TENDER DOCUMENT

TENDER No: NERO/CON/SER/MAN/381

Date: 02.03.2020

FOR

TENDER FOR PROVIDING 50 (FIFTY) NUMBERS OF THIRD PARTY MANPOWER OF DIFFERENT CATEGORY FOR NE REGION, INCLUDING PAYROLL SERVICE AND MAINTENANCE & COMPLIANCE OF ALL APPLICABLE STATUES

Notice Inviting e-Tender

NOTICE INVITING TENDER

INSTRUCTION TO BIDDERS FOR E-TENDERING

TERMS & CONDITIONS

MANPOWER DETAILS

PRICE BID FORMAT
ENGINEERING PROJECTS (INDIA) LTD.
(A Govt. of India Enterprise)

Tender No. NERO/CON/SER/MAN/381 Date: 02.03.2020

NOTICE INVITING e-TENDER

Tender for Providing 50 (Fifty) numbers of Third Party Manpower of different category for NE Region, including Payroll Service and Maintenance & Compliance of all applicable Statues.

EPI invites E-Tender on Percentage Rate basis for the following service from the eligible contractors/firms who fulfills the eligibility criteria, in single stage two bid system (Technical bid & Price bid) for the following service:-

<table>
<thead>
<tr>
<th>NAME OF SERVICE</th>
<th>Providing 50 (Fifty) numbers of Third Party Manpower of different category for NE Region, including Payroll Service and Maintenance &amp; Compliance of all applicable Statues</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPROXIMATE VALUE OF BASIC WAGES FOR 03 YEARS</td>
<td>Rs. 4,53,13,344.00 (Rupees Four Crore Fifty Three Lakhs Thirteen Thousand Three Hundred and Forty Four Only)</td>
</tr>
<tr>
<td>ESTIMATED SERVICE CHARGE ON BASIC WAGES FOR 03 YEARS</td>
<td>Rs. 33,98,500.00 (Rupees Thirty Three Lakhs Ninety Eight Thousand Five Hundred Only)</td>
</tr>
<tr>
<td>EARNEST MONEY DEPOSIT (EMD)</td>
<td>Rs. 33,990.00 (Rupees Thirty Three Thousand Nine Hundred Ninety Only)</td>
</tr>
<tr>
<td>TENDER FEE</td>
<td>Rs.2,360/- (Rupees Two Thousand Three Hundred Sixty Only) (GST @ 18% included)</td>
</tr>
<tr>
<td>PERIOD</td>
<td>36 (Thirty Six) Months, on satisfactory performance &amp; company requirement of EPIL, it may extended further.</td>
</tr>
</tbody>
</table>

The service of “Providing 50 (Fifty) numbers of Third Party Manpower of different category for NE Region, including Payroll Service and Maintenance & Compliance of all applicable Statues” shall be carried out on percentage rate Basis as per the scope and conditions as mentioned in the tender documents.

The brief scope of service included in this tender shall be for the Manpower Service Provider/Agency to undertake to provide manpower as per the requirement of EPIL by deploying agreed personnel to EPI office. The requirements may increase or decrease in any/all the categories or EPIL may seek deployment of personnel of any other category as well as mentioned in the tender documents.

Apart from above, any other services not covered above but required as per direction of EPI are deemed to be included in the scope of service. The Detailed scope is given in the tender documents.
Time schedule of Tender activities:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Date &amp; Time for Downloading</td>
<td>16.03.2020 upto 11:00 am.</td>
</tr>
<tr>
<td>of tender documents</td>
<td></td>
</tr>
<tr>
<td>Last Date &amp; Time of submission</td>
<td>16.03.2020 upto 11:00 am.</td>
</tr>
<tr>
<td>of Tenders (online and physical</td>
<td></td>
</tr>
<tr>
<td>documents)</td>
<td></td>
</tr>
<tr>
<td>Date &amp; Time of online opening</td>
<td>16.03.2020 at 03.30 pm.</td>
</tr>
<tr>
<td>of tenders (Techno-Commercial Bid)</td>
<td></td>
</tr>
</tbody>
</table>

The tenderers shall submit his query for the pre-bid meeting on or before 09.03.2020 by 12.00 hours to nerocontracts@gmail.com or by post to the address given at sl. No. 14 below.

