ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT OF INDIA ENTERPRISE)

NIT NO: EPI/WRO/HRD/PER-MSA/043 DATE: 14.02.2017

NOTICE INVITING e-TENDER (NIT)

1.0 Tender for Engagement of Manpower Supply Agency

Engineering Projects (India) Ltd. invites the online percentage (%) rate e-tenders through e-tendering from the eligible contractors/firms who fulfill the eligibility criteria as per the brief particulars of scope for the "Engagement of Manpower Supply Agency" in two bid system (Techno-commercial bid & Price Bid) for the following works:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Work</th>
<th>Estimated Cost</th>
<th>Security Deposit</th>
<th>Period for Engagement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Engagement of Manpower Supply Agency</td>
<td>NIL</td>
<td>Rs. 50,000/- (Rupess Fifty Thousand)</td>
<td>02 years</td>
</tr>
</tbody>
</table>

The brief scope of work included in this tender shall include (but not limited to) "Engagement of Manpower Supply Agency”. The detail of scope of work is given in the tender document.

Time schedule of tender activities.

i) Last Date & Time of download of Tender Documents: **28.02.2017 UP TO 17:00 HRS**

ii) Last Date & Time of Submission of Tenders: **01.03.2017 UP TO 15:00 HRS**

iii) Date & Time of Opening of Envelope-1(Techno-commercial Bid): **01.03.2017 AT 15:30 HRS**

Contractors who fulfill the following basic qualifying requirements are eligible to participate in this tender.
2.0 The Bidder should have:

a) Experience of having Supply of Manpower to various organizations during the last 05 (five) years are invited. The details & Certificates regarding Supply of manpower is to be submitted.

The certificate in this regard should be issued by officer not below the rank of Project Manager / Unit Officer.

b) Should have valid Permanent Account Number of Income Tax.

c) It is desirable to have valid PF Registration No., Service Tax Registration number, ESI Registration No. and Professional Tax Registration No.

d) The bidders should confirm whether they are registered with MSME/NSIC. Bidder having valid registration with NSIC under unified registration scheme for category of work which is same as for definition of similar work will be exempted from submission of tender fee and EMD.

Necessary supporting documents substantiating their claim shall be submitted online along with technical bid. Bidders are also advised to ensure that they are eligible for the aforesaid benefits on the basis of submitted documents. It is to be noted that in the absence of requisite supporting documents the benefit shall not be extended and in such cases if the offer is received without requisite tender fee and EMD the bid will be rejected.

3.0 Though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if he has record of poor performance such as abandoning work, delay in Supply of Manpower, financial failure / weakness etc.

4.0 Tender documents comprising of the following are available on the website of EPI: www.engineeringprojects.com & CPP Portal: www.eprocure.gov.in and as well as on TCIL portal http://www.tcilindia-electronicitender.com

(i) Notice Inviting Tender, Special Instruction to Bidder for e Tendering, Memorandum, Form of Tender, Letter of Undertaking- (Vol-I)

(ii) Conditions of Contract - (Vol-II)

(iii) Price Bid / Bill of Quantity- (Vol-III)
5.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

6.0 Interested bidders have to necessarily register themselves on the portal https://www.tcilindia-electronic tender.com through M/s Telecommunications Consultants India Limited, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Telecommunications Consultants India Limited, New Delhi at following address to complete the registration formalities: M/s Telecommunications Consultants India Limited, 6th Floor, TCIL Bhawan, Greater Kailash – 1, New Delhi – 110 048
Contact No. : 011-26241790, 9868393717/75/92, Email-ID: ets_support@tcil-india.com

For proper uploading of the bids on the portal namely https://www.tcil-indiaelectronic tender.com (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

7.0 Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from 18:00 Hrs. on 14.02.2017 however interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay Rs. 2,000.00 (Rupees Two Thousand only) as non-refundable document fees in the form of demand draft in favour of Engineering Projects (India) Ltd. payable at Mumbai.

