for a period of 2 years from the date of award.
- 3.2. The Purchaser exclusively reserves the right to extend the same for further period(s) on mutual agreement.
- 3.3. Under normal circumstances, termination or short-closing of the Work order is not foreseen. However, in case of repeated non-fulfillment of the obligations, owing to deficiency of service, breach of terms & conditions, etc. , the Purchaser shall reserve the right to terminate the Work order wholly or partly or short-close the same by giving one-month notice in writing without any/ having no financial obligation on either side. The Purchaser also reserves the right to cancel the Work order in public interest without assigning any reason upon the direction of the Focal Point as he/ she deems it required.

4. **FINANCIAL TERMS**

4.1. **PRICE**

- 4.1.1. The prices for various items of the Sporadic work outsourcing package shall be as mentioned in the Work order cover page. The payment shall be made for the actual quantity of services rendered by the Vendor as certified by the Focal point.
- 4.1.2. The unit prices mentioned in the Work order shall be **FIRM AND FIXED** during the validity period of the Work order, except for the Price variation as per Section 4.2 below. The Vendor shall pay remuneration to the human resources as per the extant orders mentioned in Section 4.1.3 below issued from time to time during the validity period of the Work order.
- 4.1.3. The Minimum rate of wages [i.e. Basic rate of wage + Variable Dearness Allowance (VDA)] payable by the Vendor to the human resources falling under the category of "Unskilled/ Semi-skilled/ Skilled/ Highly skilled Workers" shall be in compliance with Minimum Wages Act 1948 based on the extant Order issued from time to time by

- a. Chief Labour Commissioner, Ministry of Labour & Employment, Government of India (corresponding to “Industrial workers” employed in “Construction or maintenance ...” in “Area C”) OR
- b. Labour & Employment Department, Government of Tamil Nadu (corresponding to “Zone D”) OR
- c. Collector, Tirunelveli District,

whichever is the highest.

4.1.4. The Minimum rate of wages (i.e. Basic rate of wage + VDA) payable by the Vendor to the human resources falling under the categories other than “Unskilled/ Semi-skilled/ Skilled/ Highly skilled Workers” shall be as per the following formula:

- a. Minimum rate of wage to human resource for Office Assistance/ Personal Assistance/ Medical Laboratory Technical work/ Radiography = 1.18 times the Minimum rate of wage to “Skilled worker” as per Section 4.1.3 above.
- b. Minimum rate of wage to human resource for Pharmaceutical work = 1.35 times the Minimum rate of wage to “Skilled worker” as per Section 4.1.3 above.
- c. Minimum rate of wage to human resource for Canteen Supervision = 1.63 times the Minimum rate of wage to “Skilled worker” as per Section 4.1.3 above.
- d. Minimum rate of wage to human resource for Technical Assistance/ Scientific Assistance/ Library Assistance/ Nursing = 2.07 times the Minimum rate of wage to “Skilled worker” as per Section 4.1.3 above.
- e. Minimum rate of wage to human resource for Doctor service = 2.59 times the Minimum rate of wage to “Skilled worker” as per Section 4.1.3 above.

4.1.5. The price under the Sporadic work outsourcing package shall be inclusive of the following components:

- a. Minimum basic rate of wage as per Section 4.1.3 and 4.1.4 above
- b. VDA as per Section 4.1.3 and 4.1.4 above
- c. Employer’s contribution to Employees Provident Fund (EPF)
- d. Employer’s contribution to Employees State Insurance (ESI)
- e. Employee’s contribution to EPF

- f. Employee's contribution to ESI
- g. Income Tax Deducted at Source (TDS) as per Section 4.4.2 below
- h. Service charge including supervisory charges, administrative overheads, cost of Identity cards, cost of uniform dresses, cost of personal protective equipment, group insurance, profit, any other incidental expenditure necessary to fulfill the contractual obligations, etc. as per O.M issued by DoE/Ministry of Finance / Government of India. (The PO will be released through EGPS mode of IPRC only)
- i. Any implication due to difference (round-off error, etc.) between the methodology employed for calculation of Price variation as per Section 4.2 below and the actual rate of wage notified by the competent authority

