AN ISO 9001 & 14001 COMPANY

TENDER DOCUMENT

TENDER No: WRO/ CON/ HRD/ 0231

FOR

Tender for engagement of Manpower Supply Agency for supplying of Highly Skilled, Skilled, Semi Skilled & Unskilled manpower on Temporary basis at Western Regional Office and its controlling sites in different states, Engineering Projects (I) Ltd., 6-A, 6th Floor, Bakhtawar Building, Nariman Point, Mumbai-400021.

VOLUME - II

Terms & Conditions- Annexure I, Agreement-Annexure II, Self Declaration - Annexure III, Annexure A
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 undertakes 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 them 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 them 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. Service Provider shall also issue Appointment Letter, Termination, Relieving, Experience etc. to manpower / personnel as and when required and intimate to EPIL.

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” (excluding Overtime, Bonus and any other allowance or benefits).

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 (03) 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 (03) Years at any time after giving three (03) 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 three (03) months 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.

As per the requirement, agency has to assist in recruiting staff (Technical and Non
Technical) by providing sufficient numbers of bio data as per the qualification
required. Selection of manpower/personnel to be deployed in EPIL will be through
interviews conducted by EPIL. Agency has to place appointment letter for the
selected candidate. Any expenditure made on this account will be borne by the
agency.

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 casual leave (CL) per month during their contractual engagement (excluding weekly offs and Holidays) and 15 days Earned Leave for each completed year of continuous service. 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 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.

The Agency shall also be bound to discharge obligations as provided under various statutory enactments, as applicable, including the Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995, ESI Act,1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act, 1972, Workmen’s compensation Act 1923, Works Contract Act 1999, The Factory Act,1948, Child Labour Act, Income-Tax Act and other relevant Acts. Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this contract is executed. Agency shall have registration in ESIC in the state where his manpower / personnel are deployed.

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 claimer 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 30 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/E1/E2/E3 level (as applicable) 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 extra 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. Extra working time will be calculated for working beyond stipulated hours.

4.11 Personnel/Manpower deployed in office may be required to work on extra time depending on the need as indicated by the concerned HOD/Site In-charge.
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, extra working time, 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 15 working days after receipt of completed invoice along with certified Attendance sheets, electronically generated EPF Challan, ESI Challan and Professional Tax Challan (if Applicable) 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.

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 employees/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 have failed, the same shall be referred to the Arbitrator(s) appointed in accordance with the terms of Arbitration and Conciliation Act 1996 (As Amended).

The courts of Mumbai 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, 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.
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.
AGREEMENT

THIS AGREEMENT is made on this _____ day of ___________2019 BY and BETWEEN Engineering Projects (India) Ltd. (EPIL), a Company incorporated under the Companies Act, 1956 and having its Registered and Corporate Office at ____________________________ (hereinafter referred to as EPIL which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART AND THE AGENCY, M/s.__________________________ (a Company registered under Company act ), having its office at___________________________(hereinafter referred to “THE AGENCY” which expression shall, where the context admits, include their legal heirs, executors, administrators, successors and assigns ) OF THE OTHER PART.

WHEREAS: -

1. THE AGENCY carries on the business of providing manpower on purely temporary basis, in various establishments and premises at Mumbai and controlling sites in different states.

2. THE AGENCY has expressed its desire to provide these temporary manpower services to EPIL for its offices/Projects/RO within India and EPIL has agreed to avail the services of these temporary manpower.

3. THE AGENCY has represented that it has the necessary infrastructure, resources and expertise to undertake such Contract of providing temporary manpower services to the satisfaction of EPIL.

4. Accordingly, based on the tendering process resorted to by the EPIL, discussions have been held between the parties and certain terms and conditions were agreed upon by them in respect of the provision of providing such temporary manpower by the AGENCY TO EPIL with effect from _________ which the
parties now hereby desire to reduce to writing by executing this agreement.

Definition:

a) Client: Client means EPIL
b) Temporary Manpower: Temporary means the person deployed in EPIL by the Agency for performing specific functions.
c) Assignment: Assignment means specific functions assigned to temporary engaged manpower.
d) Additional days: Additional days means days on which temporary engagement works other than working days.

NOW THEREFORE THIS AGREEMENT WITHNESTH AS FOLLOWS:

1. SCOPE OF AGREEMENTS

The AGENCY shall, during the term of this Agreement provide EPIL with manpower services purely on temporary basis hereinafter referred to as the “Services” at and in respect of its office in Mumbai and controlling project sites in different states (hereinafter referred to as the “Premises”) for the consideration and as per other terms and conditions herein provided. The monthly consideration payable by EPIL to the AGENCY for the Services shall be subject to the AGENCY providing the agreed services to the satisfaction of EPIL complying with all statutory requirements and subject to deduction of any applicable tax or other amounts as required by law or as provided herein.

