



WORK ORDER

Timarpur-Okhla Waste Management Company Pvt. Ltd.

28, Shivaji Marg
New Delhi-110015

Tel No:011-66463982 Fax No: 011-66463982

CIN No. : U37100DL2005PTC135146

Vendor: 200108 Miraz Detective & Security Services Pvt.Ltd 3rd Floor, 42 Community Center, Naraina Industrial Area Phase- 1 New Delhi -110028 GST Reg No. 07AAACM5910C1ZZ	WO No :4500016057 Date :09.04.2018
---	---

Vendor's Detail Contact person : AtulMahajan Phone No. : Email_Id : mirazsecurity@gmail.com	Buyer's Detail Contact Person : Akshay Koul Phone No. : 9999770626 Email_Id : akshay.koul@jindalecopolis.com
---	--

Billing Address: Timarpur-Okhla Waste Management Company Pvt. Ltd. Old NDMC Compost Plant, Adjacent to Okhla Sewage Treatment Plant(Gate No. 1) Mathura Road New Delhi 110025 GST No :07AACCT2592F1ZC	Consignee Address : Timarpur-Okhla Waste Management Company Pvt. Ltd. Old NDMC Compost Plant, Adjacent to Okhla Sewage Treatment Plant (Gate No. 1) Mathura Road New Delhi 110025 GST No.:07AACCT2592F1ZC
--	--

Subject : Security Services for Plant
Reference : With reference to our earlier Work Order 4500013435 dated 17.08.2017, your E-mail Confirmation dated 01.03.2018 & subsequent discussions had with you

Dear Sir,
We are pleased to release the Purchase/Service/Work order on you for the following :-

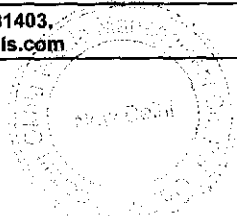
S.No.	Item Code	Description	UOM	Qty	Rate	Value
1		Security Services 2018-19				
1.01		Supervisor (3 man days per day)	MON	12.000	50,951.81	611,421.72
HSN/SAC : 998525						Applicable Tax: CGST+SGST (9+9%) ND
1.02		Armed Man (3 man days per day)	MON	12.000	46,359.41	556,312.92
HSN/SAC : 998525						Applicable Tax: CGST+SGST (9+9%) ND
1.03		Security Guard (18 man days per day)	MON	12.000	251,278.01	3,015,336.12
HSN/SAC : 998525						Applicable Tax: CGST+SGST (9+9%) ND

Basic Amount (In Words) Forty one lakh eighty three thousand seventy rupees seventy six paise	Basic Amount (INR)	4,183,070.76
Total Amount (In Words) Forty nine lakh thirty six thousand twenty three rupees forty eight paise	Central GST	376476.36
	State GST	376476.36
	Total Amount (INR)	4,936,023.48

Price Basis : FOR TOWMCPL Site
Payment Terms : As mentioned in terms & Conditions

Terms & Conditions
Payment Terms:
 1. Service provider shall raise monthly bills strictly on or before 7th of every month for the preceding month. The service provider shall submit all the supporting annexure strictly complete in all respect. Payment shall not be made unless the service provider furnishes all such documents. Payment shall be made within 30 days of submission of duly verified & certified bills by E-I-C. Payment shall be made after deduction of taxes applicable at prevailing rates as required by applicable laws to be

Regd office - A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, Mathura, Uttar Pradesh - 281403.
 Tel No : 05662 -232001-03 232426 Fax :05662-232577 www.towmcl.com E-mail ID:Info@jindalecopolis.com



deducted at source.

2. The Service Provider shall at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates set out in this order.

Taxes and Duties:

GST @ 18% shall be payable Extra as per above Breakup.

TDS Shall be deducted as per prevailing rules and regulations.

The income tax will be deducted at source at the rates applicable from time to time for which a certificate shall be issued to you.

Work Order Validity:

This work order shall be valid from 01.04.2018 to 31.03.2019

Labour Rules:

1. You shall be responsible to observe compliances with the provisions of various Acts, Rules, and Notifications etc. applicable to you such as Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, and Payment of wages Act 1936, Workmen's Compensation Act 1923 etc. and Employees Provident Fund & M. P. Act 1952.

2. You will be responsible to discharge statutory liabilities in the event of any accident in the factory premises to the labor /drivers engaged by you. Any damage/ loss to the factory equipment and property due to misuse or rough handling by your employee shall be fully compensated by you.

