CONDITION OF CONTRACT

1. SCOPE OF SERVICES

1.1 Subject to terms & conditions as per details given in this document, Agency undertake to provide manpower as per the requirement of EPI by deploying agreed personnel to EPI office. The scope of Services may be increased or decreased by EPI at any time in accordance with the provisions of this contract.

2.0 DURATION OF CONTRACT / EMPANELMENT

2.1 The Contract shall come into force on the Effective Date and shall unless terminated, remain in force for 2 years. After the expiration of the said 2 years or such extended period as may be mutually agreed, a Notice of Completion of Contract will be issued by EPI to Agency provided Agency shall have performed and fulfilled all his obligations hereunder. This effective date of contract shall be reckoned from the date as mentioned in “FAX OF INTENT / LETTER OF INTENT”.

The Contract may be renewed for further period(s) by mutual consent of the parties on same rates, terms & conditions.

3.0 REPRESENTATIVE

3.1 EPI shall designate in writing a representative(s) who shall be authorized to act for and on behalf of EPI with respect to this Agreement EPI may change the designated representative at any time by so advising the Agency in writing.

4.0 PERFORMANCE OF SERVICES

4.1 AGENCY warrants that the performance of the SERVICES shall be in a professional and highly skilled manner consistent with such good industry practices as are customarily employed and shall be in accordance with established codes and standards.

4.2 AGENCY warrants that the personnel offered by him under the Contract will be skilled, experienced in the field and capable of doing work / services mentioned in the contract and as per EPI’s requirement.
4.3 AGENCY shall submit to EPI for its 'review and approval' the bio-data of his personnel along with attested copies of certificates of qualifications and experience of personnel assigned to carry out the services hereunder. The agency shall submit the above details within 7 days of the requirement raised by EPI and the selected person should join duties within 15 days from the date of issue of letter at the allocated office within India/Abroad. The original testimonials should be available with the concerned agency personnel for verification at the time of joining duties. Selection of personnel to be deployed in EPI will be through interviews conducted by EPI. If the empanelled agencies are unable to provide suitable candidates after the requisitions made to them on six occasions during the contract period such agencies are liable to be removed from the list and Security Deposit shall be forfeited.

The deployed personnel can also be called for working on Sundays/holidays and in shifts depending upon the exigency of work and will be following the prevalent timings. Their performance will be measured through job. Assignment conditions for the AGENCY’s personnel shall be as described in Annexure-II.

The number of persons to be deputed for different categories is indicative only and the requirement of personnel to be deployed shall vary from time to time.

The requirement is on need basis and shall be intimated from time to time. The period of deployment shall initially be for 2 years or till the services are required by EPI from the date of joining duty. This could be further extended/reduced depending upon the requirement of the job. On extension beyond 2 years from the date of empanelment of agency, the rates and “terms & conditions” conditions shall remain same.

Arrangements for travel between the residence and the office will be made by the agency personnel at their own cost in respect of personnel deployed in designated offices. However, for deployment at project site offices, transport will be provided from identified pick-up points as decided by Engineers-in-charge, to work site and back, free of charge. Arrangements for travel between the pick-up point and the residence will be made by the agency personnel at their own cost.

The agency personnel shall be required to render services under the supervision of officers and shall normally be required to work for 8 hours a day and 6 days a week or as applicable to the particular office. Also the person may be required to come on eight hours shift duty if so desired by the concerned HOD/Site In-charge of the Project.

Payment for part of the month will be calculated on pro-rata basis depending upon the actual days worked in particular calendar month.
The agency personnel shall not be allowed any paid leave during their assignment excluding weekly offs and Holidays. The agency's rate shall be inclusive of it. Also, if the personnel deployed is on leave (prior approval has to be taken from the concerned HOD/Site In-charge of EPI.

Each day compensation: The monthly settled rate (Rs) /as per Govt. rules. Unauthorized absence shall be viewed seriously.

