Annexure - I

TERMS & CONDITION OF CONTRACT

1. SCOPE OF SERVICES & GENERAL INSTRUCTIONS FOR BIDDERS

1.1 Subject to terms & conditions as per details given in this document, Manpower Service Provider/Agency undertake to provide manpower as per the requirement of EPIL by deploying agreed personnel to EPI office. The requirements may increase or decrease marginally in any/all the categories or EPIL may seek deployment of personnel of any other category as well.

1.2 The Competent Authority of EPIL reserves the right to annul all bids or discontinue this tender process, at any time prior to signing of the contract without assigning any reason otherwise.

1.3 This document constitutes no form of commitment on the part of EPIL. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Manpower Service Provider selection process.

1.4 EPIL reserves the right to vary/alter/amend the eligibility criteria for the selection of Manpower Service Provider at any time, in its discretion, before the last date of submission of proposals.

1.5 The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated times shall become the property of EPIL and will not be returned.

1.6 Once the EPIL notifies the successful bidder that its proposal has been accepted, EPIL shall enter into separate Agreement /Contract with the successful bidder and the terms and conditions of provisions of service etc. shall be specified therein.

1.7 The bidder will be bound by the details furnished by him/ her to EPIL while submitting the tender or at subsequent stage. In case, any of such
documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

1.8 The bidders must be registered under Goods and Services Tax (GST) Act and should have valid GSTIN number.

1.9 The successful bidder must submit as compliances of GST Act, the invoices in GST compliant format failing which the GST amount shall be recovered /adjusted by EPIL without any prior notice from the next invoices or available dues with EPIL.

1.10 The Successful bidder should update/upload the GST/Taxes data periodically so as to avail input Tax Credit (ITC) by EPIL, failing which it shall be recovered /adjusted by EPIL without any prior notice from the next invoices or available dues with EPIL.

1.11 The bid of the bidders who submit their bid in the proper format and with the required EMD will be evaluated. The bidders who are eligible based on the eligibility criteria will only be evaluated as per minimum eligibility criteria mentioned.

1.12 Any incomplete bids or bid with wrong /false information shall not be considered and is liable to be summarily rejected in very instance without any recourse to the bidder.

1.13 It shall be responsibility of the Service Provider to issue the employment card/photo/identity card to the deployed manpower and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider has to ensure that all its manpower (known as employees) deployed in EPIL invariably wear ID card during office hours.

1.14 The Service Provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act. or any notifications
passed there under and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the Agency to ensure all labour law compliances with respect to the manpower deployed by it and shall keep EPIL indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc., arising out of the contract awarded in respect of the present tender.

1.15 The bidder has to quote a percentage of basic wages as the service charges in the prescribed "Price Format". However the basis of determining the basic wages is the minimum wages(excluding Overtime, Bonus and any other allowance or benefits) notified by appropriate Govt. from time to time.

2.0 DURATION OF CONTRACT / EMPANELMENT / TERMINATION

2.1 The Contract for providing the aforesaid manpower shall be reckoned from the date as mentioned in "LETTER OF INTENT". The period of contract may be further extended as mutually agreed, beyond the original term of Three Years, on the same terms & conditions provided the requirement of the EPIL for such manpower persists at that time. The contract may be curtailed/terminated before the original contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Manpower Service Provider or because of change in the EPIL’s requirements etc. as may be specified in the contract to be signed between the parties. The EPIL, however reserves the right to terminate this initial contract of Three Years at any time after giving one months' notice to the selected Manpower Service Provider.

2.2 The Contract-Agreement can be terminated by either of the party at any point of time and without assigning any reasons thereof. However, notice period for such termination of Contract Agreement will be one month in advance.

Whenever, there is duplication of clause either in the Notice Inviting Tender or in the terms and conditions/agreement, the clause which is favourable to EPIL, will be considered applicable at the time of dispute.

3.0 REPRESENTATIVE
3.1 EPIL shall designate in writing a representative(s) who shall be authorized to act for and on behalf of EPIL with respect to this Agreement. EPIL 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 manpower deployed/offered by them under the Contract will be experienced in the relevant field and capable of doing work/services mentioned in the contract and as per EPIL's requirement.

4.3 AGENCY shall submit to EPIL for its 'review and approval' the bio-data of their deployed manpower/personnel along with attested copies of certificates of qualifications and experience of manpower/personnel assigned to carry out the services hereunder. The Agency shall submit the above details within 7 days of the requirement raised by EPIL and the selected manpower should join duties within 15 days from the date of issue of letter for requirement. The original testimonials should be available with the concerned Agency manpower/personnel for verification at the time of joining duties. Selection of manpower/personnel to be deployed in EPIL will be through interviews conducted by EPIL. If the empanelled/selected Manpower Service Provider is unable to provide suitable candidates after the requisitions made to them on six occasions during the contract period such Agency is liable to be removed from the list and Security Deposit shall be forfeited.

The deployed manpower can also be called for working on weekly offs/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 manpower/personnel shall be as described in assignment at Annexure-II.
The number of persons/manpower to be deputed for different categories is indicative only and the requirement of personnel/manpower to be deployed shall vary from time to time.