Safety Plan:

You shall be responsible to adhere safety rules and regulations laid down by the company and ensure to provide all safety devices and equipment to engage labor failing which appropriate action will be initiated against you in terms of warning letter and financial penalty also.

In case of any accident/incident occurred at the working place due to non-compliance of safety rules, an amount of rupees 5000/- will be recovered from you as penalty on each instance.

Nature of agreement:

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

This Agreement is for providing the aforementioned services and is not an Agreement for supply of contract labor. It is clearly understood by the Second Party that the persons employed by the Second Party for providing services as mentioned herein, shall be the employees of the Second Party only and not the First Party. The number of persons to be employed and the individual person to be employed for providing the said services shall be decided by the Second Party who shall be liable to make payments to its said employees towards their monthly wages/ salaries and other statutory dues like EPF, ESI & minimum wages.

First Party shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Second party's employees/agents or to the said employees /agents directly and/or indirectly, in any manner whatsoever.

The employees/personnel of the Second Party rendering the services under this Agreement, shall never be deemed to be the employees of First Party in any manner whatsoever and shall not be entitled to claim for employment, salary/wages, damages compensation or anything arising from their deployment by Contractor from the First Party.

LIABILITIES AND REMEDIES

In the event of failure of the Second Party to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the First party shall be entitled to procure services from other sources and the Second Party shall be liable to pay forthwith to the First Party the difference of payments made to such other sources, besides damages at double the rate of payment.

LOSSES SUFFERED BY THE SECOND PARTY:

The second party shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/ omission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.

TERMINATION & NOTICE THEREOF

This Agreement can be terminated by the Company by giving 30 days advance notice in respect thereof. This Agreement shall stand automatically terminated on the expiry of the period of agreement unless the same is extended / renewed in writing.

In case of breach of Agreement by Contractor or non-compliance of any terms and conditions, as stipulated hereinabove by the Contractor, this Agreement shall be terminated by the Company without any notice as aforesaid.

Force Majeure:

For the Purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of the Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include:

Any event which is caused by the negligence or intentional action of a Party or agents or employees, nor any event which a diligent Contractor could reasonably have been expected to take into account at the time of the execution/conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Attachment Attached:
Annexure-I: Checklist
Annexure-II: Other Terms & Conditions
Annexure-III: Special Terms & Conditions

Submission of CPBG:
Not Applicable

Liquidated Damages:
Not Applicable

Submission of PBG:
Not applicable

Warranty/Guarantee:
Not Applicable

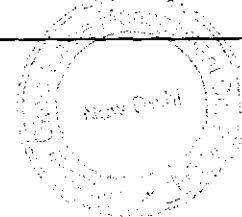
Penalty for Non-Performance:
Not Applicable

- Note:
1. The above rates are on 8 Hour per day working basis for full month operation of plant with an average of 30.5/31 days & to look after 24x7 operations at plant.
 2. Mentioned wages calculation is based on Delhi Govt. Minimum Wages (Oct. 2016) on per month basis as on date on 30.5/31 days average basis and with provision of reliever for round the clock operation at plant. In case of any changes in minimum wages by same shall be payable extra and PO will be amended accordingly.
 3. The above cost includes salary & wages, addition pay due to qualification and Exp., PF, ESI, Labour liaison, medical expenses, vehicle, accommodation, tools & tackles, PPE items and contractors profit Margins.
 4. Bank statement showing all payment to individual workers in their Bank accounts to be submitted to our H.R. Deptt. on monthly basis.
 5. Payslip of individual workers.
 6. Attendance record on biometric system at plant.
 7. P.F, ESI & other statutory payment verification through online data available with Govt. site by our H.R. Deptt.

Note:
The above Terms & Conditions shall supersede the following TOWMCPL General Terms & conditions.

**TOWMCPL'S GENERAL COMMERCIAL TERMS & CONDITIONS FOR SERVICE
(IF NOT SPECIFIED OTHERWISE)**

1. Price: The order will be treated as unit rate contract as per BOQ rates.
Prices are Firm and fix basis and shall not change during the course of execution of this Work Order and the above total basic contract value shall be inclusive of all taxes, duties, cess, any other statutory taxes for manpower and materials etc., but excluding of GST.
2. Insurance: Contractor shall arrange for the insurance of their tools & equipment in use at site, along with that of labours during the execution of work at TOWMCPL site. Contractor shall also be responsible for third party liability for his equipment(s) & manpower. Contractor shall be responsible for all the risks & consequences for gross negligence on his part.
3. Goods and Services Tax (GST): Seller has to strictly follow their tax liability as per GST act effective from 1st July-2017. Major points are covered as under and if anything is missed out or any amendment in GST act to be followed by Seller.
 - 3.1 Indigenous supplier shall be entertained only if the vendor has a valid GST registration number, which should be clearly mentioned in the offer.
 - If any specific exemption is available at Supplier's end, a declaration with due supporting documents need to be furnished by supplier for considering the offer.
 - If TOWMCPL finds any specific exemption in any of their project against Government Notification, then Seller shall have to follow the cost effective tax procedure and documentation, so TOWMCPL can avail maximum tax benefits.
 - 3.2 Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per Order, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
 - 3.3 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).