The Consideration aforesaid will be paid by EPIL to the AGENCY, against monthly invoices raised at the end of each month by the AGENCY, such payments shall be made within 15 working days of receipt of the said invoices. The consideration aforementioned is all-inclusive and no other amounts will be payable to the AGENCY by EPIL on any account whatsoever, unless otherwise specifically agreed to by it in writing.

The AGENCY agrees that if and when so requested by EPIL it will provide the manpower services at the premises, or any other offices of EPIL as may be required by EPIL and at rates not exceeding the rates agreed between the parties.

2. OBLIGATIONS OF THE AGENCY

The AGENCY will, for the purpose, continuously monitor the Services being rendered by it to ensure that these are up to the standards required by EPIL. The
AGENCY would comply with all the statutory requirements i.e. PF/ESI/PT etc. of temporary manpower hired by the EPIL through the Agency to the satisfaction of EPIL.

The AGENCY to comply with the provisions of all applicable labour laws such as ESI ACT, EPF and other legal and /or statutory requirements. In the event of non-compliance of the same the AGENCY has to undertake and indemnify EPIL at any cost it may incur on account of such noncompliance.

The AGENCY shall ensure compliance of all the provisions of the Payment of Wages Act, 1936, Minimum Wages Acts, 1948, Workmen’s Compensation Act, 1923, contract Labour (Regulation and Abolition Act, 1970, Employees’ Provident Funds & Miscellaneous Provisions Act, 1952, Child Labour Act and any other Act, Rules or Regulations for labour as may be enacted by the Government or any modification thereof or any other law relating thereto and rules made thereunder from time to time in respect of the personnel employed by the Agency.

The attendance rolls for the personnel’s deployed by the AGENCY at the premises of EPIL shall be provided by EPIL and it shall be monitored by the EPIL. These attendance rolls shall be verified by the designated officer of the EPIL daily.

Upon a written / oral request being made by EPIL in regards to unsatisfactory Services the AGENCY will, within 24 hours of receipt of such request, discontinue the services found to be unsatisfactory or otherwise objected to by EPIL for any reason and shall promptly take action with a view to continue rendering satisfactory services. On receipt of this request by the Agency from EPIL, EPIL will not be obliged to pay the amount in respect of the discontinued services.

Notwithstanding anything herein contained, the AGENCY will be liable to adequately compensate EPIL for any loss or damage occasioned by any act, omission or lapse, on the part of the AGENCY or of any persons deployed by it pursuant to this Agreement.

The AGENCY is aware that Services similar to those covered by this Agreement are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities. The AGENCY shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace
and protection of person(s) and property the works; neighborhood of the works, against the same.

Maintenance of all types of records in respect of the personnel deployed by the AGENCY shall be the responsibility of the AGENCY.

3. OBLIGATIONS OF EPIL

EPIL will, subject to compliance of this Agreement, and all statutory requirement and the provision of Services to its satisfaction by the AGENCY and subject to deduction of tax at source under the Income tax Act, 1961 or any other provisions of law for the time being in force, ensure full and timely payments for the Services as provided in this Agreements.

4. 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 Measure conditions last for more than 30 days the parties shall meet and decide about the future course of action.

5. INDEMNITY

The AGENCY hereby agrees to keep indemnifies and shall keep indemnified and hold harmless EPIL and its Directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Agreement or arising from any breach or non-compliance whatsoever by the AGENCY or any of the persons deployed by agency pursuant hereto or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether will full or not, and whether within or outside the premises.
6. SECURITY FOR ENSURING TIMELY PAYMENT OF REMUNERATION PAYABLE TO TEMPORARIES / RESOURCE PERSONS.

The agency will ensure that before raising the bill on EPIL of the services rendered by Temporary /Resource persons, the remuneration payable to temporary/resource person is paid on or before the 7th day of the following month and detail of payments shall be annexed to the monthly bill. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in EPIL.

7. OTHER TERMS AND CONDITIONS.

Agreement shall be deemed to have commenced as on and from __________ and shall be in force for an initial period of Thirty Six (36) months from the said date. Any extension in the Agreement period beyond this period would be by way of mutual consent and in writing only. Thereafter, the parties may extend the Agreement on same rates & Terms and Conditions.

The engagement of manpower through AGENCY shall be purely on temporary basis. The agency shall at all time make it absolutely clear to the staff hired through the agency in EPIL that they do not have any claim whatsoever for any regular employment in EPIL. Any staff hired by EPIL can be removed immediately without giving any notice to the AGENCY or the staff. The AGENCY will have to provide suitable replacement within 3 days' time.

The engagement of temporaries shall be based on the Contract between EPIL and the AGENCY for providing staff and other support services for initial period of Three (3) years. However, in case the services of the Agency are not found satisfactory, the same can be terminated by giving a three months notice.

The AGENCY shall provide the required categories of staff as per Annexure - A.