Arrangements for travel between the residence and the office will be made by the Agency’s manpower/personnel at their own cost in respect of personnel deployed in designated offices.

The agency personnel/manpower deployed shall be required to render services under the supervision of officers and shall normally be required to work for 8 hours a day (excluding ½ hour lunch break) 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 manpower/personnel shall be entitled for one day’s paid leave per month during their contractual engagement (excluding weekly offs and Holidays). The agency’s rate shall be inclusive of it also; if the manpower deployed is on leave, (prior approval has to be taken from the concerned HOD/Site In-charge of EPIL.

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 The manpower so deployed shall have to strictly adhere to punctuality with regard to office timings. Late arrivals, early departures and short leaves shall not be permitted in any manner.

4.4.2 The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the EPIL, so that optimal services of the manpower deployed by the Agency could be availed without any disruption.
4.4.3 All drawing, documents, data, specification, standards, manuals etc. issued or made available to Agency’s manpower /personnel shall be used only for the performance of Services as explained to the Agency’s manpower/personnel and shall be returned by Agency’s manpower/personnel to EPIL without retaining any copies thereof.

4.4.4 EPIL shall provide Personal Protective Equipment (PPE) during their deployment at Project Site to the Agency’s personnel/manpower. Agency’s personnel/deployed manpower shall follow the applicable rules of clients /EPIL and be responsible for security and protection of any of EPIL’s and Client’s materials and equipment being used by Agency or his deployed manpower/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.

4.4.5 Agency and its deployed manpower (also known as its employee) shall comply with EPIL rules and regulations including any subsequent changes/amendments or instructions whenever applicable as may be issued from time to time concerning health, safety, security etc.

4.4.6 Unless otherwise specified in the Contract or mutually agreed between the parties, Agency shall be solely responsible for and, where applicable, shall provide at its own cost and expense all facilities as may be required for its personnel/manpower deployed to perform the Services.

4.4.7 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 For all intents and purposes, the service provider shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this EPIL. All the manpower deployed by the Service Provider in the EPIL shall be the employees of Agency at all times and not have any stake or claim or any statutory benefits due or any other claims like employer and employee relationship against EPIL or claim any employment in EPIL.

4.6 In case the performance of any agency personnel/ manpower deployed assigned to EPIL is not found satisfactory, it will be open for EPIL to surrender him/ask for replacement 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 contractual personnel/ manpower deployed engaged through Agency, it can be done so by giving 15 days' notice on either side or by mutual consent. If, however, discontinuance of any agency personnel/deployed manpower is considered necessary for reasons of unsatisfactory performance / misconduct, no notice shall be required.

4.6.1 All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category. The persons to be deployed by the Agency should not have any Police Records/ Criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending.

4.6.2 That the persons deputed shall not be below the age of 18 years

4.6.3 In case of any accident/death occurs with any worker of the Agency/contractor while doing his/her job, the EPIL will not be liable in any
way and the sole responsibility for payment of compensation, etc. will be of the Agency.

4.6.4 In case of any intentional/un-intentional loss that might be caused to EPIL due to lapse on the part of worker/s deployed by the agency, such loss shall be compensated by the agency and in this connection, EPIL shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to EPIL besides imposition of penalty.

4.6.5 If any of the worker deployed by the Agency in EPIL indulges in theft or any illegal/irregular activities, misconduct, the Agency will take appropriate action as per law and rules against its erring worker in consultation with this office and intimate the action taken to EPIL.

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

EPIL 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 deployed manpower /personnel required to travel for official duties outside their place of deployment, shall be entitled to payment of travel limited to equivalent to entitlement of S1 level of regular employee of EPIL.

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 along with their monthly invoices. No direct payment, whatsoever, shall be made to individual contractual employee of Agency.
4.9 AGENCY’S deployed manpower /personnel at EPIL office / Project site will follow eight hours duty per day (excluding ½ hour lunch break) and weekly day off as applicable at the place of deployment.

4.10 Working days for all manpower engaged through Manpower Service Provider shall be 6 days (48 Hrs.) in a week. Overtime will be calculated for working beyond 48 Hours in a week.

4.11 Personnel/Manpower 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.

5.0 FINANCIAL ENTITLEMENTS

5.1 In consideration of the Services provided by Agency pursuant to in the Agreement, EPIL shall pay to Agency such amount of wages, overtime, bonus etc.( as being disbursed to the manpower deployed by Agency ) plus service charges as is specified in the Agreement.

5.2 The number of hours put in by Agency personnel/ manpower deployed shall be entered in prescribed Attendance Sheets as instructed by EPIL officers, supervising the work, who will approve the Attendance Sheets. Monthly payment shall be made to Agency by EPIL within 7 working days after receipt of completed invoice along with certified Attendance sheets in EPIL. Proof of Monthly wages paid/RTGS to Bank Accounts of the individuals through RTGS along with 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 EPF and ESI contribution shall be submitted with supporting documents and electronically generated Challan for EPF 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 EPIL. Agency shall give the name of the bank and account number and RTGS Number for the purpose of making payments.
6.0 AGENCY REPRESENTATIVE RECORDS AND REPORTS

6.1 Upon coming into force of this Agreement, Agency shall designate a competent authorized representative /Coordinator acceptable to EPIL to represent and act for and on behalf of Agency in all matters concerning performance of Services and shall inform EPIL 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 EPIL shall be deemed to be given to Agency. Agency may change its authorized representative/Coordinator by advising in writing to EPIL.