4.2. **PRICE VARIATION**

- 4.2.1. The prices for various work items of the Sporadic work outsourcing package as mentioned in the Work order cover page are deemed to be based on the minimum rates of wages notified by the competent authority mentioned at Section 4.1.3 above applicable as on the date of floating of the Tender enquiry. However, the prices shall vary based on the extant orders issued by the competent authority as mentioned at Section 4.1.3.a above for every applicable period of 6 months (typically April to September and October to March). The prices of work items for the applicable period shall be varied as per the following formula:

$$P_X = P_D \times \left(1 + \frac{I_X - I_D}{I_D} \right)$$

where P_X = Revised price for the applicable period

P_D = Datum price as per Work order

I_X = All India Consumer Price Index (Industrial Worker) [AICPI(IW)] considered in the Order (for revision of VDA) by the competent authority mentioned at Section 4.1.3.a above in force during the applicable period

I_D = Datum All India Consumer Price Index (Industrial Worker) [AICPI(IW)] considered in the Order (for revision of VDA) by the competent authority mentioned at Section 4.1.3.a above in force as on the date of floating of the Tender enquiry

4.2.2. This Price variation provision shall be applicable from the beginning of the Work order execution. There shall be neither lower nor upper limit in the resultant price increase due to this provision.

4.2.3. If the competent authority as mentioned in Section 4.1.3.a above notifies that the VDA for a particular period remains the same as that of the previous period despite AICPI(IW) decreasing, then the unit prices for work items shall also remain the same as those of the previous period. In such case, the formula mentioned at Section 4.2.1 above shall not be applicable.

4.3. **SECURITY DEPOSIT**

4.3.1. The Vendor shall guarantee faithful execution of the Work order in accordance with the terms and conditions specified. As a performance security, the Vendor shall furnish Security deposit for 5% of the total Work order price in the form of Demand draft/ Fixed deposit receipt/ Banker's cheque/ Bank guarantee issued by a Nationalized/ Scheduled Bank approved by Reserve Bank of India valid till expiry of the Work order with additional claim period of 6 months. The Security deposit shall not carry any interest and shall be returned on completion of all the contractual obligations. The Security deposit has to be executed within 15 days from the date of Work order as per the prescribed format.

4.3.2. Central public sector undertakings/ Central public sector enterprises/ Central autonomous bodies are allowed to submit Indemnity bond, in lieu of Demand draft/ Fixed deposit receipt/ Banker's cheque/ Bank guarantee, for Security deposit.

4.3.3. Medium, Small & Micro Enterprises (MSMEs) and Startup companies are also required to submit Security deposit in the form of Demand draft/ Fixed deposit receipt/ Banker's cheque/ Bank guarantee.

4.3.4. In case of breach of any of the terms and conditions under the Work order, the Vendor shall forfeit the Security deposit to the Purchaser. In addition, the Work order is also liable to be terminated and any amount due to the Vendor against any other Work order from the Purchaser is also liable to be appropriated.

4.4. **PAYMENT TERM**

4.4.1. The Purchaser shall make payment on monthly pro-rata basis only for the actual quantity of service rendered in the preceding month. The Vendor shall submit the Bill duly certified by the Focal Point to the Purchaser's Accounts Officer.

- 4.4.2. The Purchaser shall deduct Income Tax at source as applicable as per Section 194C of Income Tax Act 1961 and upload the “Tax Deducted at Source (TDS)” details in the Income Tax Department’s online portal.
- 4.5. Mode of Payment: The Purchaser shall make payment through online money transfer system to the Vendor’s Bank account.