4.4 Agency / Agency Personnel shall comply with the following requirements:

4.1.1 All drawing, documents, data, specification, standards, manuals etc. issued or made available to Agency's personnel shall be used only for the performance of SERVICES as explained to the Agency's personnel and shall be returned by Agency's personnel to EPI without retaining any copies thereof.

4.4.2 EPI shall provide Personal Protective Equipment (PPE) during their posting at project sites to the Agency's personnel. Agency's personnel shall follow the applicable rules of clients / EPI and be responsible for security and protection of any of EPI's and Client's materials and equipment being used by Agency or his personnel in the performance of the Services, and shall take all reasonable precautions to protect such materials and equipment from loss or damage. Agency shall be held accountable for all such materials and equipment not consumed or used in providing the Services.

4.4.3 Agency and his employee shall comply with EPI rules and regulations including any subsequent changes / amendments or instructions whenever applicable as may be issued from time to time concerning health, safety, security and welfare etc.

4.4.4 Unless otherwise specified in the Contract or agreed between the parties, Agency shall be solely responsible for and, where applicable, shall provide at his own cost and expense all facilities as may be required for his personnel to perform the Services. Without prejudice to Agency's responsibility to ensure of its employees satisfies all statutory and other requirements to perform Services designated by EPI will upon written request provide such assistance to Agency's personnel deployed to EPI as may be reasonably required by them for arranging such facilities.

4.4.5 All medical treatment or hospitalization of Agency’s personnel including medical examinations, vaccinations, and inoculations shall be provided by Agency at his own cost and expense. However, in case of emergencies and depending upon the doctor’s certification of the nature of illness, EPI may facilitate medical assistance if available, to the Agency’s personnel at the cost of the Agency.

4.4.6 Agency shall have no claim for extra payment nor shall be relieved from his obligation under the Contract as a result of any lack of knowledge as to the nature of the work site, local facilities, labour conditions and practices, or similar matters affecting performance of the Services.

4.5 If EPI so demands in writing, Agency shall promptly remove from the performance of Services, at Agency's own cost, any of his personnel who are not cooperative, or careless, or are not qualified to perform the work assigned to them or for any other reasonable cause. Agency shall, at his own cost, provide acceptable substitutes, if so requested by EPI, if Agency desires to remove any of his personnel for any reason whatsoever, they shall do so only with prior written consent of EPI at his own cost and only after providing suitable substitute acceptable to EPI.

4.6 In case the performance of any agency personnel assigned to EPI is not found satisfactory, it will be open for EPI to surrender him at any time and will require his replacement by a competent person at the cost of agency. If it is desired to discontinue the services of any of personnel deputed or terminate the agreement, it will be so by giving 15 days notice on either side or by mutual consent. If, however, discontinuance of any agency personnel is considered necessary for reasons of unsatisfactory performance / misconduct, no notice shall be required.

4.7 Agency shall keep full and detailed accounts and records of costs and charges relating to the Contract.

EPI shall have the right to examine during business hours at all places where Services are performed or relevant information is maintained, any documents, accounts, records, report etc., which pertain to Services in order to satisfy itself that:
1) The Agency has complied with all agreed procedures.

4.8 Agency's personnel required to travel for official duties outside their place of deployment shall be entitled to payment of travel and travel related costs as per EPI norms.

Agency shall be required to make themselves all necessary travel arrangements. Travel time payment shall be limited to duration falling under normal office working timing / day and no overtime payment shall be permissible for travel and working beyond office working hours during the tour period.
Agency shall submit all such travel expenses alongwith their monthly invoices. No direct payment, whatsoever, shall be made to individual agency's personnel.

4.9 AGENCY'S personnel, deployed at EPI office / project site will follow eight hours per day (excluding lunch break) and weekly day off as applicable at the place of posting.

4.9.1 Working days for all workmen relating to House keeping will be 6 days (48 Hrs.) in a week.

4.10 Personnel deployed in office may be required to work on overtime depending on the need as indicated by the concerned HOD/Site In-charge. Overtime will be paid as applicable in accordance with rule / Govt. of India Guidelines.