1.0 **ELIGIBILITY CRITERIA**

Manpower Service Provider/Agency who fulfill the following requirements are eligible to participate in this tender.

The joint ventures/Consortium is not accepted.

- **a.** Previous Experience of similar nature services in Govt. departments, PSU, reputed companies at least 25 nos of manpower supply for a period of minimum 01 year.

- **b.** Should have valid PF registration.

- **c.** Should have valid ESIC Registration.

- **d.** Should have Principal Employer labour registration.

- **e.** The Bidder should have an Average Annual Financial Turnover of not less than 50.00 Lakh in the immediate last three years ending 31.03.2019 duly certified by a Chartered Accountant.

- **f.** Should have valid Permanent Account Number of Income Tax and GST registration certificate.

- **g.** Valid Shops & Establishment registration.

- **h.** Bidders shall sign and submit a bid security declaration (Performa attached as Annexure-A) on its Company letterhead accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the tender documents, bidders will be suspended to take part in EPIL’s tendering process for the period of two years from the date of occurrence of the above mentioned default.
i. Bidders who intend to get exemption from submission of Tender fee and EMD shall submit confirmation letter whether they are registered under MSME Act or not and if yes, then relevant copies of the registration letter (Registered under single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi) vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 (with the concerned DIC) certificate in the appropriate category and limit as applicable under the present tender to be enclosed in Technical Bid and a request letter for exemption from submission of Tender fee and EMD.

j. Even 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 service, not properly completing the service, delay in execution of service, poor quality of service, financial failure / weakness etc.

I) The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;
   a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.
   b) They have record of poor performance during the past 10 (ten) years such as abandoning the service, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their ongoing / past projects.
   c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.
   d) If the tenderers attempt to influence any member of the selection committee.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

The credentials of the Bidders shall be verified and inspection of the services, if required, to be carried out by EPI. If not found satisfactory, their bid will be considered non-responsive.

2.0 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 MSTC portal https://www.mstcecommerce.com/eprochome/EPIL.

   i. Notice inviting tender, Special Instructions to Bidders for E- Tendering.
   ii. Terms & Condition of services, List of Documents.
3.0 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

4.0 Interested bidders have to necessarily register themselves on the portal http://www.mstcecommerce.com/eprochome/EPIL through M/s MSTC Ltd., Kolkata 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 MSTC Ltd., Kolkata at following address to complete the registration formalities:

M/s MSTC Limited, 30 / 31A, 1st Floor, Jeevan Vikas Bhawan, Asaf Ali Rd, New Delhi, Delhi-110006 Contact No.: 033-22901004, 011-23212357, 011-23215163, 011-23217850

Availability: 10 AM to 5:30 PM on all serviceing days. Email-ID: mstcnro@mstcindia.co.in

Please mention “Helpdesk” as subject while sending emails.

The address of the tender inviting authority is give at 14.0 below.

For proper uploading of the bids on the portal namely http://www.mstcecommerce.com/eprochome/EPIL (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 MSTC Ltd., directly, as and when required, for which contact details are mentioned above. The EPI 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.

5.0 Bidders can download the bid document from the portal without paying document fees in advance; 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. 2,360/- (Rupees Two Thousand Three Hundred Sixty only) (GST @ 18% included), the GSTIN of EPI for Assam is 18AAACE0061C1ZC as non-refundable document fees in the form of Demand Draft in favour of “Engineering Projects (India) Ltd.” payable at Guwahati.

The fees to be paid to MSTC are separate.

6.0 E-Bids must be submitted/uploaded along with scanned copies of relevant documents as mentioned as per given list on the MSTC portal on or before last date & time of online bid submission. Late bids will not be accepted.

The bid must be accompanied by Earnest Money Deposit (EMD) of Rs. 33,990.00 (Rupees Thirty Three Thousand Nine Hundred Ninety Only). This shall be in the form of Crossed Demand Draft or Pay Order (in CTS form) of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable favouring “Engineering Projects (India) Ltd.”, payable at Guwahati. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid.