5. **LEGAL TERMS**

- 5.1. The Vendor shall abide by the laws of the land including Contract Labour (Regulation & Abolition) Act, Employees Provident Fund (EPF) Act, Employees State Insurance (ESI) Act, Minimum Wages Act, Equal Remuneration Act, Employees Compensation Act, Payment of Wages Act, Income Tax Act, Goods & Service Tax Act or any new regulation/ legislation enacted in this regard as per the extant orders. The Purchaser shall in no way be responsible for any default regarding statutory obligation. The Vendor shall ensure compliance with the aforesaid provisions at all times during the validity period of the Work order.
- 5.2. Employees’ and Employer’s contributions to EPF shall be applicable for all the human resources irrespective of their basic rate of wage + VDA. For this purpose, all the human resources shall be members of EPF scheme. If necessary, the human resources shall give appropriate option under the scheme to become members of EPF.
- 5.3. Employees’ and Employer’s contributions to ESI shall be applicable for those human resources whose basic rate of wage + VDA is lesser than ₹ 21,000 per month or such amount as may be notified by the competent authority from time to time.
- 5.4. The Vendor shall discharge all the legal obligations in respect of the human resources deployed by them for the execution of the work in terms of their remuneration and service conditions and shall also comply with all the rules and regulations and provisions of the law in force that may be applicable to them from time to time. The Vendor shall indemnify and keep indemnified the Purchaser from any claim, loss or damage that may be caused to it on account of any failure to comply with the obligations continuance in force of existing laws. In case of any dispute, the decision of the Purchaser shall be final and binding on the Vendor.
- 5.5. The Vendor shall also be liable for the remittance of all taxes, levies, cess, etc on account of service rendered by them from time to time.

- 5.6. In case the Vendor fails to comply with any statutory/ taxation liability under the appropriate law and, as a result, if the Purchaser is put under any loss/ obligation, monetary or otherwise, the Purchaser shall be entitled to get themselves reimbursed either out of the outstanding bills against any of the Purchase order/ Work order/ Contract or from the Security deposit to the extent of the loss or obligation in monetary terms.
- 5.7. The timely payment of remuneration to the human resources, remittance of contributions to EPF and ESI shall be the sole responsibility of the Vendor. For any default with regard to statutory obligation, the Vendor shall be solely responsible.
- 5.8. The Vendor shall issue wage slip to each human resource every month mentioning the split-up of remuneration with respect to various elements as indicated in Points 4.1.5.a to 4.1.5.f above. The Vendor shall remit remuneration to the human resources through their respective Bank accounts only. The Vendor shall be responsible to maintain relevant documents pertaining to attendance, wage slip, acknowledgement of remuneration paid to human resources, contributions paid to EPF, ESI, group insurance, medical insurance, etc. as may be the case. The Purchaser shall have the right to inspect these records at any time and take necessary penal action for non-compliance with these provisions, if any. The Purchaser shall also have the right to verify the remittance of contributions to EPF, ESI, etc from the online portal of the respective agencies. In this regard, the Vendor shall be obliged to share the relevant reference/ Identity details of themselves as well as the beneficiaries/ human resources (Universal Account Number i.e. UAN) with the Purchaser.
- 5.9. In case the Vendor fails to pay remuneration to the human resources within reasonable period (last day of the succeeding month), the Purchaser shall have the right, at their own discretion, to pay remuneration to the human resources directly and recover the expenditure so incurred from the payment due to the Vendor or Security deposit submitted by the Vendor either under the subject Work order or any other Work order(s) awarded by the Purchaser to the Vendor.
- 5.10. The Vendor shall be bound by the details furnished by them to the Purchaser while submitting the Bid or at any subsequent stage. In case, any of the documents furnished by them is found to be false at any stage, it would be deemed to be a breach of the Terms and conditions of the Work order making the Vendor liable for legal action besides termination of Work order and forfeiture of Security deposit.