8.0 Relevant experience certificate and other documents as mentioned in Clause No. 2.0 (a) to 2.0 (d) of NIT, duly attested by Gazetted officer not below the rank of Project Manager / Unit Officer or equivalent or Notary Public fulfilling the qualifying criteria shall be submitted online as part of Technical Bid. Completion Certificate from clients shall be in the name of the Company who is submitting the tender. The Bidder has to produce original documents for verification at the time of opening of tender or as and when demanded.
9.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to **Clause No. 2.0 (a) to 2.0 (d)** of NIT, duly attested by Gazetted officer not below the rank of Project Manager / Unit Officer or equivalent or Notary Public fulfilling the qualifying criteria under Single Stage Two Envelope Bidding Procedure on the TCIL portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders’ representatives who choose to attend in person at the address given below on schedule date and time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders. 

The bid must be accompanied by a **Security Deposit of Rs: 50,000/- (Rupees Fifty thousand only)**. This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of SD payable favouring “Engineering Projects (India) Ltd.”, payable at Mumbai or in the form of Bank guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favouring “Engineering Projects (India) Ltd.”. The Security Deposit (SD) shall be valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without SD or inadequate amount of SD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid. Tender fee, SD (In original), and Power of Attorney, NSIC certificate as per Clause if bidder is claiming SD/Tender fee exemption and Pass Phrase (Both for technical and financial bid in separate envelope) to decrypt the bid must be submitted in physical form at the address given at NIT on or before last date and time of online bid submission. If the above documents are not received in time then there offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

10.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of issue of tender/submission of tender, the next working day will be treated as scheduled day and time for issue/submission of Tender.

11.0 EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and Liability whatsoever and to re-invite the tender at its sole discretion.

12.0 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI’s website/CPP portal as well as on TCIL portal [http://www.tcil-india-electronictender.com](http://www.tcil-india-electronictender.com) the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.
13.0 The price bid of those bidders who are qualified based on the technical documents submitted in envelope 1 shall only be opened. However, it is made clear that the offer of the L-1 bidders shall be accepted subject to the confirmation of authentically of the PQ documents from the concerned department.

14.0 EPI reserves the right to extend the date of submission of the tender or cancel the tender or accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

15.0 In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and/or EPI will reserve the right to award the tender to any one of such bidder.

16.0 In case of any discrepancy between the downloaded tender and the approved hard copy, the approved hard copy shall hold good for contractual as well as legal purposes. The tenderer shall furnish a declaration to this effect that no addition/deletion/corrections have been made in the downloaded tender document being submitted by him and it is identical to the tender document appearing on the Website.

17.0 Bidder confirms that they have read and understood and have copies of the ‘Tender Documents’ and their offer is based on the ‘tender Documents’ and caters to all the works, requirements, etc. thereof.

18.0 All correspondence with regard to the above shall be to the following address (By Post/In Person)

Subir Sagar, Manager Gr.-I (T)
Engineering Projects (India) Ltd.
Bakhtawar, 6A, 6th Floor
Nariman Point, Mumbai – 400 021
Tele fax No. 022-22882177
Office Phone- 022-22049230
Email: wro-contacts@engineeringprojects.com

For more information on EPI, visit our website at: www.engineeringprojects.com
For more information on the e-tender visit website of M/s Telecommunications Consultants India Limited, New Delhi at: https://www.tcil-india-electrontictender.com
ADDENDUM TO INSTRUCTIONS TO TENDERERS

Mode of submission of tender is through e-Bids only. Hence Clause No.1.0 of ITT is deleted.

Kindly refer “Special instructions to Bidders for e-Tendering” for downloading & uploading of tender documents as per NIT.
Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Engineering Projects (India) Ltd. has decided to use the portal [https://www.tcil-india-electrionictender.com](https://www.tcil-india-electrionictender.com) through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

**Instructions**

**Tender Bidding Methodology:**

Sealed Bid System

- Single Stage Two Envelope

**Broad Outline of Activities from Bidder’s Perspective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   - Query to Engineering Projects (India) Ltd.(Optional)
8. View response to queries posted by Engineering Projects (India) Ltd.
9. Bid-Submission on ETS
10. Attend Public Online Tender Opening Event (TOE) on ETS
   – Opening of relevant Bid-Part (PQ Application)

11. Post-TOE Clarification on ETS (Optional)
   – Respond to Engineering Projects (India) Ltd. Post-TOE queries

12. Attend Public Online Tender Opening Event (TOE) on ETS
   – Opening of relevant part (Financial-Part)
      (Only for PQ Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

