Annexure – II

1) Premises: Engineering Projects (India) Ltd.
   (A Govt. of India Enterprises)
   Scope Complex, Core – 3
   7, institutional area, Lodhi Road,
   New Delhi – 110003

2) Area: 61492 square feet (AC & Non-AC) comprising of
   i. Ground, 1st to 5th Floors
   ii. Lower & Upper Basements
   iii. Stores Area on 7th Floor

B. SCOPE OF WORK: Broad details of JOB / WORKS covered under the scope is enumerated as follows:

1) The Contractor shall provide round the clock security services at the above premises. A minimum 9 nos. Security Guards shall be deployed who shall be placed in shifts to provide round the clock duty.
2) The Security Agency shall be responsible for opening and closing of the office premises on all days including Sundays and Holidays.
3) The Security Agency shall regulate entry / exit of EPI Employees and authorize entry and exit of visitors and other persons in the premises.
4) The Security Agency shall switch off the electrical appliances including Lights & Fans after the office hours.
5) The Security Agency shall take necessary steps to prevent fire and in case of any occurrence of fire, security personnel on duty should take necessary steps to extinguish the fire and report the matter to the Scope Fire fighting Agency / Delhi fire Services and also to the Designated Officers of the Company immediately.
6) The Security Agency shall perform the jobs that are normally required to be carried out of ensuring the security of premises, employees working therein, visitors and other authorized personnel including materials, stores and the company property.
7) Any other sundry work that will be assigned from time to time.
TERMS & CONDITIONS

1. The Award of work The Agency will be given seven days time for mobilization. The Agency shall ensure mobilization within the given time with the required manpower, tools and tackles if any.

2. The minimum qualification for the Security Guards to be deployed by the Agency is eighth class and that for security Inspector/Supervisor is graduate in any discipline from a recognized university. Initial deployment of the Security Guards Inspector is subject to clearance by EPI and the Agency shall replace any or all of them if their performance is not found satisfactory.

3. The Agency shall provide the complete bio-data of the security personnel that shall be deployed at EPI’s premises including their character / antecedent verification certificate from police and any other document that the Company may ask for.

4. The Agency shall provide round the clock Security as per the scope of work and the security personnel posted in the premises (hereinafter referred to as “employees”) shall be under the administrative control of the Executive Director (HR) who is the designated authority.

5. If after the award of work, there occur changes to any National or State statute, ordinance or decree or other law or any regulation or bye law of any local or other duly constituted authority which causes additional or reduced cost to the security agency, such additional or reduced cost, after due consultation with the security agency shall be determined by EPI and shall be added or deducted from the contract price and EPI shall notify the security agency accordingly.

6. The Security agency shall be liable to make alternate arrangements in case of the absence of any security personnel. Similarly, the security agency shall make alternate arrangements towards the weekly off, holidays national holidays, leaves etc. and no extra payment shall be payable on this account. The agency has to keep-sufficient. Number of leave reserves.

7. EPI has the absolute right to terminate the contract at any time without assigning any reasons there of , EPI will also have the right to extend the contract at the same terms and conditions until such time the new security agency takes over in case of any fresh tendering for the security work.

8. The Security agency at its own expenses shall provide its “employees” with necessary uniform, outfit, implements, etc. required for the effective discharge of security services to EPI.

9. The Security agency agrees and undertakes that the security agency will make it clear to the “employee” that they are the employees of the security agency and that they shall have no claims against EPI and EPI shall not be liable to wages, salary, compensation and any statutory benefits due to the “employees” under the labour laws and other legislation and the security agency shall be responsible for providing such amenities to its “employee” admissible under the laws / rules / services condition.
STATUTORY OBLIGATIONS OF THE AGENCY: The Agency shall discharge all its statutory obligations including but not limited to the following.

1. The Agency shall carry out the job through its employees. The Agency shall ensure that the employees deputed on the job maintain normal personal hygiene and shall work under total control of the Agency only.

2. The Agency shall make payments to its employees / workforce not below the minimum wages as prescribed by the Minimum Wages Act, 1948 and notified from time to time.