6.2 Agency shall maintain a record of the Services performed as well as of the personnel/manpower deployed 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 EPIL and without delay, whatever performance or re-performance of the service is required by EPIL / Client which is a result of error / default / negligence of its employees/manpower deployed. Such liability / obligation shall remain in force for 6 months from the receipt of completion certificate from the clients.

7.2 Agency shall indemnify EPIL, its employees /deployed manpower 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/deployed manpower 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 / EPIL 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 / EPIL 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. Ensuring that, liability of manpower deployed, public liability. Motor-vehicle, third party and that adequate cover extending to the risk and events referred to in this clause covering all employees/manpower deployed 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.

EPIL shall have no responsibility whatsoever for any loss of or damage to any property or personnel effects belonging to Agency’s employee’s/deployed manpower or agents.

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 EPIL information for any purpose other than in connection with the Contract.

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

8.2 Agency will sign Secrecy Undertakings for the Confidential Information made available by EPIL or by EPIL’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 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/deployed manpower directly or indirectly under this Contract.

9.0 Notwithstanding any dispute arising between Agency and EPIL 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.

10.0 CONTRACT INTERPRETATION & ENTIRE CONTRACT

10.1 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.

10.2 The Contract including the Annexures, attached hereto, embodies the entire agreement between Agency and EPIL 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.

11.0 FORCE MAJEURE

Neither EPIL 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.
12.0 **SUB-CONTRACTING**

Agency cannot sub-contract any work of this Contract. The Agency shall not engage any EPIL 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.

13.0 **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 EPIL shall have no relationship with the said Agency’s personnel/deployed manpower except the functional relationship stipulated under this agreement.

14.0 **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.

15.0 **APPLICABLE LAW AND ARBITRATION**

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

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

15.3 **GOVERNING LAW AND DISPUTE RESOLUTION**

15.3.1 This MOU shall be governed under Indian Laws.
15.3.2 Any dispute, controversy or claim arising out of or relating to this MOU shall be first resolved amicably by mutual discussions. When such discussions has failed, the same shall be referred to the Arbitrator(s) appointed in accordance with the terms of Arbitration and Conciliation (Amendment) Act 2015.

The courts of Delhi only shall have the jurisdiction to entertain any matter or dispute on account of any cause of action arising out of this MOU.

15.4 The service provider shall maintain all statutory registers under the Law and submit periodical returns and statements. The Service Provider shall produce the same, on demand, to the concerned authorities and to EPIL or any other authority under Law.

16.0 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, 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 time 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.
17.0 **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. If requested by agency necessary TDS Certificate shall be issued by EPIL.

18.0 **SECURITY DEPOSIT**

The amount of EMD submitted by the successful bidder along with the bid shall be converted to security deposit after award of the work to the selected Manpower Service Provider/Agency. In the event, the successful bidder fails to sign the agreement with EPIL for provision of services as sought in the tender, subsequent to its bid being accepted, the EMD is liable to be forfeited.

Further Retention Money equivalent to 5% of the Agency’s service 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 EPIL.

19.0 **NOTICES AND ADDRESSES**

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

20.0 **AGENCY DEPLOYING PERSONNEL**

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

Any notice given shall be valid on receipt.

Either party may change its notice address by advising the other in writing.
20.1 **(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/watchman to be deployed by the Agency is eighth class pass 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 EPIL 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 Guards/Watchman /Security personnel that shall be deployed to EPIL’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/Watchman/Guards posted in the premises (hereinafter referred to as “employee”) shall be under the administrative control of the designated authority of HR Division.

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

6. The agency shall be liable to make alternate arrangements in case of the absence of any Security Guards /personnel. Similarly, the Agency shall make alternate arrangements towards the weekly off, holiday, national holidays, leaves etc. and no extra payment shall be payable on this account.
7. The Manpower Service Provider shall provide two sets/pairs of Uniform per year to manpower deployed as Security Guards/Watchman and Cleaner/Housekeeping at his own cost. However the uniform of Security Guards/Watchman includes Shoes-01 pair, 01-Belt & 01-Cap every alternate year and 02 pair of socks & 02 pair of uniform (02 nos. of Shirts and 02 nos. of Trousers) per year. In case of manpower deployed as Cleaner/Housekeeping, only 02 pair of uniforms (excluding shoes etc.) per year will be issued by service provider at its own cost. The Service Provider will also ensure that the manpower deployed must wear the uniform and keep it neat, clean and tidy.

8. The Agency agrees and undertakes that the Agency will make it clear to all its manpower deployed as Security Guards/watchman (also known as its employees) that they are the employees of the Agency and that they shall have no claims against EPIL and EPIL shall not be liable to wages, salary, compensation and any statutory benefits due to its deployed manpower/its 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.