- 5.11. The Vendor shall not be allowed to transfer, pledge, assign or subcontract their rights and liabilities under the Work order to any other agency.
- 5.12. The Vendor shall be solely responsible for the redress of grievances/ resolution of disputes relating to human resources deployed by them. The Purchaser shall in no way be responsible for the settlement of such disputes. The Vendor shall maintain a record of grievance received from their human resources and action taken for settlement and communicate the same via letter to the Purchaser within 15 days from the date of receipt of any such dispute.
- 5.13. For all intents and purposes, the Vendor shall be the “Employer” within the meaning of different Labour Legislations in respect of the human resources deployed by the Vendor in the Purchaser’s premise and shall not have any claim whatsoever of “Master and Servant” relationship nor have any “Principal and Agent” relationship with or against the Purchaser for the said Sporadic work outsourcing package.
- 5.14. The Vendor, immediately upon receipt of the Work order from the Purchaser, shall obtain all necessary Labour license from the Labour Department and the same shall be valid during the period of the Work order.
- 5.15. Any other term, condition or clause not covered in this Terms & conditions of Sporadic work outsourcing package shall be in accordance with other statutory Rules/ Acts applicable to the Purchaser.
- 5.16. The Partners or Shareholders or Directors or Executives or Officers of the Vendor shall not engage themselves as human resources under the Work order.
- 5.17. In case of termination of the Work order on its expiry or otherwise, the human resources deployed by the Vendor shall not be entitled to and shall have no claim whatsoever for any kind of employment with the Purchaser and shall be made known by the Vendor to their human resources before being deployed.
- 5.18. The status of the Vendor shall be that of an independent Service Provider. Neither the Vendor nor the human resources deployed by the Vendor for rendering the service(s) under this Work order shall be considered employee(s) of the Purchaser. They shall have no right for subsequent regularization.
- 5.19. The Vendor shall not assign, transfer or convey in whole or in part this Work order to anyone. The Vendor shall also not delegate any of their obligations or duties under the Work order to anyone. The Vendor shall not assign, pledge as

collateral, grant a security interest in, create a lien against or otherwise encumber any payment that may or will be made to the Vendor under the Work order.

- 5.20. The Vendor shall be bound to accept all instructions/ directions issued by the Focal point or any other person duly authorized by them relating to the execution of the Work order.
- 5.21. The Vendor shall maintain a register for the execution of the work and get endorsement of the same from the Focal point every day for having completed the work satisfactorily.
- 5.22. The details of work handled by the Vendor and their human resources, Supervisor, et al shall be kept confidential and not be divulged to any person or other agency.
- 5.23. The Purchaser reserves the right to reject any of the human resources deployed by the Vendor, if the presence or activity of such human resources is detrimental to the interest or discipline or security of the Purchaser.
- 5.24. The Vendor shall try to avoid deploying the same human resources for more than 3 years for the Purchaser under various Work orders.
- 5.25. Jurisdiction: The Courts within Tirunelveli District, Tamil Nadu state will have the jurisdiction to deal with and decide any matter arising out of this Work order.
- 5.26. Applicable Law: The Work order shall be interpreted, construed and governed by the Laws prevailing in India.
- 5.27. Joint and Several Liability: If the Vendor is a joint entity, consisting of more than one partnership, corporation or other business organization, all such entities shall be jointly and severally liable for rendering the services and obligations of the Work order and for any default of activities and obligations.
- 5.28. Severability: If any provision of the Work order is determined by a Court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part provisions hereof of the Work order and shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 5.29. Immunity from Liability: Every person who is a party to the Work order is hereby notified and agrees that the State, the Purchaser and all their employees, agents,

successors and assigns are immune from liability and suit for or from the Vendor's activities involving third parties and arising from the Work order.

- 5.30. Intellectual Property: The Vendor shall not use the name/ logos of the Purchaser in any manner including commercial advertising or as a business reference including ID cards. Any violation of this provision shall result in cancellation of the Work order including forfeiture of Security deposit and the Vendor shall be subject to penalties and liable for criminal prosecution for theft, intentional destruction and defacing of the Purchaser.