3.4 A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of TOWMCPL.

3.5 All documents like Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in Order, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the Order, then TOWMCPL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

3.6 In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then TOWMCPL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by TOWMCPL.

3.7 For any such delay in availing of input tax credit / non availability of input tax credit for reasons attributable to supplier (as mentioned above), same shall be recovered from supplier.

3.8 TDS shall be deducted at source as applicable and TDS deduction certificate will be issued.

3.9 If some of the goods and services, which have still not covered under GST act, on those goods and services, following shall be applicable:

- Service Tax shall be paid extra as applicable against submission of proof of deposition of the same. Service tax deposition proof shall be provided by the Contractor for their previous bills before clearing of their subsequent bills to TOWMCPL in normal course. Your Payment will not be held if you are not able to deposit Service Tax deposition challans against previous RA Bills due to unavoidable circumstances, but Proof of all previous service tax deposition Challan will be submitted before clearance of Final bills.

4. Contract Security Guarantee (CPBG): Contractor shall submit a contract performance Bank Guarantee (CPBG) for 10% of the Total Contract basic value as per TOWMCPL's standard format, which shall remain valid till the completion of work / job plus 01 month of claim period. CPBG shall be applicable, if basic order value is more than Rs. 1.00 Crore.

5. Mobilization Time: 02-07 days from the date of issue of work order, if not specified otherwise.

6. Work completion schedule: Timely completion of the work / job is the essence of this contract and shall be rigidly followed.

7. Liquidated Damages: Liquidated Damage will be applicable if there is a delay beyond the agreed completion period and shall entitle TOWMCPL to deduct LD @ 1% of total basic order value per week or part thereof delay, subject to a maximum of 10% of the total basic order value. LD shall be deducted from any amount payable to the supplier. However, if there is delay in providing clear fronts from TOWMCPL and for any other reasons solely attributable to TOWMCPL (Refer Completion Time Clause), the same shall be added in the completion period and accordingly LD shall be applicable.

8. Payment Term:

(A) 90% payment will be released within 15 days of submission of R. A. Bill to TOWMCPL Project In-charge/HOD duly approved and certified by TOWMCPL Project In-charge/HOD.

(B) 10% amount will be released after total completion of job and adjustment of LD Penalty, if any, duly approved and certified by TOWMCPL Project In-charge/HOD. This payment shall be released against submission of PBG of equivalent amount as per TOWMCPL's standard format, which shall remain valid till 12 months from date of total job completion.

Note: At the time of submission of each R.A Bill to TOWMCPL, Contractor has to submit reconciliation statement of free issue materials duly approved / certified by the Project / Plant in-charge.

(A) JOB EXECUTION

1) Completion Period: Timely completion of the work is the essence of this contract. Contractor shall, at all time mobilize sufficient resources for timely completion of the work. Completion Period shall be as follows:

Entire work shall be completed by as per agreement including the time period of mobilization time of release of Work Order subject to availability of material (in TOWMCPL scope of supply) and site in cleared condition.

Contractor shall start the job execution immediately after release of Work Order in consultation with TOWMCPL Project In charge/HOD and all milestone dates shall be reckoned accordingly. Soft copy of WO sent by mail and received by the contractor will be considered for commencement of activities in consultation with TOWMCPL.

Special Condition: Though the final completion schedule is defined as above, Contractor shall mobilize additional manpower/resources as directed by TOWMCPL Project / Plant Incharge to expedite the Job, if required. In case the Contractor fails to deploy such additional requirements, TOWMCPL shall be at its liberty to either cancel the Order or deploy additional resources at the cost of Contractor to maintain the revised work completion timeline, if required.

2) Mobilization: Contractor shall mobilize the complete manpower and machinery at job site as per agreement from the date of issue of work order.