Tender fee, EMD (In original), Power of Attorney, NSIC/MSME (Registered under
single point registration scheme of NSIC, Govt. of India, Ministry of MSME, New Delhi vide Gazette Notification dated 26.03.2012 along with the form of Memorandum-2 with the concerned DIC certificate as per Clause No.1 (i) if bidder is claiming EMD/Tender fee exemption must be submitted in physical form at the address given at Clause No. 14.0 below as stipulated under Time Schedule of Tender Activities. If the above documents are not received in time then their 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.

7.0 The Terms & Conditions contained in the NIT and tender document shall be applicable.

8.0 The tenderers should note that the credentials such as value and volume of services completed, as submitted by the tenderers along with their offers may be forwarded by EPI to Client for his opinion. The offer of tenderers against whom client does not give satisfactory remarks shall be rejected by EPI.

9.0 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 MSTC portal https://www.mstcecommerce.com/eprochome/EPIL 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.

11.0 The price bid of those bidders who are found to be prima-facie techno-commercially acceptable based on the documents submitted at the time of bid submission and subject to confirmation of authenticity of the PQ documents/ EMD /Tender fee from the concerned department/ bank with prior intimation to them. Hence the intending bidders must furnish their e-mail id and contact phone number along with the techno-commercial part. In case the PQ documents submitted by a bidder is found to be fake the EMD submitted by him shall be forfeited by EPI without making any reference to him. Further such a tenderer shall be at a risk of losing his right to participate in any tender called by EPI for a minimum period of one year.

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

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

14.0 Tender documents shall be issued by and submitted to:

General Manager
Engineering Projects (India) Ltd.
North Eastern Regional Office
4th Floor, Hindustan Tower,
Jawahar Nagar, National Highway No.37,
Guwahati (Assam) -781022
(Tel No. 8486653300)
15.0 Contact details for manpower service related quarries only:

Shri S. Mallik, Manager-HR
Mobile No: 9874885800/ 7086071900

For more information on EPI, visit our website at: [http:// www.engineeringprojects.com](http:// www.engineeringprojects.com)
For more information on the e-tender, visit website of M/s MSTC: at [https://www.mstcecommerce.com/eprochome/EPIL](https://www.mstcecommerce.com/eprochome/EPIL)

General Manager
(Contracts)
**Instructions to Bidders for e-Tendering**

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on Electronic Tendering System (ETS) unless otherwise specified for any other Submission mode.

Broad outline of submissions are as follows:

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

Submission of Documents:
The bidders are requested to Upload and submit online all the documents as per the list given below:

*All the documents scanned and uploaded in portal should be legible clearly. Documents scanned and submitted which are not legible may lead to rejection of Bid.*

**List of Documents:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of the Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>A)</td>
<td>Documents to be signed by the Power of Attorney Holder or the Proprietor (in case the proprietor of the proprietorship company himself is submitting the tender), stamped, scanned and submitted online in MSTC portal</td>
</tr>
<tr>
<td>1.</td>
<td>Earnest Money Deposit in the form of DD or Bankers’ Cheque</td>
</tr>
<tr>
<td>2.</td>
<td>Tender fee inclusive of GST in the form of DD or Bankers’ Cheque (Separate tender processing fee to be paid online to MSTC)</td>
</tr>
<tr>
<td>3.</td>
<td>Experience certificate of having executed similar works (to be accompanied by TDS certificates in case the experience certificates issued by public limited companies listed on BSE/NSE or private party) as per the NIT</td>
</tr>
<tr>
<td>4.</td>
<td>Balance Sheet and profit and loss statement for the latest 03 Financial Years.</td>
</tr>
<tr>
<td>5.</td>
<td>PAN</td>
</tr>
<tr>
<td>6.</td>
<td>GST Registration Certificate</td>
</tr>
<tr>
<td>7.</td>
<td>EMD/ Tender Fee exemption certificate (only for tenderers who intend to avail exemption of EMD/ Tender Fee) (if applicable as per NIT).</td>
</tr>
<tr>
<td>8.</td>
<td>Registration certificate/ Memorandum and Articles of Association/Partnership Deed/Affidavit, Incorporation Certificate for Proprietor(for Sole Proprietorship Tenderers)</td>
</tr>
<tr>
<td>9.</td>
<td>All tender documents duly signed and stamped or digitally signed.</td>
</tr>
<tr>
<td>10.</td>
<td>Principal Employer labour registration</td>
</tr>
<tr>
<td>11.</td>
<td>Valid Shops &amp; Establishment registration.</td>
</tr>
<tr>
<td>12.</td>
<td>Affidavit</td>
</tr>
<tr>
<td>13.</td>
<td>Bid Security Declaration</td>
</tr>
</tbody>
</table>
B) **Documents to be submitted in Physical form at the given address as per timeline given in NIT**