6. **WORK SAFETY AND SECURITY REGULATION**

- 6.1. The Vendor's premise being a high-security area, the human resources deployed for the work by the Vendor shall be required to follow the security requirements such as possessing a valid Entry pass issued by the Purchaser and ID Card issued by the Vendor while entering the campus, maintaining high order of discipline while on duty, etc.
- 6.2. Issue of Entry Pass: For arranging pass to enter the Purchaser's premise, the Vendor shall submit the details of the human resources to the Focal point along with the following documents:
- a. Police verification certificate ascertaining the character & antecedent
 - b. Identity card issued by the Vendor bearing the firm's/ company's logo
 - c. Copy of the Aadhaar card issued by UIDAI or PAN card issued by Income Tax Department
 - d. 2 copies of stamp-size photographs
- 6.3. The Vendor shall ensure that only Indian Nationals between the age of 18 years and 60 years are deployed and that they do not have any criminal background or record of criminal antecedents.
- 6.4. The human resources once deployed for the Sporadic work outsourcing package shall not be changed without the prior concurrence of the Focal point.
- 6.5. A "Panel" of human resources found fit by the Purchaser shall be kept with the Purchaser as well as the Vendor. The panel shall contain adequate reserve human resources to attend to peak-demand activities or provide leave relief to

other human resources or to fill up vacancy arising out of discontinuance by other human resources. The panel shall be updated as and when necessary.

- 6.6. The Vendor shall provide suitable Personal protective equipments such as safety shoes, helmets, hand gloves, etc to the human resources depending on the nature of work.
- 6.7. The human resources deployed by the Vendor shall wear Cotton uniform dress while they are at work and the colour of the said uniform shall be decided by the Purchaser in consultation with the Vendor.
- 6.8. The Vendor shall take all safety precautions required for the execution of the work. They shall also be responsible for any loss or damage caused to the Purchaser's property/ personnel due to negligence of the Vendor's human resources and shall make good the losses at their own cost, failing which cost thereof shall be recovered from the outstanding/ running bills/ Security deposit of the Vendor.
- 6.9. The Purchaser shall not be responsible for any damage, loss, claim, financial or otherwise, injury to any of the human resources deployed by the Vendor in the course of their performing the work or for payment toward any compensation. The human resources shall adequately be insured by the Vendor against accidents including injury/ loss of life.

6.10. **INSURANCE TO WORKERS;**

Compensation in case of death/permanent incapacitation of person engaged by the service providers

On the occurrence of any "accident" as defined herein below, the Service Provider shall whether or not there has been any wrongful act, neglect or default on its part and notwithstanding anything contained in any other law, be liable to pay compensation to such extent as prescribed below:

- (i) In the event of death or permanent disability resulting from loss of limbs – ₹10 Lakhs.
- (ii) In the event of other permanent disability – ₹7 Lakhs.

Any compensation if paid by the Department under above provisions shall be recoverable from such Contractors/Agencies/Firms/Companies concerned/Service provider.

For this purpose, without limiting any of the other obligations of liabilities, the Contractors/Agencies/Firms/Companies/Service provider concerned shall at his/her own

expense take and keep a comprehensive insurance for his workforce and for all the work during the execution. The Contractors/Agencies/Firms/Companies/Service Provider concerned shall have to furnish originals along with premium receipts and other papers related thereto to the Officer concerned within 15 days from the date of commencement of the contract. The insurance policy is to be taken through any of the Insurance Companies as approved by the Insurance Regulatory & Development Authority of India (IRDA).

Above provisions would govern the settlement of compensation claim arising out of accident occurred within the premises of the work site and during the discharge of duties resulting into loss of life or permanent disability.

Definitions:

(a) Accidents: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the maintenance, operations and other supporting/outsourced services engaged by the service provider [Private companies, Firms & Contractors], the department and within the premises of its work site.

(b) Dependent: As defined in the Employee's Compensation Act, 1923.