**Registration**

To use the Electronic Tender® portal https://www.tcil-india-electrionictender.com, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Any Instructions for Online/ Offline Payment of Registration Fee??**

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.
**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

**TCIL/ ETS Helpdesk**

| Telephone/ Mobile | Customer Support: **011-26241790 (multiple lines)**  
| **Emergency Mobile Numbers:** +91-9868393775, 9868393717, 9868393792 |
| E-mail ID | ets_support@tcil-india.com  
| **[Please mark CC: support@electronictender.com]** |

**Contact**

| Engineering Projects (India) Ltd. Contact Person | **General Manager (Contracts)**  
| Engineering Projects (India) Ltd.  
| 6A, Bakhtawar, Nariman Point  
| Mumbai |
| Telephone/ Mobile | Tele fax No. 022-22882177  
| **Office Phone- 022-22049230** |
| E-mail ID | wro-contracts@engineeringprojects.com |
Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Technical-Part
  - Financial-Part

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Contact Persons Name: **General Manager (Contracts)**

Engineering Projects (India) Ltd.

6A, Bakhatawar, Nariman Point

Mumbai

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Original copy of the **Tender Fee of Rs 2,000/- (Rupees Seven Thousand five hundred only) and Security Deposit (SD) of Rs. 50,000/- (Rupees Fifty Thousand)** in form of DD.
2. Original copy of the letter of authorization shall be indicated by written power-of-attorney.
3. Documentary evidence with regard to registration with NSIC as mentioned in Clause No.1 (i) of NIT for tender fees waiver.
4. Pass-phrase (**Both for technical and financial bid in separate envelope**) to decrypt the Bid.

**Note:** The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in NIT Clause

**Note:** Bidders are required to pay applicable ETS bidding fees on line at the time of bid submission.
Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with ‘Acceptance of Registration by the Service Provider, provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the ‘Main-Bid’, the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, ’Pass-Phrase‘ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.
Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Engineering Projects (India) Ltd. in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

**Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Engineering Projects (India) Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted offline by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.
There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS**

Specifically for Supplier organizations, the following 'SEVEN KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of --Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided
to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from 'Bid-Submission Overview Page' only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’.

NOTE:

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*
LETTER OF UNDERTAKING
(On Company letter head)

To,
GENERAL MANAGER (CONTRACTS)
ENGINEERING PROJECTS (INDIA) LIMITED
6A, BAKTAWAR,
NARIMAN POINT
MUMBAI.

REF: TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. :

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in “Memorandum” to “Form of Tender” have been issued to me / us by ENGINEERING PROJECTS (INDIA) LIMITED and I / We hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.

2. The contents of clauses of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening “Price Bid”, I / We agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer
Dated:
FORM OF TENDER
(On Company letter head)

To,

GENERAL MANAGER (CONTRACTS)
ENGINEERING PROJECTS (INDIA) LIMITED
6A, BAKTAWAR,
NARIMAN POINT
MUMBAI.

REF: TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. :

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me / us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

2. It is agreed that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of jobs” and stipulations contained in the contract, the recovery shall be made from me/us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said “Time schedule of completion of jobs”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”.

4. Should this Tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in Tender Documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its
authorized nominees such sums of money as are stipulated in the Tender Documents.

5. I/We hereby pay the earnest money amount as mentioned in the "Memorandum" to this "Form of Tender" in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.

6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and / or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed pro-forma as referred to in condition of NIT.

Date the________________________ day of

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS):

OCCUPATION

ADDRESS

SEAL OF TENDER
MEMORANDUM

Ref: Engagement of Manpower Supply Agency

NIT No.: EPI/WRO/HRD/PER-MSA/043

<table>
<thead>
<tr>
<th>SI NO.</th>
<th>Description</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td>Engagement of Manpower Supply Agency</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td>Engineering Projects (India) Ltd.</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td>Two Part</td>
</tr>
<tr>
<td>iv.</td>
<td>Security Deposit</td>
<td>Rs. 50,000/- (Fifty thousand only)</td>
</tr>
<tr>
<td>v.</td>
<td>Duration of contract</td>
<td>02 Years</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>NIL</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>NA</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>NA</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>NA</td>
</tr>
<tr>
<td>x.</td>
<td>Validity of Tender</td>
<td>90 days from opening of Price Bid</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit</td>
<td>NA</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>NA</td>
</tr>
<tr>
<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>From 01.04.2017</td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>NA</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>As per clause no. 16 of Condition of Contract</td>
</tr>
</tbody>
</table>
xvi. Jurisdiction