3) Resources: Contractor shall deploy adequate Manpower, Equipment, Breakers, Dumpers, Tractor Trolleys, Hydra Cranes, tools, Tackles, consumables & Scaffolding material, etc appropriate to the job for carrying out the execution of work. TOWMCPL will not provide any type of tools/equipment etc for this job.

4) Additional Resources: If it is identified that additional manpower & equipment are required to be deployed in order to complete the targeted job as per schedule, Contractor shall deploy and mobilize such additional manpower & equipment immediately to avoid any such job schedule delay at Site without charging an extra cost to TOWMCPL except Special

Machines identified and agreed by TOWMCPL.

- 5) Quality of job: Entire job shall be completely as per the Technical Specifications/guidance provided by TOWMCPL. The quality of the work shall be approved by TOWMCPL / Any Third Party Agency deputed by TOWMCPL.
- 6) Quantity of Job and Quantity Variation: The Job Work shall be taken up strictly as per the Work Order; any upward variation in the quantities mentioned shall be taken up immediately with the concerned site in charge and should be addressed to him in writing well in advance.
- 7) Additional Quantity / Item: Any extra work if required to be taken up apart from the items mentioned in the BOQ, shall only be executed after receipt of work order Amendment from TOWMCPL.
- 8) Contractor shall maintain measurement book/record in the format specified by TOWMCPL for job work on daily basis and get the same certified/verified by TOWMCPL site in-charge/engineer. Contractor shall submit daily report to TOWMCPL in approved format giving the progress of job work activities. Contractor shall attend progress review meeting as desired by TOWMCPL and shall also take suitable action as reviewed in the meetings and suggested by TOWMCPL for expediting the work.
- 9) TOWMCPL shall review periodically the progress of work. TOWMCPL reserves the right to off load part or full quantity of the work under Contractor's scope to any other agency, if
- The contractor does not achieve the required progress and/or
 - Quality of work is not satisfactory.
- 10) TOWMCPL reserves the right to short close the contract without giving any reasons.
- 11) The security of all your assets, equipment and the bought out items, which will be under your possession, shall be under your scope.
- 12) All clauses including wastage clause shall be applicable as per TOWMCPL's specifications. Contractor shall bring specific cases to our notice, in case wastage exceeds the specific norms.
- 13) All work will be carried out by the contractor under the supervision of TOWMCPL engineer(s) and contractor will have no authority to take out any material from TOWMCPL Site.
- 14) Contractor's Staff, Workers & Labors will not be allowed from the factory gate without Safety Helmets & Safety Shoes.
- 15) Child Labors are strictly prohibited.
- 16) Ladies Labors / Workers with their Children will not be allowed to work at site.
- 17) Height (Height Permission required above 3.0 Mtrs Level) permission will be taken from TOWMCPL before engaging labors / Workers for working at height.
- 18) Barricading shall be done by contractor at work stations/site by safety Tape / Ribbon Contractor's scope.
- 19) Day to Day site housekeeping shall be in Contractor's scope.
- 20) Without Site Incharge, required Numbers of Site Engineers, Store Keeper & Site Supervisors Contractor will not be allowed to work at site.
- 21) Complete surveying, marking center line on foundation, Preparing Protocol are all in contractor scope of work.

(B) TOWMCPL SCOPE OF WORK AND MATERIAL:

As mentioned in Enquiry and agreed during final negotiations.

(C) CONTRACTOR'S SCOPE OF WORK AND MATERIAL:

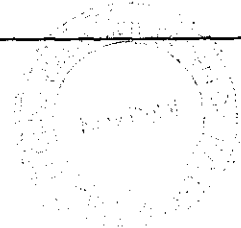
As mentioned in Enquiry and agreed during final negotiations.

(D) WARRANTY (DEFECT LIABILITY):

The Contractor warrants the quality of the Works under the Scope of Works for a period of 12 months from the date of certifications of final bill, against defective material, poor workmanship. In case the Works show any defect arising out of defective material, and/or poor workmanship during the warranty period, the Contractor shall take immediate step for rectification within 7 days of observance of such defect, free of all cost against written communication from the Company (TOWMCPL)/Engineer failing which the Company (TOWMCPL) reserves the right to carry out rectification/ replacement at the risks and cost of the Contractor and recover the expenses from the Contractor's dues to the Company (TOWMCPL) / group Company (TOWMCPL) / if any / or other means, as deemed fit per terms of the contract.

Should any defective work have been done by the Contractor shall be liable to make good the same in the same manner as if the work has been done and the materials supplied by the Contractor itself. The Contractor shall remain liable under the provisions of this clause notwithstanding the payment of any intermediate bills or settlement of the final bill.

(E) INSPECTION, SUPERVISION AND TEST:



TOWMCPL / Consultant of TOWMCPL / any nominated third party inspection agency shall have the right of inspection and supervision of the process adopted by the Contractor for the execution of the works at various stages. In case the job process adopted is not found suitable and commensurate with the desired parameters, the Contractor will be advised to adopt the correct process which will be binding on the Contractor. TOWMCPL's decision regarding the quality of work and its acceptability shall be final and binding on the Contractor.

(F) SITE CO-ORDINATION:

Contractor shall Co-ordinate with TOWMCPL Site in-charge/engineer for all activities like Mobilization of manpower, Site Clearance, Scope of Work, Process, Execution Schedule, Technical clearance, Bill Passing etc. related to execution of the Work at site.

(G) INVOICING / CONSIGNEE DETAILS:

Shall be mentioned / as mentioned in page 1 (front page RHS top corner) of the Order.

(H) CODE OF CONDUCT:

If any person(s) of Contractor is found involved in activities which are not ethical like bribing or malpractices, moral turpitude during the execution of WO, in such a situation, TOWMCPL shall have the discretion of penalizing such person(s) and/or ask the Contractor to make suitable replacement without upsetting completion schedule and quality of Works and also such activities shall entitle TOWMCPL to terminate this Work Order.

(I) If Contractor / Vendor fails to complete the Service within the stipulated completion time period OR if completed the service within stipulated completion period but not found as per desired specification & quality, TOWMCPL reserves the right to get this service completed from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred to get the service completed from alternative source will be recovered from Contractor / Vendor, if necessary by due legal process.

(J) ARBITRATION:

If any dispute or difference of any kind whatsoever shall arise between the Company (TOWMCPL) and the Contractor for the performance of the Contract whether during the progress of Works or after completion during Defect Liability Warranty period or whether before or after the termination, abandonment, it shall be resolved, in the first instance, by discussion between the Company (TOWMCPL) and the Contractor. In the event such dispute or difference cannot be resolved within 45 days of commencement of such discussion, it shall be settled by Arbitration, Sole arbitrator to be appointed by TOWMCPL under the provisions of Arbitration and Conciliation Act, 1996 of Govt. of India and any statutory modification thereof. The arbitration award shall be final and binding on the parties and losing party will bear the cost of arbitration.

(K) CIVIL JURISDICTION:

This Contract shall be governed by and interpreted in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of the Courts of New Delhi.

(L) INTELLECTUAL PROPERTY RIGHTS:

Contractor shall warrant that service given by them do not infringe any design, Patent or trademark of any third party & in event of any claim, loss or damage suffered by the company or any infringement action being taken against the company by third party, the same shall be defended at contractor's cost & contractor undertakes to indemnify the company for any such loss or damage.

(M) INDEMNITY:

Supplier shall indemnify, defend & hold harmless purchaser & purchaser's affiliated corporation & their officers, directors, employees & agent against & in respect to any & all claims, demands, losses, cost, deficiencies, including interest, penalties & reasonable attorneys' fee arising as a result of or in connection with any breach of supplier, or failure by supplier to perform, any of its representation warranties undertakings or other obligation under this agreement, any claim, should, injunction or other relief arising out of any claim that the goods are any process, technique, or mean of manufacturer adopted by supplier with respect to the goods infringes or violated any IPR. Such indemnification shall survive the expiration of termination of this agreement.

(N) CONFIDENTIALITY:

All drawings tools and samples provided by TOWMCPL to supplier for executing this order shall be our exclusive property & shall be returned to company (TOWMCPL) immediately on completion of this order. All tools will be maintained by you & in the event of damage or loss Supplier shall make good the same. Under no circumstances you shall disclose to third party(ies) the information contained in our drawings / specifications without prior consent in writing.

(O) SAFETY/HYGIENE:

i) All safety PPE should be provided by the Contractor to their workmen. Contractor shall abide by the standards of safety, Cleanliness, housekeeping from time to time and shall follow Hygiene norms prevalent in TOWMCPL and as per guidance from TOWMCPL site in-charge/engineer.

ii) Contractor's Staff, Workers & Labors will not be allowed from the factory gate without Safety Helmets & Safety Shoes.

iii) Contractor shall ensure safety of his workmen and the equipment while execution of the work. Contractor shall abide with all safety regulations prevalent in TOWMCPL and also laid down by the State and Indian Govt. contractor shall carry out the required formalities for obtaining labor license, insurance, PF etc. as laid down by the State and Indian Govt. Contractor will ensure strict adherence to the applicable statutory laws including workmen compensation policy. Contractor shall take necessary care while execution of the work for ensuring safety of his and TOWMCPL workmen/staff and equipment(s). All safety compliances for the manpower shall be under your scope.

(P) FORCE MAJEURE:

- i) The term "Force Majeure" as employed herein shall mean Acts of God, War, Riots, Revolt, Fire, Flood and Acts and Regulations of respective Governments of the two parties, namely the Buyer and the Contractor.
- ii) In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Work Order, the relative obligation of the Party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts.
- iii) Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing within 72 hours (Seventy-two hours) of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- iv) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts, without any cost implication.
- v) If job work is suspended, the Force Majeure conditions lasting for more than two months, then the Buyer shall have the option of cancelling or terminating the work order in whole or part thereof at Buyer's discretion without any liability at its part.

(Q) STATUTORY REQUIREMENTS:

- Contractor has to submit the authentic copy of following before commencement of work at site:
- i) Applicable Workmen's Compensation Insurance (WCI) policy (to be taken from any General Insurance Co.), of adequate value commensurate with risk involved in the job
 - ii) License for Labour Laws (as per Labour Contract Act of State/Central Govt., as applicable) and compliance under this Act.
 - iii) Statutory compliance under Provident Fund (PF) Act and ESI if and as applicable.
 - iv) Statutory compliance under Minimum wages Act (State / Central Govt. as applicable).
 - v) Statutory compliance under Payment of Wages Act.
 - vi) Child Labour is strictly prohibited under Labour laws & contractor shall not employ any child labour.
- (R) ASSIGNMENT & SUBCONTRACTING:** Order / contract cannot be assigned by Supplier to any third party without prior consent of the company (TOWMCPL)
- (S) LODGING AND BOARDING:**

You will have to make your own lodging and boarding arrangements for your team at site.

(T) SECURITY:

You will make own arrangement for required security services for the security of your men, material and equipment at site and will avoid theft during the execution of Work Order. In the event of any loss of material, TOWMCPL shall not be held liable.

(U) TERMINATION:

TOWMCPL shall reserve the right to terminate the contract with the notice period of 15 days without assigning any reason.

(V) RISK PURCHASE:

If Contractor fails to complete the Service within the stipulated completion time period or, if completed the service within stipulated completion period but not found as per desired specification & quality, TOWMCPL reserves the right to get this service completed from alternative sources at the contractor's risk, responsibility and cost. Any extra cost incurred to get the service completed from alternative source will be recovered from Contractor / Vendor, if necessary by due legal process.

For Timarpur-Okhla Waste Management Company Pvt. Ltd.

Prepared By

Checked By

Authorised Signatory

ANNEXURE – I

Contractor / Service Provider Checklist

Name of Service Provider / Contractor:
Number engaged :
Purpose for which engaged. :

	Yes	No
License under Contract Labour (R & A) Act.		
PF Code of Service Provider		
ESI Code of Service Provider		
Mediclaim Insurance & GPA coverage by Service Provider to his employees		
Wages Register Maintained		
Safety adherence by Service Provider's employees		
Challan for PF Deposit submitted every month along with bill		
Challan for ESI Deposit submitted every month along with bill		
Attendance records with the respective monthly bill		
PF accumulation statement provided to his employees for the previous year/s		

Details of any legal case (in pendency) against its employees

Handwritten signature

Handwritten signature


ANNEXURE- II

TERMS & CONDITIONS

Contractor shall be responsible for the following:

1. Contractor to get **License** from licensing officer of the area, after getting form V filled from Employer.
2. All contractors, irrespective of whether they are covered under the Contract Labour (R&A) Act or not (i.e. whether they employ 20 or less than 20 workmen) should present, whenever demanded, attendance and wage registers and such other statutory registers as may be required, to the employer / the Government Labour Officer / the EPF Inspector / the ESI Inspector.
3. Contractor shall submit to Employer photocopies of **Form No. 2** (Nomination Form) of EPF & MP Act and **Form I** Declaration Form of ESI Act (with photo) for their record.
4. Contractors shall ensure to deposit contributions on or before due date i.e., PF by 15th and ESI by 21st of subsequent month.
5. PF, ESI & other statutory deductions & deposits to be done by the contractor as per law. Hence PF, ESI etc deduction should be on components as per law which alongwith Employer's (Third Party (Contractors) contribution is deposited with appropriate authorities. This receipt copy of the deposit of PF/ESI etc to be submitted each month as proof of deposit.
6. Contractor shall have attendance register with his stamp on it at the factory gate where attendance of contract workers is marked. At the end of the month, contractor shall submit a photocopy of attendance record duly signed and with official stamp on it.
7. All registers and other records required to be maintained under the Act and Rules shall be kept at an Office or the nearest convenient building within the precincts of the work place and produced on demand before the Inspector.
8. Contractor to submit a copy of the license duly renewed to the employer at the beginning of each year. Application for renewal of licenses shall be made in Form VII (in triplicate) not less than 60 days before the date on which the license expired.
9. Contractor to submit bill on his letter head only.
10. Maintenance of all type of records in respect of Contract Labour,
11. Contractor shall ensure that contract Worker are **Supervised and Controlled by Contractor Supervisor only**. No leave / advance should be sanctioned by Employer. Similarly disciplinary action should also be taken by Contractor only.
12. Contractor shall ensure that Labour is paid at least minimum wages as fixed by State Government (Section 21).
13. **Contractor shall submit to Employer annexure A & annexure B every month from the Third Party /Contractor of PF and ESI deposits under Contractor's own allotted codes.**
14. In case ESI is not applicable, **Third Party/** Contractor to get his workers covered under Workmen Compensation Policy to ensure that compensation for death / injury under Workmen

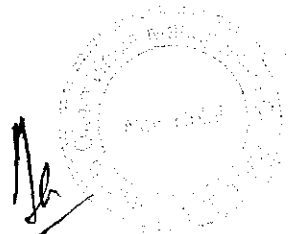


WO: 4500016057
Dated: 09-04-2018

Compensation Act, 1923 is paid in accordance with law. A photocopy of Workmen Compensation Policy with covering letter of Contractor should be obtained by HR Department for records.

15. Third Party/Contractor required to pay bonus and gratuity to Contract Labour.

shy



DUTY TO MAINTAIN PRESCRIBED REGISTERS AND RECORDS

CONTRACTOR

1. To obtain license and renew it as per rules.
2. To maintain register for each registered establishment in form XIII.
3. To issue Employment Card in form XII within three days of employment.
4. To issue a service certificate in form XV on termination of service.
5. To maintain Muster roll in form XVI and register of wages in Form XVII.
6. Register of Deduction for Damages in Form XX.
7. Register of fines in form XXI.
8. Register of advances in form XXII.
9. A Register of Overtime in Form XXIII.
10. To issue wage slips in Form XIX.

To submit half yearly Return in Form XXIV (in duplicate) so as to reach the licensing officer concerned not later than 31st July and 31st January of every year respectively.





ON THIRD PARTY / CONTRACTOR'S LETTER HEAD

Monthly Statement for the month of _____ of employees deployed as Security Guard / Labour
by _____ having ESI / PROVIDENT FUND CODE No. _____ obtained from

S.No.	Name	Insurance No. / PF No.	Wages Paid	Amount of ESI/PF Deducted

The contributions in respect of our above mentioned employees have been deposited in _____
vide Challan No. _____ dated _____ (name of Bank & City). Copy of Challan is enclosed.

PROPRIETOR / DIRECTOR

Encl.: Copies of Challans

Ahlyk

Se



**UNDERTAKING TO BE SUBMITTED EVERY MONTH BY THIRD PARTY/ CONTR ACTOR
ALONGWITH BILL**

I, _____ S/o. _____ Proprietor / Partner / Director of _____ do hereby declare and undertake as under:

1. That in the capacity of independent contractor of _____ (Employer) I / We have complied with the provisions of Contract Labour (R & A) Act 1970 in holding a valid license under the Act & Rules. I have paid the wages for the month of _____ to all my employees and no dues are payable to any employee.
2. That I have covered all employees under Employees Provident Fund and Miscellaneous Provisions Act and Employees Insurance Act and deposited the contributions under our code numbers and as such no amount is due.
3. That, I further declare and undertake to reimburse the Employer in case any liability pertaining to my employees is to be discharged by the Employer or Employer is authorized to deduct the same from my dues as payable.

PROPRIETOR / PARTNER / DIRECTOR

[Handwritten signature]

[Handwritten signature]

[Circular stamp]

UNDERTAKING TO BE SUBMITTED BY THIRD PARTY

(On Rs. 10/-Stamp Paper)

I, _____ S/o. _____ Proprietor / Partner / Director of _____ do hereby declare and undertake as under:

That in the capacity of independent Third Party of _____ (Principal Employer) I / We have complied with the provisions of Contract Labor (R & A) Act 1970 in holding a valid license under the Act & Rules.

That I shall ensure to maintain all statutory compliances while hiring and deploying manpower at client premises.

That I have covered all employees under Employees Provident Fund and Miscellaneous Provisions Act and Employees Insurance Act (ESI/WC) and shall deposit the contributions under our code numbers and as such no amount is due.

That I shall further ensure coverage of all my employees working at client premises for Insurance and GPA Coverage,
Hospitalization and Medical Claim,
Ensure Safety adherence by all employees,
Other benefits.

That I further declare and undertake to compensate the Principal Employer in case any liability pertaining to my employees is to be discharged by the Principal Employer or Principal Employer is authorized to deduct the same from my dues as payable.

PROPRIETOR / PARTNER / DIRECTOR

Date:



ANNEXURE - III

Special Terms & Conditions-I

1. The Service Provider shall
 - a) Engage authorized and experienced Guards / Security officer / Gunman (Civilian / Ex-Servicemen) with valid licenses who are able-bodied persons.
 - b) Train their manpower in the manner as reflected in their training manual & as per the best industry practice before the deployment.
 - c) Deploy experienced civilian Guards / Security officer / Gunman (Ex-Servicemen / Retd Police Official) only, for reliever or absenteeism.
 - d) Appoint one Security Supervisor (SS). The SS shall submit a daily report to Engineer-in-charge, including but not limited to, the deployment, dealing, inter alia, daily activity undertaken by the agency and progress made by the agency.
 - e) Issue identity cards to its manpower duly endorsed by TOWMCPL
2. You shall provide Uniform, Cap, Shoes, Belts, Rain Coats, Winter Clothing, Stick / baton , four cell torch to each guard at its own cost and ensure that they wear the same while on duty.
3. Operations / Services will be supervised / instructed by the authorized representative of TOWMCPL
4. Proper attendance records should be maintained which will be inspected / scrutinized by the TOWMCPL
5. You should engage proper personnel to handle the operations most effectively and without any lapses to patrol the plant at all times, and checking the vehicles and undertaking search of the vehicles of employees, workers contractor's workers and other personnel at all common and exit gates.
6. You should arrange surprise checks to supervise the performance and smart and neat clean turnout of the security personnel provided by it.
7. The member of the security personnel provided by Service Provider shall be the employee of the Service Provider only. The security personnel will be under the functional control of TOWMCPL and obey the instructions of the officers of the TOWMCPL .The personnel so provided will be smart, trained in security functions and duties physically fit and capable of discharging the duties entrusted to them.
8. In case of theft or pilferage or break of fire or any such events occurring at the site which undermines the security of the TOWMCPL assets, the Service Provider shall report the incident first to the TOWMCPL representative, and as per advice to the police. These matters should be followed up if they are referred to the court of law. During the currency of the contract, the service provider shall be held solely responsible for all the losses due to negligence in the services and



owner at its discretion may recover all the losses from the services provider and/or terminate this contract, if required.

9. The officer in charge of the Security of the TOWMCPL and other person's specifically authorized by them shall give instructions in regard to the security arrangement, procedure of the movement of the personnel, materials and vehicles etc. The security services shall report all matters on daily basis to the security executive of the TOWMCPL or any person authorized by TOWMCPL.
10. The Service Provider shall cover at its cost all its employees under the provision of the ESI Act / insurance Act and the scheme made there under and provide the particulars of ESI Code No / insurance No of the insured persons etc to the TOWMCPL. If ESI facilities / scheme do not exist at site, necessary insurance policy engaged by them. A copy of valid insurance policy should be submitted to the TOWMCPL within 30 days.
11. The Service Provider should obtain necessary labor license and other permits / approvals as applicable from the government of Delhi at their cost. Copies of these documents shall be submitted to TOWMCPL
12. The Service Provider shall ensure that no member of the security staff provided by itself be member of any Trade Union or take interest and shown patronage or loyalty in such trade union activities.
13. The Service Provider shall be solely responsible for all the accidents and personal injuries sustained by the security personnel employed by it.
14. Termination Notice: TOWMCPL reserves the right to terminate the contract after one month advance notice in writing.
15. All registers & other records required to be maintained under the act & rules shall be kept at an office or the nearest convenient building within the precincts of the work place & produced on demand before the Inspector.
16. Contractor to submit bill duly stamped & certified representative by authorized representative.
17. Contractor to submit a copy of the license duly renewed to the employer at the beginning of each year. Application for renewal of licenses shall be made in Form vii (in triplicate) not less than 60 days before the date on which license expire.