4.11 Agency shall be responsible for meeting all the expenses for mobilization and demobilization of its personnel including rail fare upto the office / project site at the time of joining duty and back on completion of assignment.

5.0 FINANCIAL ENTITLEMENTS

5.1 In consideration of the Services provided by Agency pursuant to in the agreement. Contract, EPI shall pay to Agency such remuneration as is specified in the agreement.

5.2 The number of hours put in by agency personnel shall be booked in prescribed Time Sheets as instructed by EPI officers supervising the work who will approve the Time Sheets. Monthly payment shall be made to Agency. Payment will be made by EPI within 7 working days after receipt of invoice alongwith certified time sheets in EPI. The services rendered for Part of the month shall be paid on Pro-Rata basis. All invoices shall be submitted with supporting documents including approved time sheets & PF Statements of his employees along with PF and ESIC Challans etc.).

5.3 All payments to Agency under the Contract will be made by direct transfer to a bank nominated by Agency and acceptable to EPI. Agency shall give the name of the bank and account number for the purpose of making payments.

5.4 The service tax as applicable shall be reimbursed as per actual on the basis of documentary evidences.
6.0 AGENCY REPRESENTATIVE RECORDS AND REPORTS

6.1 Upon coming into force of this Agreement, Agency shall designate a competent authorized representative acceptable to EPI to represent and act for and on behalf of Agency in all matters concerning performance of Services and shall inform EPI in writing of the name and address of such representative. All notices, determination, directions, instructions and other communications given to Agency's authorized representative by EPI shall be deemed to be given to Agency. Agency may change its authorized representative by advising in writing.

6.2 Agency shall maintain a record of the Services performed as well as of the personnel assigned to carry out the relevant Services.

7.0 INABILITY INDEMNITY AND INSURANCE

7.1 Agency and his personnel shall exercise all reasonable skill, care and diligence in the discharge of their obligations under this Contract. Agency shall in any case of negligence or default on part of his personnel, be responsible for satisfactory performance or re-performance, as the case may be, of such Services as are found to be defective, at no cost to EPI and without delay, whatever performance or re-performance of the service is required by EPI / Client which is a result of error / default / negligence of its employees. Such liability / obligation shall remain in force for 6 months from the receipt of completion certificate from the clients.

7.2 Agency shall indemnify EPI, its employees and agents and hold them harmless from and against all claims, actions or proceedings brought or instituted against any of them by Agency's personnel or agents or any other party arising out or relating to the performance of the Services by the Agency, for injury or death to its personnel and damage or loss to its property.

7.3 Agency shall indemnify Clients / EPI and hold them harmless from and against any liability for any accident EPI, death or injury to agency's employees or agents and against any loss or damage to any property belonging to Client / EPI arising out of or in connection with the performance of the Services and such indemnity and holding harmless shall extend to all costs, claims, demands and damages connected with such liability, loss or damage as aforesaid.

7.4 During the performance of Services hereunder Agency shall take out, carry and comply with the applicable laws, Regulations, standards, and safety rules prevailing at the place of deployment, some of them as listed below:
Ensuring that appropriate insurance, as required by law exists for workman's compensation, employees liability, public liability. Motor-vehicle, third party and that adequate cover extending to the risk and events referred to in this clause covering all employees of Agency for statutory benefits as set out and required by local law in the area of operation or area in which Agency may become legally obliged to pay benefits for bodily injury or death.

EPI shall have no responsibility whatsoever for any loss of or damage to any property or personnel effects belonging to Agency's employee’s or agents.

Without limitation to Agency's obligations and responsibilities for the period of contract, Agency shall cause his insurers to waive rights of subrogation against EPI and EPI's clients.

7.5  Agency shall submit the copies of insurance policies and make available to EPI for examination the original policies issued in compliance with this requirement.