Beside the categories mentioned above, EPIL may ask the AGENCY to provide other categories of staff also on hiring basis. The essential qualification & remuneration for all such categories shall be decided by EPIL. The AGENCY will provide any other category of staff to EPIL at the same terms and conditions.

It shall be the responsibility of the AGENCY to verify the qualification and experience indicated by hired staff in their profiles. If during the course of engagement of any hired staff, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the concerned hired staff shall be
immediately discharged from its service. The AGENCY will have to provide suitable replacement within 3 days' time.

The services of the temporaries engaged are liable to be transferred anywhere in India from one job to another, one department to another, and one branch to another without any extra remuneration depending on the exigencies of the work.

The temporary engaged shall at all time maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credits and prestige of EPIL.

By virtue of the services with the EPIL, the Agency and the temporary engaged will come in possession of certain information and secrets related to EPIL. The Agency or temporaries engage through the Agency will not divulge any such secret, formula or business strategies to any other person or any organization or individual.

The temporaries deployed by the AGENCY in EPIL shall not have claim to any regular employment in EPIL. The personnel provided by the Agency will not claim to become the employees of EPI and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in EPIL.

The AGENCY shall ensure that complete confidentiality is maintained by it and all its temporaries, with regard to all information relating to EPIL, its premises, clients, business, assets, affairs and employees and that neither the AGENCY nor its persons will at any time divulge or make known to any third parties any trust, accounts, matters or transactions whatsoever pertaining to EPIL and its associate entities and which in any way come to their knowledge or attention.

Notwithstanding anything contained herein either party may, without cause, terminate this Agreement by giving to the other three (03) months written notice.

Expiry or earlier termination of this Agreement will not prejudice any rights of the parties that may have accrued prior thereto.

The outsourced personnel shall be entitled for one day’s casual leave (CL) per month during their contractual engagement (excluding weekly offs and Holidays) and 15 days Earned Leave for each completed year of continuous service. 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 encash on completion of contract period.
8. **SCOPE OF SERVICE**

In performing the terms and conditions of the contract, the Agency shall all Times act as an Independent Agency. The contract does not in any way create a relationship of principal and agency between EPIL and the Agency. The Agency shall not act or attempt or represent itself as an agent of EPIL. It is clearly understood and accepted by both parties that this agreement between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be constructed or understood as constituting either party hereto, the agent or representative in any circumstances, whatsoever, be entitled to claim themselves to be the employees of the EPIL. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at EPIL, EPIL shall have no liability in this regard.

9. **ENTIRE AGREEMENT**

This Agreement embodies the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior negotiations, arrangements, agreements and understanding between the parties. Any changes in the terms of the document can only be made in writing and by mutual agreement.

Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.

10. **ARBITRATION / GOVERNING LAW AND DISPUTE RESOLUTION**

This MOU shall be governed under Indian Laws.

Any dispute, controversy or claim arising out of or relating to this MOU shall be first resolved amicably by mutual discussions. When such discussions have failed, the same shall be referred to the Arbitrator(s) appointed in accordance with the terms of Arbitration and Conciliation Act 1996 (As Amended).

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

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Mumbai in connection with any action or proceedings arising out or in relation to this Agreement.

12. SERVICE CHARGES

EPIL shall pay service charges @____% of Basic Wages for every hired staff plus GST or any other Tax as applicable to the Agency. All the payment under this arrangement shall be subject to deduction of tax at source applicable as per the provisions of Income Tax Act, 1961.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate on their respective behalf at Mumbai on the day and year herein first above written.

SIGNED AND DELIVERED by For __________________________
The __________________________ aforesaid

    Authorised Signatory

SIGNED AND DELIVERED by For EPIL

    Authorised Signatory

In the presence of witnesses:

For M/s. __________________

1.

For EPIL

1.
SELF-DECLARATION – NO BLACKLISTING

(Date)

The General Manager (Contracts)
Engineering Projects India Ltd.,
6-A, 6th Floor, Bakhtawar Building,
Nariman Point, Mumbai-400 021

Dear Sir/Madam,

Ref: Tender for Selection of Manpower Service Provider for EPIL

In response to the Tender Document for Selection of Manpower Service Provider for EPIL, I/ We hereby declare that presently our Company/ firm ______________________ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm ______________________ is not blacklisted/debarred and not declared ineligible for reasons of corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Date……
Place…..

Signature.........
Name.........
Seal of the Organisation…
ANNEXURE-A

REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE EPIL

1. The approximate present requirement and the minimum eligibility criteria for the personnel to be deployed will be as under :-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Designation</th>
<th>Category</th>
<th>Location</th>
<th>Nos.</th>
</tr>
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<td>1</td>
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</tr>
<tr>
<td>3</td>
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<td>8</td>
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<tr>
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<tr>
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<td>42</td>
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<td>60</td>
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</tbody>
</table>

**Total**: 66

Bhilai (Chhattisgarh)

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**Note**: The requirement at above Manpower can be increased or decreased with the approval of Management as per the requirement.