(c) Victim: Any person who suffers permanent disablement or dies in an accident occurred within the premises of the work site and during the discharge of duties, as defined in these Guidelines.

(d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923.

6.11. The Vendor shall solely be responsible for any theft, pilferage or misbehavior committed by any of their human resources while performing the work and the Purchaser reserves the right to retain the Security deposit.

6.12. In case any human resource deployed by the Vendor commits any act of omission/ commission that amounts to misconduct/ indiscipline/ incompetence, the Vendor shall forthwith remove such human resource under intimation to the Focal Point. The Vendor shall replace immediately any of their human resources who are found unacceptable because of security risks, incompetence, conflict of interest, improper conduct, etc. upon receiving written notice from the Purchaser.

- 6.13. The human resources deployed by the Vendor shall not carry any technical/ electronic gadget inside the Purchaser's premise and shall follow all Security and Safety norms as prescribed by the Purchaser from time to time.

7. **LIQUIDATED DAMAGE/ DOWNTIME COMPENSATION**

In case of delay in rendering of service or non-deployment of the requisite quantity of human resources, the Purchaser shall recover Liquidated Damage/ Downtime compensation @ 0.5% of the price of the uncompleted part of the Sporadic work outsourcing package per week or part thereof from the Vendor's outstanding bill or Security deposit. The total amount of recovery shall not exceed 10 % of the total price of the Work order. The quantum of Liquidated damage/ Downtime compensation to be recovered shall be decided by the Purchaser after assessing the quantum of work delayed and the Purchaser's decision shall be final and binding on the Vendor.

8. **FORCE MAJEURE CIRCUMSTANCE**

Neither Party shall bear responsibility for the complete or partial non-performance of any of their obligations if the non-performance results from such *Force majeure* circumstances as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, pandemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the Parties that have arisen after the conclusion of the present Work order. In such circumstances, the time stipulated for the performance of an obligation under the Work order may be proportionately extended. The Party for whom it has become impossible to meet the obligation under the Work order due to *Force majeure* condition will notify the other Party in writing not later than 21 days from the date of commencement of the unforeseeable event. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform their obligations under the Work order as far as is practical and shall seek all reasonable alternative means for performance not prevented by the *Force majeure* event. Any certificate issued by the Chamber of Commerce or any other competent authority or organization shall be sufficient proof of commencement and cessation of the above circumstances. In case of failure to carry out complete or partial performance of an obligation for more than 60 days, either Party shall reserve the right to terminate the Work order totally or partially. A prior written notice of 30 days to the other Party will be given informing

of the intention to terminate without any liability. This is exclusive of any reimbursements for the services rendered as provided for in the Work order.

9. **ARBITRATION**

In the event of any dispute or difference arising out of or in connection with the Work order, such dispute or difference shall be settled amicably by mutual consultation or through the good offices of the respective Parties.

Except otherwise provided in the Work order where specific statutory and regulatory system exists under applicable laws, if amicable settlement of any dispute or controversy cannot be arrived at, then, either Party may forthwith give to the other notice, in writing, of the existence of such question, dispute or difference and the same shall be referred to the adjudication of arbitrator(s). The arbitration shall be in accordance with the rules of the Indian Arbitration and Conciliation Act 1996 as amended from time to time. The arbitral award shall be final and binding upon the Parties. The court of arbitration shall base its decision on with resort to Indian law. The place/ seat of Arbitration shall be in Tamil Nadu state, India. The language to be used in the proceedings shall be English. The records of arbitral proceedings shall be kept confidential. The services under the Work order shall, if reasonably possible, continue during arbitration proceedings. The expenses for the arbitration shall be paid as may be determined by the Arbitrator(s).

10. **Parallel/ Adhoc Work Order:** The Purchaser reserves the right to conclude parallel/ adhoc work order(s)/ contract(s) for similar works simultaneously during the validity period of the Work order with one or more other vendors.