7.6  All deduction or liabilities in excess of the indemnities provided under the insurance arranged by Agency as required hereinabove shall be to the account of and be paid by Agency.

8.0  CONFIDENTIALITY AND PATENTS

8.1  Agency undertakes to:

a)  Keep confidential and in safe custody all information and not to disclose the same to any third party.

b)  Not to use any EPI information for any purpose other than in connection with the Contract

c)  Limit access to EPI Information to those of its employees who reasonably require such information for the purposes of this contract and to take reasonable steps to ensure that each such employee shall observe the restrictions as to confidentiality disclosure and use.

8.2  Agency will sign Secrecy Undertakings for the Confidential Information made available by EPI or by EPI’s Clients during performance of Services.

8.3  The obligations contained in this Clause shall continue notwithstanding the completion of the Services or the termination of this Contract

8.4  All data. Drawings, reports and all other documents, prepared by Agency’s personnel under or in connection with the Services shall belong to and copy right therein shall vest in EPI.
8.5 For the purpose of this Clause “Confidential Information” shall mean any know how, as well as any other knowledge, data or information of a technical, commercial or financial nature which is furnished to or obtained by Agency's personnel directly or indirectly under this Contract.

9.0 Notwithstanding any dispute arising between Agency and EPI during the execution of the Services, Agency shall bind itself not to suspend or delay for any reason performance of all or any part of the Services.

**TERMINATION**

10.1 EPI shall have the right to terminate this Contract if:

10.1.1 Agency fails to carry out the Services or part thereof in accordance with the provisions of this Contract

10.1.2 Agency suspends the performance of all or part of the Services, or

10.1.3 Agency abandons the Services, or

10.1.4 Agency becomes bankrupt or goes into receivership or liquidation or makes an assignment for the benefit of his creditors

   In any such events (other than that specified in Clause 10.1.4 where EPI may terminate the Contract forthwith), EPI may terminate this Contract by giving Agency one month written notice on the effective date of which Agency shall stop the performance of the Services and during which Agency shall take such action towards winding up of the Services as EPI may direct.

10.2 EPI may also, at its absolute discretion, terminate the Contract at any time by giving Agency one month prior written notice on the effective date of which Agency shall stop the performance of Services and during which Agency shall take such action towards winding up of the Services as EPI may direct In the event of such termination EPI shall pay to Agency amount earned for the services provided by him till that period but unpaid to Agency.

11.0 **CONTRACT INTERPRETATION & ENTIRE CONTRACT**

11.1 The Clauses of this Contract and the Annexures attached hereto shall be read and construed as a whole and as complementing one another. but if there should be any conflict or discrepancy between the Clauses and the said Annexures, the Clauses shall prevail. Headings are given for guidance and convenience only and shall not affect the interpretation of the Contract.
11.2 The Contract including the Annexures, attached hereto, embodies the entire agreement between Agency and EPI with respect to the Services. The parties shall not be bound by or be liable for any statement, presentation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of the terms or conditions of the Contract shall be valid unless confirmed in to writing and signed by both parties.

12.0 **FORCE MAJEURE**

Neither EPI nor Agency shall be considered in default for failure omission to carry out or observe any of the terms of this Agreement or be deemed a breach of this. Agreement if such failure or omission arises from any cause which is reasonably beyond the control of the party claiming to be affected by such cause of Force Mejeure. The Party claiming under force measure shall inform the other party about the occurrence of the event of Force Measure, at the earliest but not later than 7 days from the date of such occurrence. If the Force Measure conditions last for more than 30 days the parties shall meet and decide about the future course of action.

13.0 **SUB-CONTRACTING**

Agency cannot sub-contract any work of this Contract The Agency shall not engage any EPI employee for any work taken up by the Agency. Any violation by Agency of this requirement at any time during the contract period shall be deemed to be the Breach of Contract forthwith and in such eventuality, amount due to the Agency including Security Deposit shall be forfeited and the contract shall be terminated.