The Envelop shall bear (the project name, the tender no and the words [ DO NOT OPEN BEFORE (due time & date) ]

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Earnest Money Deposit as per NIT</td>
</tr>
<tr>
<td>2.</td>
<td>Tender fee as per NIT</td>
</tr>
<tr>
<td>3.</td>
<td>Registration certificate/ Memorandum and Articles of Association/Partnership Deed/Affidavit, Incorporation Certificate for Proprietor (for Sole Proprietorship Tenderers)</td>
</tr>
<tr>
<td>4.</td>
<td>EMD/ Tender Fee exemption certificate if applicable.</td>
</tr>
<tr>
<td>5.</td>
<td>Affidavit</td>
</tr>
<tr>
<td>6.</td>
<td>Bid Security Declaration</td>
</tr>
</tbody>
</table>

Contact Persons Name & Address:

General Manager  
Engineering Projects (India) Ltd. North Eastern Regional Office  
4th Floor, Hindustan Tower,  
Jawahar Nagar, National Highway No.37,  
Guwahati (Assam) -781022  
Tel No. 8486653300  
Email id- nerocontracts@gmail.com
Bidder’s guide for EPIL portal:

1. Use browser to go to https://www.mstcecommerce.com/eprochome/EPIL

Digital Signatures
To login into the portal both Users (EPIL Officials) and Bidders will require a Class 2 or 3 Digital Signature. Bidders should have at least Signing type Digital Signatures.

A digital signature can be obtained from any Certifying Authority (CA) as per the List of CAs issued by Controller of Certifying Authorities, Ministry of Electronics and Information Technology. The list is available at http://www.cca.gov.in/cca/?q=licensed_ca.html.

The list is as under:

1. Safescrypt
2. IDRBT
3. National Informatics Centre
4. TCS
5. GNFC
6. e Mudhra CA
7. CDAC CA
8. Capricorn CA
9. NSDL e-Gov CA

System Settings
1. This portal is compatible with multiple browsers (Google Chrome, Mozilla Firefox, Internet Explorer, Opera etc.)
2. On the system where this portal is being used, the user may open the portal and click on Install Components button on the left side as shown below:
3. On clicking the button, a new window will open as shown below:

4. In this window, please save the MSTCSIGNER28082018_v2.exe file and install it.

5. Additionally, please click on Add to chrome button, to add the chrome extension, as shown below:

For other browsers please install the extension as applicable.

2. On the right side of the page click on Register as a Vendor:
3. Fill the form that appears to create username and password.

4. Once the registration is done, login with your user name and password:

5. System will ask you to verify your digital signature

6. Press Ok and select your digital signature from the List:
7. Your digital signature will be verified

8. Once login is complete, a bidder can access My Menu through the left side of the page:

9. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendums. Select Event number and click on download to download the files:

10. To submit the bid a bidder can proceed to Bid Floor through the left side My menu. In Bid Floor click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.
11. On clicking the event number, if the bidder has not paid transaction fee, system will prompt them to pay the transaction fee. They can pay the transaction fee by going to Transaction Fee payment link in their login, and pay the same through online payment (debit card, credit card, net banking etc) or RTGS/NEFT (Challan).

12. Tender can be of multiple types with price bid uploading in Excel or Technical-Price type. The bid floor for each type of event will change automatically.

On clicking the tender number one of the following screens will appear:

For 2 cover with price bid in excel

![E-Tender Technical Cum Price Bid](image)

13. For each type of event the event details including start time and close time the details will be given on the top of the page.