3. The Agency shall at its own cost take necessary insurance cover in respect of statutory provision of PF, Gratuity, Medical, Accident etc. of the staff and other persons employed or engaged by the Agency in connection with the aforesaid job.

4. The Agency shall submit an undertaking. (Format enclosed) that it shall comply with all statutory obligations applicable and shall keep EPI indemnified from all acts of omission or commission, fault, breaches and / or any claims / demands or loss, injury and expenses to which EPI may be put to or involved as a result of the Agency’s failure to fulfill any of the obligations hereunder and/or under the said Acts, enactments, rules, regulations, and /or statues and/or any bye-laws of Rules framed there under or any of them. The owner to satisfy the regulatory agency shall solely vest with the agency only.

5. In case the Agency fails to make payment of wages or any part thereof within the prescribed period or make short payment, then EPI shall be entitled within this contract to deduct the same from any amount payable to the Agency under any contract or to recover any of such amount as a debt payable by the Agency.

6. EPI shall be entitled within this contract to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Agency’s monthly bill or from the Security Deposits / performance Bank Guarantee or any other sums available with EPI under any contract without prejudice to its any other rights under the law.

7. The Agency shall be responsible for all payments to its employees. The Agency shall be liable for payment of any of such dues / payable like bonus, leave salary, gratuity, terminal benefits in respect of any of the Agency’s employees on superannuating or otherwise.

8. All legal statutory requirements will be complied with by the Agency and the documentary record maintained and produced from time to time as required for.

9. The Agency shall have total control, administrative & disciplinary and shall get the job performance through his employees at its sole responsibility.
10. **SAFETY CODE:**

1. The Agency shall within the contract price arrange for all safety provisions so as to ensure safe and smooth working conditions for its workforce.

2. The Agency shall indemnity EPI from all encumbrances on this accounts.

11. **PAYMENT TERMS**

1. 100% of the monthly-certified bills shall be released within seven days of submission after making all necessary deduction.

2. Following deduction shall be made from the monthly bills. :

   I. Income tax at applicable rates as per the law and the agency shall be provided TDS Certificate for the same.

   II. 5% amount shall be retained from the monthly bills which shall be released after the expiry of the contract and upon submission of “No dues” Certificate.

12. **ARBITRATION:**

   In case of any dispute or difference arising between the parties under the contract, the decision of Executive Director (HR), EPI shall be final and binding and the security agency shall not be entitled to lodge any claim against the decision of the Executive Director (HR).

13. **SECURITY DEPOSIT:**

   The security agency shall furnish security deposit of Rs. 50,000/- (Rupees Fifty Thousand only) within a period of fifteen days of award of work in the form of a crossed Pay Order / Demand Draft drawn in favour of EPI Ltd., New Delhi or Bank Guarantee from a Nationalized Schedule Bank in the prescribed Performa valid for the period of Contract.

14. **LIABILITY FOR DAMAGE, DEFECT AND THEFT:**

   If the Agency or his Associated members shall injure or destroy and part of the building, or property therein, in which they may be working the Agency upon receipt of notice in writing in that behalf, shall made the same good at its own expenses.

15. **UNIFORM:**

   The Agency will ensure that personnel deployed at all the premises are dressed in proper uniform different than EPI uniform, if any.
16. TERMINATION OF CONTRACT:

1. EPI reserves the right to terminate the job order either in part or in full. Designated Authority shall in such an event give one month’s notice in writing to the Agency of his decision to do so. Agency upon receipt of such notice shall discontinue the work accordingly. In the event of such termination, Agency shall be paid for the actual job / time performed till the date specified in the notice.

2. In case of any serious misconduct or lapse on the par of the Agency or any of its employees adversely affecting the working and interest and reputation of EPI, EPI reserves the right to terminate the Agreement without giving any notice.

17. INSTRUCTION AND NOTICES

1. Subject to as otherwise provided in this job order, all notices to be given on behalf of EPI and all other actions to be taken on its behalf may be given or taken by the designated Authority or any officer for the time being entrusted / sub delegated with the functions, duties and powers of the Designated Authority.

2. EPI reserves the right to recover / adjust any amount which may be due from the Agency from their earnest money, security deposit, Performance Bank Grantee or any payment due to them from EPI.