

16. Monthly invoices submitted by the Contractor towards services charges shall be settled by the Director, Social Welfare within 15 days from the dated of receipt of the invoice subject to deductions if any, as per the terms of this contract.
17. The Contractor shall not approach the Directorate of Social Welfare for loans/advances etc.
18. The Contractor being the Principle employer shall be solely responsible for recovering ESI and PF contributions salaries of the security personnel posted at Working Women Hostel, Dollygunj, Rehabilitation Centre, Brookshabad and Directorate of Social Welfare, Goalghar and remit the same to the concerned authorities before due date along with their own contributions as applicable statutory rates. The Contractor shall be solely responsible for the welfare of his staff as per the Government laws.
19. The Contractor shall produce the temporary ESI Identity cards within 10 days and the copies of PF declaration and nomination forms from the date of posting of security personnel, which will be followed by permanent WAI identity card in 3 months. Both the parties hereby covenant and agree that the period of contract shall be for the period from 15.01.2010 to 14.01.2011. However, after the completion of the said period, the same may be renewed for a further period(s) at the discretion of the Director, Social Welfare.

In case either of the parties wants to terminate contract before or at the completion of the initial period of one year, they should give one - month prior notice in writing from the date from which such termination of contract would come into effect. In the absence of any such prior notice of one month by both the parties, it will be deemed to have satisfactorily agreed to extend the period of contract for a further period.

20. The rate mentioned would be firm and stable during the period of contract and the contractor shall not be entitled for any increase in the service charges during the period of agreement. Any dispute or difference with regard to this shall be referred to local Civil Court, Port Blair for a decision.
21. The Contractor shall reimburse the department for any amount payable by the Department to any Government authority by way of tax/penalty etc., in respect of the employment of the security personnel. Also the Department reserves the right to set off any amount due from the Contractor arising out of the above from the amount payable to the Contractor by the Department.

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of the party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to War, riots, civil disorders. Earthquakes, fire, explosion, storm, flood and or adverse weather conditions, strikes, lockouts or other industrial action except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent confiscation or any

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