14. To submit the tender the bidder has to start from top left and submit the details one by one.
15. For 2 cover with price bid in excel, the bidder has to submit technical bid, by filling the details and clicking the save button.

a) After the technical bid is saved, a bidder can proceed to uploading documents through the link upload docs:

b) Please note that under no circumstance the price bid excel has to be uploaded here.

c) After the documents have been uploaded, the bidder can click on download excel to download the excel format.

d) Fill up the excel sheet as per the details given therein and tender document.

e) To upload the filled up excel click on Upload Price Button, click on browse to select the file and then click on Upload and Save encrypt file.

f) The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

16. For E-Tender Technical Cum Price Bid:

a. In the manner similar to above the bidder has to fill up Common terms, then press save button to submit.

b. Then the bidder has to upload documents as per the list shown therein.
c. Once the documents are uploaded the bidder has to submit the Technical and Price bids.

d. The bidder can then click on final submit to finally submit the bid. In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. **Please note that at the end the bid must be final submit, otherwise the same will not be considered.**

Bidder’s may note that in each case using the Delete bid button will only delete the bids and then the bidder can resubmit upload tender closing time.

Using the withdraw button the bid will be withdrawn and the bidder will not be allowed to submit any further bid in that event.

For any assistance regarding the Tender Document and/or term and conditions the bidders may contact at EPIL:

For any assistance during bid submission, system settings etc. bidders may contact at MSTC:

<table>
<thead>
<tr>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>03322901004, 01123212357, 01123215163, 01123217850</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:mstcnro@mstcindia.co.in">mstcnro@mstcindia.co.in</a></td>
</tr>
</tbody>
</table>

Please mention “Helpdesk” as subject while sending emails

<table>
<thead>
<tr>
<th>Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 AM to 5:30 PM on all working days.</td>
</tr>
</tbody>
</table>
AFFIDAVIT

Affidavit of Mr. .......................................................... S/o ..............................................

R/o ................................................................

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s .................................................... Having its Head Office/Regd. Office at ..........................................................

2. That the information/documents/Experience certificates submitted by M/s ......................................................... along with the tender for ..................... (Name of work) ................................. To EPI are genuine, true and nothing has been concealed.

3. I shall have no objection in case EPI verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case EPI demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, EPI at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.

5. I shall have no objection in case EPI verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before EPI receives said verification.

6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, EPI shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I, .................................................. the Proprietor/ Authorised signatory of M/s ................................. do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from ............................... and that no part of it is false.

Verified at ................................. this ............................... day of .................................

DEPONENT

ATTESTED BY (NOTARY PUBLIC)
Performa of
Bid Security Declaration

(To be submitted by the bidder on his Company Letter Head)

It is hereby submitted that if I/We …………………………………………………. (Name of bidder/ firm/ company) withdraw or modify the bids during period of validity, or if I/We ……………………………… (Name of the bidder/firm/company) are awarded the contract and I/We……………………………………………………….. (Name of the bidder/firm/company) fail to sign the contract or to submit a performance security before the deadline defined in the tender documents, I/We…………………………………………………………………..( Name of the bidder/firm/company) will be suspended to take part in EPIL’s tendering process for the period of two years from the date of occurrence of the above mentioned default.

Date:

Authorized Signatory

Name and Seal
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 Agreement /Contract with the successful bidder with the terms and conditions of this tender.

1.7 The bidder will be liable for 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 GST Registration number. If required they may have to obtain GSTN of other states also of NE region.

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 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 the 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. On satisfactory performance and according to company requirements it may be extended further.

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 by either party.

Whenever, there is duplication of clause either in the Notice Inviting Tender or in the terms and conditions/agreement, the clause which is favorable 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 will install a biometric (finger print based) attendance machine for the manpower so deployed at the regional office in Guwahati at its own cost. The Service Provider will submit monthly attendance reports of the manpower so deployed at the regional office in the format as generated by the biometric attendance system.

4.4.3 The Service Provider will provide the manpower so deployed, with an Appointment Letter on Contractual basis, and monthly salary slips.

4.4.4 The Service Provider shall pay the monthly salary to the manpower so deployed by the 07th (Seventh) day of every month by means of NEFT/Online bank transfer to the bank accounts of the manpower so deployed.