Mumbai Courts

SIGNATURE OF BIDDER

NAME (CAPITAL LETTERS) : ________________________________________

OCCUPATION ____________________________

ADDRESS ______________________________________

____________________________________

SEAL OF BIDDER
## Bidders Information

| **Company Name*** | [ ] |
| **Registration Number*** | [ ] |
| **Registered Address*** | [ ] |
| **Name of Partners/Directors** | [ ] |
| **Bidder type*** | [ ] |
| Indian/Foreign | [ ] |
| **City*** | [ ] |
| **State*** | [ ] |
| **Country*** | [ ] |
| **Postal code*** | [ ] |
| **PAN/TAN Number*** | [ ] |
| (PAN/TAN number must have 10 characters. e.g. AESTG2458A) For bidders who do not have PAN/TAN number may enter TEMPZ9999 as the PAN/TAN number. |
| **Company’s Establishment Year** | [ ] |
| **Company’s Nature of business*** | [ ] |
| **Company’s Legal status*** | [ ] |
| Limited company/Undertaking/Joint venture/Partnership/others | [ ] |
| **Company Category*** | [ ] |
| Micro unit as per MSME/Small unit as per MSME/Medium unit as per MSME/Ancillary unit/Project of affected person of this company/SSI/others | [ ] |

### Contact Details

| **Enter Company’s Contact Person Details** | |
| **Title*** | [ ] |
| Mr/Mrs/Dr/Shree/Ms | [ ] |
| **Contact Name*** | [ ] |
| **Date of Birth*** | [ ] |
| (DD/MM/YYYY) | [ ] |
Correspondence Email*  
(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)

<table>
<thead>
<tr>
<th>Designation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone *</td>
<td>(Phone details eg: +91 044 22272449)</td>
</tr>
<tr>
<td>Mobile*</td>
<td></td>
</tr>
</tbody>
</table>

**BANKER DETAILS -**

<table>
<thead>
<tr>
<th>PAN NO*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TIN NO*</td>
<td></td>
</tr>
<tr>
<td>ACTIVE BANK A/C DETAILS*</td>
<td></td>
</tr>
<tr>
<td>A/C NO*</td>
<td></td>
</tr>
<tr>
<td>A/C TYPE*</td>
<td></td>
</tr>
<tr>
<td>BRANCH ADDRESS*</td>
<td></td>
</tr>
<tr>
<td>IFSC *</td>
<td></td>
</tr>
</tbody>
</table>

*Mandatory information (must be filled by the bidders)*
CONDITION OF CONTRACT

1. SCOPE OF SERVICES

1.1 Subject to terms & conditions as per details given in this document, Agency undertakes 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. DURATION OF CONTRACT / EMPANELMENT

2.1 The contract shall come into force on the Effective Date and shall unless terminated, remain in force for 02 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. The effective date of contract shall be reckoned from the date as mentioned in "AGREEMENT FOR SUPPLY OF MANPOWER".

The Contract may be renewed for further period of 02 more years by mutual consent of the parties on same rates, terms & conditions.

3. 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. 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 them under the contract will be 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 their personnel alongwith 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 weekly off/holidays and in shifts depending upon the exigency of work and will be following the prevalent timings. Their performance will be measured through job.

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 of personnel's is on need basis and shall be intimated from time to time. The period of deployment shall initially be for 1 year 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. Alternatively transport allowance may also be given to the agency personnel as per rules.

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 be allowed 12 days casual leaves in a Calendar year and 15 days earned leaves for each completed year of continuous service excluding weekly off/s and Holidays. The un-availed earned leave, if any, in a calendar year shall be carried forward till the end of the contract period and can be encashed on completion of contract period. 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) /Number of days in the month Unauthorized absence shall be viewed seriously.