14.0 **INDEPENDENT CONTRACTOR**

Agency shall act as an independent contractor in performing the Services, maintaining complete responsibility towards its personnel including payment of wages, allowances etc. as applicable and observance of statutory rules and regulations as applicable to contracts of this nature and EPI shall have no relationship with the said Agency’s personnel except the functional relationship stipulated under this Agreement.

15. **WAIVER**

None of the terms or conditions of the Contract shall be considered waived off by one party unless such waiver is given in writing to the other party. No such waiver shall be waiver of any past or future default, breach or modification of any of the terms or conditions of the Contract unless expressly stipulated in writing in such waiver.
16.0 **APPLICABLE LAW AND ARBITRATION**

16.1 The execution validity and performance of this Contract and legal relations of the parties hereto shall be governed by the Laws of India.

16.2 Agency shall abide by all law regulations and instructions in force from time to time by the Government.

16.3 All disputes arising in connection with this Contract shall be settled amicably only if amicable settlement is not possible the same shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 by a sole arbitrator to be appointed by CMD of EPI. The arbitration shall be conducted in the English language and the venue of arbitration shall be New Delhi. The award shall be final and binding on the parties. Arbitrator shall give reasons for the award.

17.0 **DISPUTES BETWEEN PUBLIC SECTOR UNDERTAKINGS**

In the event of any dispute or difference between the parties hereto relating to the interpretation and application of the provision of the Contract, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred, by either party, to the arbitration of one of the arbitrators in the Bureau of Public Enterprises to be nominated by the Secretary the Government of India, in charge of the Bureau of Public Enterprises, in terms of OM No. 15/I9/86-BPE(FIN) dated 30.3.1989 issued by the Government of India, Ministry of Industry, Bureau of Public Enterprises, as modified from to time. The Arbitration and Conciliation Act 1996 shall not be applicable to the arbitration under this Article. The award of the Arbitrator shall be binding upon the parties to then dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Justice Government of India. Upon such reference the dispute shall be decided by the Law Secretary, or the Secretary/Additional Secretary when so authorized by he Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as initiated by the Arbitrator.

18.0 **INCOME TAX DEDUCTION**

Income Tax Deduction (TDS) shall be made from the gross amount billed as per the rules & regulations in force in accordance with income tax act prevailing from time to time. If requested by agency necessary TDS certificate shall be issued by EPI.
19.0 **SECURITY DEPOSIT**

The amount of EMD submitted by the bidder along with the bid shall be converted to security deposit after award of the work to the Agency. Further Retention Money equivalent to 5% of the Agency’s charges only, shall be deducted from each bill which shall be released along with the above security deposit after 30 days from the completion of the contract and discharge of all statutory obligations to the satisfaction of EPI.

20.0 **NOTICES AND ADDRESSES**

20.1 All notices required or permitted hereunder in writing shall be deemed to have been properly given and delivered by either party hereto when sent by Registered Post or tax to the other party at such address which may be notified from time to time by either party to the other in writing.

20.2 **AGENCY DEPLOYING PERSONNEL**

Agency to notify the address and name of their personnel for such records.

Any notice given shall be valid on receipt.

Either party may change its notice address by advising the other in writing.
1. After, 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 eight class and that for security Inspector / Supervisor is graduate in any discipline form 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 to 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 “employee”) shall be under the administrative control of the Group General Manager (HR) who is the designated authority.

5. If after the award of work, there occur changes to any National or State statue, 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 agency, such additional or reduced cost after due consultation with the agency shall be determined by EPI and shall be added or deducted from the contract price and EPI shall notify the agency accordingly.

6. The 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, holiday, 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 thereof, EPI will also have the right to extend the contract at the same terms and conditions until such times the new agency takes over in case of any fresh tendering for the security work.

8. The 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 agency agrees and undertakes that the agency will make it clear to the “employees” that they are the employees of the 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 agency shall be responsible for providing such amenities to its “employees” admissible under the laws / rules / service conditions.