4.4.5 The Service Provider is required to provide all its manpower so deployed with PF Account Number, UAN Number, ESI Smart card/ESI E-Pehchan Patra to all applicable manpower and/or his/her dependant members.

4.4.6 The Service Provider will provide group mediclaim policy to all the manpower so deployed and their dependant family members, who would fall outside the purview of ESI, for an amount whose annual contribution for this group mediclaim policy would be equivalent to annual contribution of both employee’s contribution and employer’s contribution towards ESI.

4.4.7 The Service Provider is required to have a branch/local office at Guwahati, and will nominate a coordinator from its local/branch office in Guwahati, 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.

4.4.8 The Service Provider should have a valid registration under the Assam Shops & Establishment Act, 1971.

4.4.9 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.
4.4.10 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.

4.4.11 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, discipline etc.

4.4.12 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.

4.4.13 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. However invoices against reimbursement of EPF and ESI contribution shall be submitted with supporting documents.

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, all statutory contributions etc. (as being disbursed to the manpower deployed by Agency) plus service charges as is specified in the Agreement. However, service charge of agency will not be applicable on extra working time, bonus, and all statutory contributions of / for the manpower so deployed.

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 45 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/IFSC 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 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 **ARBITRATION**

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

i) Except where otherwise provided for in the contract, any disputes and
differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

(a) Such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

(b) Which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months.

The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

ii) If the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

iii) It is a term of the contract that the party invoking the arbitration shall specify the disputes, differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

iv) The Arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.

v) The work under the contract shall continue as directed by the Engineer-In-Charge, during the arbitration proceedings.
vi) Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the ‘Terms & Condition of contract’.

vii) The award of the Arbitrator shall be final, conclusive and binding on both the parties.

viii) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made thereunder and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

17.0 SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably all dispute arising out of or in connection with this contract or the interpretation thereof. Any dispute arising which cannot be amicably settled between the parties shall be referred for arbitration. The legal Jurisdiction will be “Gauhati High Court”.

18.0 TAXES & DUTIES

a) The bidder/contractor must be registered with GST and should have valid GSTIN number.

b) The bidder/contractor must submit as an compliance under GST Act, the invoices in GST complaint format failing which the GST amount shall be recovered/adjusted without any prior notice from the next invoices or available dues with EPI.

c) The bidder/contractor are required to update/upload the GST/Taxes data periodically so as to avail ITC credit by EPI failing which it shall be recovered/adjusted by EPI without any prior intimation.

d) The rates quoted by the contractor shall be “inclusive of all taxes and duties, cess including GST” which shall be reimbursed to him subject to raising of tax invoice and filing of return and payment of tax as per GST law, failing which EPI shall not be able to honour his claims for any payment. The contractor has quoted his rates knowing fully well that submission of return and display of the same on GSTN portal is mandatory.

e) Incase of any reduction in rate of GST or other taxes in future or the project getting exemption status prior to the last date of Bid submission or afterwards, the subcontractor shall pass on the benefit to EPIL immediately, failing which EPIL shall have the right to recover the differential amount from the amounts due to the subcontractor. Further in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall be paid/reimbursed to the subcontractors, subject to the condition that the client
reimburses the said increased taxes to EPIL. 
All the above reimbursements shall be admitted to the extent these are admitted by the Owner.

f) Income tax and other statutory deductions shall be made as per prevailing norms.

19.0 **SECURITY DEPOSIT & RETENTION MONEY**

The Associate Manpower Service Provider/Agency shall furnish performance guarantee on the proforma of EPI from a scheduled/nationalized bank to the extent of 5% of the value of total service fee for at least one year. In case Associate Manpower Service Provider/Agency does not provide performance bank guarantee, an amount of 5% of the value of total service fees shall be deducted from initial payments for various stages @ 50% of due payment till total deduction on this account reaches 5% of total value of consultancy fees.

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.

The performance guarantee shall be released after satisfactory completion of one year of service.

20.0 **NOTICES AND ADDRESSES**

20.1 All notices required or permitted hereunder in writing shall be deemed to have been properly given and delivered by either party hereto when 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.

21.0 **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.