4.4 Agency / Agency Personnel shall comply with the following requirements:
4.4.1 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 Employees who are not covered under ESI Act, 1948 or Workmen’s Compensation Act, 1923, Agency shall covered them under Group / Individual Mediclaim Policy for minimum sum insured of Rs. 2,00,000/- yearly (per head) or mutually agreed between employee and Agency. Premium shall be deducted from the employee’s salary on monthly basis. The policy shall be governed by IRDAI (Protection of Policy Holders’ interest) Regulation, 2002 and IRDAI (Health Insurance) Regulations, 2013 and Guidelines on Standardisation in Health Insurance as amended from time to time. Policy papers will be made available to the insured person and a copy to EPI.

All medical treatment or hospitalization of Agency’s personnel including medical examinations, vaccinations, and inoculations shall be provided by Agency at her 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 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 through the Agency only.

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 a weekly day off.

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 up to the office / project site at the time of joining duty and back on completion of assignment.

5. **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 by EPI within 15 working days after receipt of completed invoice alongwith certified time sheets in EPI. Proof of Monthly wages paid/RTGS to Bank Accounts of the individuals through RTGS alongwith the Pay slips of their employees shall be enclosed with the Invoice. The services rendered for Part of the month shall be paid on Pro-Rata basis. Invoices against reimbursement of PF and ESI contribution shall be submitted with supporting documents and electronically generated Challan for PF as well as for ESI.
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 and RTGS Number for the purpose of making payments.

5.4 The service tax as applicable shall be paid as per the rules on submission of valid invoice. Any variations in taxes and duties as introduced by government from time to time will be paid.

6. 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 to EPI.

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. 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, 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.
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 here in above shall be to the account of and be paid by Agency.

8. **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. 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.

10. **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 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. 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. 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 Majeure. The Party claiming under force majeure shall inform the other party about the occurrence of the event of Force Majeure, at the earliest but not later than 7 days from the date of such occurrence. If the Force majeure conditions last for more than 30 days the parties shall meet and decide about the future course of action.

13. 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. 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. 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 as amended, by a sole arbitrator to be appointed by CMD of EPI, or any other person appointed by CMD, EPI. The arbitration shall be conducted in the English language and the venue of arbitration shall be Mumbai. The award shall be final and binding on the parties. Arbitrator shall give reasons for the award.

16.4 Courts of jurisdiction Mumbai only.

17. 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 The 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. INCOME TAX DEDUCTION

Income Tax Deduction (TDS) shall be made from the gross amount billed by the Agency as per the rules & regulations in force in accordance with income tax act prevailing from time to time.

19. SECURITY DEPOSIT

The Agency shall keep with us a security deposit of Rs.50,000/- in the form of DD / FDR is to be pledged with EPI and it is to be valid for contract period, for due performance of the agreement, which shall be released after 30 days from the completion of the contract and discharge of all statutory obligations to the satisfaction of EPI.

20. 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.

(WATCHMAN) TERMS & CONDITION

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 eighth class. One of the Security Guard will be function as Security Supervisor and no separate charges will be paid for Supervisor. 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 designated authority of EPI. A Guard on duty will not leave the place till reliever arrives.

5. It will be the responsibility of the agency to ensure that the Security staff maintains a high degree of discipline and proper turnout.

6. 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 agency, such additional or reduced cost after due consultation with the agency shall be determined by EPI and shall be paid or deducted from the bills of the Agency and EPI shall notify the agency accordingly.

7. 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.

8. 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.

9. 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.

10. The Agency is responsible to impart appropriate security and to organize periodical refresher course for the security staff.

11. The security agency will be responsible to guard the premises as per directives with guards as required from time to time and will ensure the security of the premises including the movable property held in it.

12. The security agency will be fully responsible for payment of wages to the staff employed by it. In this regards, it will adhere and follow appropriate status, rules and regulations as form by State/ Union Government/ Statutory Authority as minimum wages Act, Workmen’s compensation Act, Provident Fund, Gratuity, ESIC and other benefit.
13. The agency agrees and undertakes that the agency will make it clear to his “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 his “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.
## Price Format

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Percentage of Basic Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Service Charges for supply of manpower to EPI on the basis of percentage of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>basic wages (Excluding Overtime, Bonus and any other allowances or benefits)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>paid to the employees of the Agency supplied to EPI on a temporary basis.</td>
<td></td>
</tr>
</tbody>
</table>

Signature:

Name:

Name of Firm:

Seal:

Date: