

Heavy Engineering Corporation Limited



Notice Inviting Tender For Providing Engineering and Allied Services through *e-Tendering*

**Tender Reference- HEC/PROJ/CONTRACT CELL/2021/887
DT 02.08.2021**



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Preface

HEC Ltd invites offers through e-tendering mode from reputed Firms/ Agencies for empanelment as “**Manpower Service Provider**” for providing experienced technical & non-technical manpower in areas mentioned below on contract basis for a period of **three years**, to be deployed at our various Project Sites, Plants & offices:-

Technical:-

For Degree - B.E/ B.Tech in Mechanical, Electrical, Electronics, Civil, Electrical & Electronics, Information Technology, Production Engineering, Computer Science Engineering.

For Diploma - Mechanical, Electrical, Electronics, Civil.

Non-Technical

CA/ CMA/ MBA in Finance, Graduate in Law (LLB), MBA in HR

Accordingly, offers are invited from reputed firms/ agencies having proven track record of providing such Manpower to **EPC companies/ reputed Government/ PSU/ Pvt. Organization** and having adequate no. of competent manpower at their disposal.

The requirements of suitable experienced manpower (Engineering & Allied Services) for our various projects sites have been indicated under **Annexure-II**.

Tenders are invited electronically through website. Tenders are to be submitted strictly as per guidelines furnished in the website of <http://etenders.gov.in>.



Overview of Heavy Engineering Corporation Limited

Hheavy Engineering Corporation Limited, is one of the leading suppliers of capital equipment in India for steel, mining, railways, power, defence, space research, nuclear and strategic sectors. It also executes turn-key projects from concept to commissioning. Set up in the year 1958, HEC has acquired expertise in its field through its more than half a century's experience.

With seamless integration of its facilities, HEC is one of the largest integrated engineering complex. Sprawling in an area of around 2100,000 sq.m, HEC has facilities starting from steel melting, casting, forging, fabrication, machining, assemble and testing. It has its own in-house research and product development wing to deliver products suiting customers' specifications.

HEC is headquartered at Ranchi, the capital city of Jharkhand, in eastern part of India, and also has its manufacturing facilities located here, A well-suited location nearing to customer sites and proximity to the ports for import items, is an added advantage for its cost-effectiveness.

Founded primarily to facilitate manufacture of steel plant equipment indigenously, HEC has made immense contribution in setting-up, expansion and modernization of steel plants in India. In due course, HEC had diversified to different sectors and made commendable contributions towards manufacture and supply of import-substitute products. Bestowed with the onus of making the country self-reliant for heavy engineering equipment and services, HEC continues to contribute in the nation-building endeavour.

It consists of the following units:

- Heavy Machine Building Plant
- Heavy Machine Tools Plant
- Foundry Forge Plant
- Projects Division



Acronym

1	HEC Ltd	Heavy Engineering Corporation Limited
2	NIT	Notice Inviting Tender
3	RFP	Request for Proposal
4	NIC	National Informatics Centre
5	CCA	Controller of Certifying Authorities
6	UAM	Udyog Aadhaar Memorandum
7	BOQ	Bill of Quantity
8	NDA	Non-Disclosure Agreement
9	MSME	Micro, Small & Medium Enterprises
10	NSIC	National Small Industries Corporation Limited



Elucidation

The following terms wherever used in the tender document and during the execution of the work, shall, unless excluded by or repugnant to the context, have the meaning attributed thereto as follows:

- **“Company”/ “Corporation”** means Heavy Engineering Corporation Limited.
- **“Tenderer”/ “Bidder”/ “Agency”/ “Service Provider”** means any Company/ Firm/ Undertaking responding to Request for Proposal and who makes a Bid.
- **“Bidder’s Representative”** shall mean a person who shall be so declared by the Bidder and who shall be authorized under a duly executed Authorization Letter. He/ she shall be responsible for proper execution of Agreement as per terms and conditions of the tender document.
- **“Request for Proposal”** means the Technical Bid, Price Bid & other Annexure including Addendum, if any, issued to this tender document.
- **“Contract”** means an agreement entered into between HEC Ltd and the selected Bidder in terms of clauses mentioned in the tender document and agreement.
- **“Manpower Services”** means all services provided by the Bidder as described in this NIT.



Schedule of Tenders

SI	Particulars	Date/ Remarks
1	Tender Reference No. - HEC/ PROJ/ CONTRACT CELL/ 2021/887 Dated: 02.08.2021	
2	Application Fee for Tender Papers	₹ 10,000/-(Ten thousand Only)
3	Mode of Tender	e-Tender with e-price bid
4	Type of Tender	Two Part Tender : Part 1 – Techno-Commercial Bid & Part 2 - Price Bid
5	Tender Issuing Authority	Sri C. S. Prasad, DGM (I/C)/ Purchase & CC Project Division, Phone No. – 0651- 2401266
6	Contact Person for submission of Bid	Mr. C. S. Prasad/ DGM (I/C)/ Pur. & CC. Email: chandraspd@hecltd.com, Mobile No. 7547879023 Mr. Pradip Kumar/ Sr. Manager Email: pradip.kumar@hecltd.com, Mobile No. 7903027288
7	Start date of online submission of Tenders	02.08.2021 1:00 PM
8	Time & last date of submission of Tender	16.08.2020 03:00 PM
9	Time & last date of Opening of Tender	17.08.2020 3.00 PM
10	Validity of Tender	90 Days from its submission
11	Validity of Price/ Quoted Commercials	3 years from the date of contract with successful bidder
12	Earnest Money Deposit (To be submitted in the form of DD in favour of Heavy Engineering Corporation Limited payable at Ranchi)	₹13,09,000/-(Rupees Thirteen lakh Nine Thousand only)
Due date and time for online opening of Price Bid of technically suitable firms – Will be intimated through e-tender Portal.		

Bidders are required to upload the bid along with all supporting documents including price part (Price Bid/ BOQ) only on the e-tendering website (<http://etenders.gov.in/eprocure/app>), on or before the due date and time for submission of bid.

NOTE: HEC reserves the right to extend/ change the schedule of any activity by intimating the bidders through a notification on the e-tender portal.



Contents of tender documents

The contents of this tender document also comprises of the following mentioned below:

1	Annexure I	Terms & Conditions
2	Annexure II	Area of work, Nos. of Personnel required, Qualification & Experience required
3	Annexure III	Techno-commercial Bid (Part- 1 Bid)
4	Annexure IV	Details of companies for which recruitment work undertaken during last seven years
5	Annexure V	Declaration
6	Annexure VI	Bidder's Profile (In case of Individual Bidder)
7	Annexure VIA	Bidder's Profile (In case of Company/ Partnership/ Proprietorship)
8	Annexure VII	Undertaking towards Non- Blacklisting/ Banning
9	Annexure VIII	Non-Disclosure Agreement
10	Annexure IX	No Deviation Format
11	Annexure X	Bank Guarantee Format for Earnest Money Deposit/ Security Deposit
12	Annexure XI	Time Schedule
13	Annexure XII	Format for Contract Agreement
14	Annexure XIII	Format for Integrity Pact
15	Annexure XIV	Format for Affidavit
16	Annexure XV	BOQ/ Price Bid (Part-2 Bid)

a) Requirement for Bidders

- P.C. connected with internet.
- Registration with Service provider portal <https://etenders.gov.in>.
- The vendor should possess a Class-II or Class III Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- In case of any clarification please contact M/s. NIC, before the schedule time of the submission of bid. Contact Person: **Shri Kushal Kumar: 09852923855/ 7903884318**.
- Registration/ Enrolment of Bidder on e-tender Portal of HEC: In order to submit the bid, the bidders have to get themselves registered online on the e-tender portal of HEC Ltd with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

2.0 Registration

For registration, submission procedure and method of correspondence etc. please visit our website: <https://www.hecltd.com/> <https://www.etenders.gov.in> and click on the relevant link for help.

3.0 Help for participating in e-tender

The detailed method for participating in the e-procurement are available in the website <https://www.hecltd.com> or <https://www.etenders.gov.in>. The bidders have to Log on to official website and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact person of the service provider to get all clarifications regarding the mode of the e-procurement process.

NB:

- Please note that there is no provision to take out the list of parties downloading the tender document from the above referred website. As such, tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
- No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer who have downloaded the documents from website. Please see websites i.e. <http://www.hecltd.com> or <http://www.etenders.gov.in>.

4.0 The offer should be submitted (uploaded) strictly as per the terms and conditions and procedures laid down in the website <https://www.etenders.gov.in> failing which the offer is liable for rejection. Bidders should download the complete NIT including the Annexure and read carefully before filling the details and uploading the documents.

5.0 The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.

6.0 The bidder must upload all the documents including all the Annexure/ Forms/ supporting documents required as per the terms of NIT. (Any other document uploaded which is not required as per the terms of the NIT shall not be considered.) Incomplete forms are liable to be rejected.

7.0 It may pleased be noted that E-tendering or e-procurement fall under the preview of the Information Technology Act 2000 and Information Technology (Amendment) Act 2008 and other relevant acts and subsequent amendments if any.

8.0 There will be no physical sale of the tender documents.

9.0 Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

10.0 PREPARTION OF TENDER DOCUMENTS

Tender is to be submitted in two bid system in the following manner and shall be submitted through electronic mode only:

- **Techno-Commercial Bid:** The offer is to be scanned and uploaded in our portal consisting technical details as per **Annexure 'III'**.

No price part is to be uploaded in this part.

- **Price Bid/ BOQ:** This part of the offer should contain price portion. The format of Price Bid/ BOQ which in excel format shall be downloaded by the bidder and rate offered by the bidder shall be filled in the excel file and uploaded the same excel file of e- tendering system while submitting the offer as per **Annexure 'XV'**.

The price bid/ BOQ which is incomplete and not submitted as per the instructions given will be liable for rejection.

Price Bid is to be submitted online only in price bid section of e-procurement website. Price Bid submitted in Technical Bid or in hard copy will lead to rejection of tender.

Note:

Bidders are requested to upload all the attachments/ documents in separate PDF File in Other Important Documents (OID) or as indicated in the online instructions. For example if more than one document is to be uploaded in support of Eligibility criteria or provenances criteria or any other requirement then bidder must prepare separate PDF file of all the related documents and then upload in the system in OID.

11.0 Disclaimer Clause

Neither the Company (Heavy Engineering Corporation Ltd.) nor the service provider (www.etenders.gov.in) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

12.0 Language

The language of the bid shall be English.

The bidders will have to accept unconditionally all the terms and conditions of NIT including Commercial and General Terms and Conditions and other conditions, if any, along with online undertaking in support of the authenticity of the declarations of the facts, figures and

documents furnished by the Bidder. If any information/ documents are found to be false or misleading the Bidder will be disqualified.

13.0 Commercial Terms & Conditions:

- The quoted rate shall be inclusive of all charges.
- Price should be quoted exclusive of GST. The firm shall have to provide the GSTIN no and HSN code of offered service/ product/ material.
- Validity of offer: The offer shall remain valid for **90 days** from the date of opening of the tender.
 - (i) Conditional offers are liable to be rejected.
 - (ii) **Inspection Clause:** Services offered may be subject to inspection by our Inspection Wing or by Inspection Agencies or as prescribed by us.
 - (iii) **Delayed/ Late Tender:** There is no obligation on our part to accept the delayed/ late tender received after due date of opening and are liable to be summarily rejected.
 - (iv) Self attested copy of the Permanent Account Number (PAN) of the Income Tax shall have to be uploaded along with the offer.
 - (v) The Corporation does not pledge to accept the lowest **or** any tender. It reserves the right to accept the whole **or** any part of the tender **or** portion of the quantity offered and the tenderer(s) shall have to supply the same at the rate quoted.
- Order placed as a result of this tender shall be subject to the **GENERAL TERMS & CONDITIONS** of the Contract of the Corporation, which can be downloaded from our website: www.hecltd.com.
- Corporation reserves the right at any time to call for and examine the Books of Accounts and any other documents and papers of the firm for the purpose of ascertaining whether any excess payments have been made or the firm is likely to receive undue benefit out of execution of the particular Contract
- If there is a discrepancy between words and figures, the amount in words will prevail.
- Please go through tender documents carefully and submit your lowest offer accordingly confirming your acceptance of each and every clause mentioned in this tender.
- HEC Ltd reserves the right to assess bidder's capability and capacity to execute the work using in-house information/visiting Agency's premises, if required, and by taking into account their past performance.
- Bids from consortium/ joint venture shall not be accepted.
- HEC Ltd reserves the right to reject any or all tenders wholly or in part without assigning any reasons thereof.
- HEC Ltd reserves the right to withdraw/ cancel this tender at any time, without informing the parties concern.

Note:

In case Bidder is covered under MSME criteria, it is mandatory to furnish/upload MSME Certificate having UAM no. in Bid Documents.

MSME firms will have to declare/ furnish registration of UAM Number (Udyog Aadhar

Memorandum by Ministry of MSME) on Centre Public Procurement Portal failing which they shall not be able to avail the benefits available to MSME contained in Public Procurement Policy for MSME order 2012 issued by ministry of MSME.

“HEC is registered on TreDS governed by RBI Guidelines and our registration no. is HE0000320. All MSME firms are advised to be registered on RXIL (Receivable exchange of India, Mumbai).

It is to be specified clearly in your offer that the firm is NSIC/SSI/MSME and also confirm whether the firm is owned by SC/ST entrepreneurs.

14.0 Penalty and Risk & Cost -

- b) Timely Delivery of Manpower in every situation is the essence of the Contract and the Successful bidder has to maintain compliance of Service & Delivery of Manpower as per HEC's requirement failing which Penalty shall be imposed by deducting amount @ 0.5 % per week of delay subject to a maximum deduction of 10% of the total contract value.
- c) **Risk & Cost Clause:** HEC Ltd. may take the service from elsewhere, without notice to the successful bidder and without cancelling the contract in respect of “Providing Manpower (Engineering & Allied) Services” in event of the failure of the successful bidder to provide the same or in the event of breach of any of the terms and conditions mentioned in the order at the risk and cost of the defaulting bidder. In the said case, the Contract or a portion there of may be cancelled.

15.0 Jurisdiction of Courts

All contracts will be in accordance with the prevalent Indian Laws and all disputes will be subject to the jurisdiction of Ranchi Court only.

16.0 Right to Termination/ Cancellation

Notwithstanding anything contained in this document, HECL, reserves the right to cancel/ terminate the bid/ offer process without assigning any reason whatsoever, at any time, prior to signing of the contract with no liability by a notice of three month.

17.0 MANDATORY REQUIREMENTS FOR BIDDERS: (to be uploaded with the offer)

- a) **Seven (7) years** of similar work experience for providing qualified competent manpower for technical and non technical streams respectively to any **EPC Companies / Reputed Government/ PSU/ Pvt. Organizations** to undertake their jobs along with work completion certificate duly issued by such companies. **Work Completion certificate is mandatory.**
- b) The Service Provider should be registered with Income Tax Authorities. The self attested/ or copies attested by notary public of PAN issued by the Authorities shall be attached with the bid.
- c) The service provider should be registered with GST department and self attested/ copy attested by notary public of GST registration certificate issued to the Service Provider shall be attached with the bid.
- d) The Service Provider should be registered with PF & ESIC authorities and self attested/ copy attested by notary public of the registration certificate of both PF & ESI duly issued by the authorities shall be attached with the bid.

- e) The bidders should give a declaration that they have not been banned or delisted by any Government or Quasi Govt. agencies or PSU's. If a bidder has been banned by any Government or Quasi Govt. agencies or PSU's that must be clearly stated and it may not necessarily be a cause for qualifying him. If this declaration is not given, the bid will be rejected as non responsive.
- f) Financial standing – Documents to be enclosed with the offer should be certified by bank, audited profit & loss account, Balance sheet, annual turn-over, access to adequate working capital.
- g) Bidders have to upload Integrity Pact and Affidavit as per Format given at Annexure XIII and XIV respectively.
- h) Availability of key personnel for supervision and management of the work indicated.

18.0 QUALIFYING CRITERIA:

Technical Qualifying Criteria

Experience of having successfully completed similar works in terms of deployment of experienced/ fresher technical & non-technical manpower on contract basis to **EPC companies/ reputed Government/ PSU/ Pvt. Organization** during **last 7 Years** ending last day of month previous to one in which bid application is invited should be either of the following.

- Three similar completed works costing not less than Rs 4.24 Cr.
(Rupees Four Crore & Twenty Four Lacs only) Or
- Two similar completed works costing not less than Rs 5.30 Cr
(Rupees Five Crore & Thirty Lacs only) Or
- One similar completed work costing not less than Rs 8.47 Cr
(Rupees Eight Crore & Forty Seven Lacs only)

Details with Value, Name of the Client etc are mandatorily to be uploaded as documentary evidences for **Completion Certificate**

Similar work” means those minor/major works of intermittent/continuous natured/ short time duration appearing in engineering / manufacturing / structural & civil industries which consist of performing such work assignment as specified in Annexure –II mentioned hereinafter in this tender through technical and non technical personnel having relevant experience.

Financial Qualifying Criteria

- 1) Average annual financial turnover of the service provider during last three (3) years, ending 31st March of previous financial year should not be less than **Rs 3.18 Cr (Rupees Three Crore and Eighteen Lacs Only)**. In this regard, Audited Annual Accounts, Profit & loss account, Balance sheet have to be furnished. On account of Covid-19 Pandemic in case the bidder is unable to submit, Audited Profit & loss account and Balance sheet for FY 2020-21, then evaluation of Average Turn-over will be done based on Average Turn Over for Last three Years considering Provisional Balance Sheet and Provisional Profit & Loss Account duly certified by Practitioner Chartered Accountant for FY 2020-21.

d) EARNEST MONEY DEPOSITION (EMD) and TENDER FEE

EMD shall be for Rs 13,09,000/- (Rupees Thirteen lakh Nine Thousand only) and to be submitted in the form of DD/ Bank Guarantee. DD should be made in favour of “Heavy Engineering Corporation Limited” Payable at State Bank of India, Ranchi. In case EMD is considered to be submitted in the form of BG, the same shall be valid for minimum 6 months from the date of submission of the tender. (As per Annexure X). Bids unaccompanied with EMD shall summarily be rejected

Earnest Money of unsuccessful bidders will be refundable after finalization of contract in due course on receiving a written request from the bidders.

For the successful tenderer, the Earnest Money will be converted to Security Deposit.

No interest will be payable on Earnest Money and Security Deposit.

Exemption from deposition of Earnest Money for MSME or any other category will be guided as per prevailing Government directives on production of documentary evidence in its support.

Tender Fee = Rs 10, 000 (Rupees Ten thousand only).

Tender Fee shall be Rupees Ten thousand (Rs. 10,000/-) and to be submitted in the form of DD only shall be made in favour of “Heavy Engineering Corporation Limited” Payable at State Bank of India, Ranchi. **Tender Fee is not REFUNDABLE.**

20.0 SECURITY DEPOSIT (SD)

- a) On acceptance of the Tender, the Successful tenderer shall furnish a Security Deposit for an amount equivalent to 10% (Ten percent) of the total value of the Contract, before signing of the agreement. The same shall be submitted in the form of a DD/Bank Guarantee. DD should be made in favour of “Heavy Engineering Corporation Limited” Payable at State Bank of India, Ranchi from any of the Nationalised Banks or Scheduled Banks in Ranchi and operable at Ranchi Jharkhand only. For BG, proforma of the same is attached at Annexure X.
- b) In case the Successful Bidder is not capable to submit security deposit @ 10% of Total Contract Value either in the form of DD or BG , Security Deposit for 5% of Total Contract Value can be submitted in the form of DD/BG and rest 5% of Total Contract Value shall be retained against monthly RA Bill .
- c) The total Security deposit shall be refunded to the successful bidder on completion of Work.

21.0 Selection Procedure of Firm/ Agency:

The selection of the Manpower Providing Firm out of those who submit their offer to provide the desired Manpower (Engineering & Allied) Service will be done through two steps.

Step – I (Consideration of Technical Bid): The eligibility of the Manpower providing Firm will be considered first by studying their past experience and ability as per the data furnished. If required, further data may be solicited from the bidders. In case one qualifies in the Technical Bid then only its Price/ Financial Bid will be considered.

1. **Techno-Commercial Bid shall be evaluated on the basis of the following documents :**

- a. Bidder's profile (Refer **Annexure-VI or VI (A)** given hereinafter).
 - b. Declaration (Refer **Annexure-V** given hereinafter).
 - c. Earnest Money Deposit (EMD).
 - d. Application Fees of Tender Document.
 - e. Qualification Criteria as mentioned above.
 - f. PAN Card, GST Registration Certificate etc.
 - g. PF & ESI registration certificate issued by the concerned authorities.
 - h. Valid Labour License issued by the office of Regional Labour Commissioner (Central), issued under Section 12 of Contract Labour (Regulation and Abolition) Act 1970 in respect of existing running Contractors only.
 - i. A copy of Partnership Deed / Memorandum of Association in respect of a Partnership firm and a Company, as the case may be.
 - j. List of Work-orders executed their detail, contract value and number of personnel trade-wise deployed enclosing therewith the copies of work-orders where the bidder is/was rendering similar services.
2. Corporation reserve the right to ask for any document which may be required for evaluation/ Clarification/ Verification of the technical bid.
 3. Submission of any document after opening of bids shall not be allowed except asked for as per Point- 2 above.
 4. Conditional offer of Technical Bid will be liable for rejection.
 5. Conditional offer of Price Bid shall be straight way rejected.

Step- II (Consideration of Price/ Financial Bid): Financial Bid of any bidder will be considered only when they qualify in the Techno-commercial Bid.

The L-1 bidder will be decided based on combined lowest value for required no of Personnel on Package basis on the basis of cumulative lowest value at the end of 3rd Year considering Grand Total Consolidated remuneration with Service Charge , Escalation in % of Consolidated monthly remuneration per consecutive year and Service charge in % on Escalation per consecutive year quoted by the Bidder in the Price Bid.

22.0 Payment Terms:

- a. Payment will be made once in month on satisfactory completion of work in a particular month after verifying the claims submitted by the Manpower Service Provider for the

said month. The claims should be supported by all requisite documents pertaining to payment of salary, CPF, ESI. Statutory taxes, etc. in respect of the preceding month.

- b. Service providers have to submit their monthly running Tax Invoice's to Executing Authority in **quadruplicate** supported by certified quantity of work assignments accomplished, monthly inspection-cum-measurement report, salary-payment-sheets duly certified by the authorized representative of the Shop/ Department who had witnessed the payments made to the personnel for the said month or has satisfied himself that salary of the personnel have reached to their individual bank account. The Executing Authority will verify the performance and recommend the payable amount as well as recovery against penalties and other amount, if any to Associate Finance for making payment accordingly.
- c. The payments will be made to the Manpower service provider through NEFT/ RTGS only, which will be received by the Service Provider himself or his duly authorized representative as per the Mandatory form submitted by the bidder.

23.0 Sub-Contracting

The successful Bidders shall provide all services through its own company and no sub-contracting is allowed. However, if sub-contracting for specialized work is required, the successful bidders shall obtain written permission from HEC Ltd.

24.0 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligation under this RFP and subsequent contract to the extent such failure or delay or both is caused, directly or indirectly, without fault of such party, for any reason beyond its reasonable control, including but not limited to, by fire, flood, Pandemic, earthquake, elements of nature or on occurrence of strike, war, terrorism, riots, civil, disorders and other similar calamity.

Limitation of Liability

HEC Ltd reserves the right to claim for the consequential losses suffered by HEC Ltd for non-compliance of the contract on the part of the successful bidder. The Bidder's liability for such damages under the contract shall not exceed the total value of this contract.

However, the limitation of liability is not applicable for the cases where it is found and proved that the liability is arising out of an action performed with a mala fide intention/ fraud.

25.0 Declaration for Blacklisting

The Bidder shall confirm as given in **Annexure 'VII'** that it has not been banned or black-listed by any Government or Quasi- Government agencies or PSUs.

26.0 Non-Disclosure Agreement / Confidentiality

The empanelled agency & its manpower shall maintain confidentiality of data, information and other matters in connection with the execution of any work awarded by HEC Ltd. The undertaking regarding confidentiality must be given at Non-Disclosure Agreement/ format given in **Annexure 'VIII'**.

27.0 Authorization Letter

The Service Provider has to produce Authorisation letter to indicate the name of person /persons who will act as Authorised signatories to act on behalf of it.

28.0 Indemnity

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/ reports and any such resultant action in consequence of these events takes place, the exemplary/ punitive/ recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.

29.0 Deviation

Deviation, if any, is to be captured in the deviation format given in **Annexure- 'IX'**. If the deviations are not captured in the desired format then the company/ firm is deemed to have accepted all the clauses and that there are no deviations.

30.0 Paying Authority

Finance / Project Division, Heavy Engineering Corporation Limited, Plant Plaza Road, Hqrs. Ranchi – 834 004.

31.0 Arbitration

Any dispute or difference, whatsoever arising between the firms out of or relating to the RFP shall be referred to the sole arbitration of the CMD/ Director (Personnel) whose decision shall be final and binding. The arbitrator shall give reason(s) for the award. Subject to the above, the provisions of Arbitration Act, 1996 and the Rules made there under shall be deemed to apply to the arbitration proceedings under this clause.

32.0 How to Apply:

Offers/ Quotation are invited from the interested Manpower Providing Firms to provide technically qualified Manpower to meet the temporary need of Engineers & Non-Technical Personnel at the company's various project sites, Plants, Offices.

The offers/ quotations have to be submitted in online mode only. The Firm/ Agency shall only be accepted after the receipt of EMD & Tender Application Fee to be sent to the office of **“DGM (I/C)/ Purchase & CC/ Project Division, Heavy Engineering Corporation Limited, Plant Plaza Road, Dhurwa, Ranchi – 834004”** super scribing the envelope with tender notice number & name of the work.

All the letters/ proposals by Bidders shall be on the letter head of the Agency. In case of proprietary Agency, the bids shall be signed by the proprietor. In case of partnership Agency, the bids shall be signed by all the partners or alternatively by a partner holding power of attorney for the Agency in which case a certified copy of partnership deed and current address of all the partners shall also be required. In case of a limited company or a

PSU or a Corporation, a duly authorized person holding power of attorney shall sign the Bids. Signature of Tenderer is required on each page.

TERMS & CONDITIONS

A. General

- a. The Eligibility & Selection Criteria of the Manpower to be provided by Successful bidder shall solely be the discretion of HEC Ltd. The successful bidder will have no right to raise any objections on selection criteria/ methodology to be adopted by HEC with regard to selection of eligible candidates.
- b. During the process of Selection, the actual years of experience of selected Candidates may vary and the Escalation duly quoted by Successful Bidder will be applicable accordingly (in case there) for increase in years of experience for Degree and Diploma Holders. In case of Candidates having experience more than 10 Yrs, the monthly remuneration will be paid to them equivalent to 10 Yrs of experience.
- c. The Manpower provided by the service provider will be on the rolls of the Manpower Providing Firm.
- d. For the present manpower engaged will be for a period of up to 3 years but may be terminated earlier by giving 3 months advance notice for each individual person so provided.
- e. The Service Provider/ Agency must have proper mechanism for intake, verification of candidates' character and antecedents, Management and Placement of the skilled manpower. The persons engaged by the Agency should not have any adverse Police records/ criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to HEC Ltd. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from HEC Ltd.
- f. The bidder will be bound by the details furnished by them to HEC Ltd, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable or legal action besides termination of contract. Price/ Financial bid of only those tenderers whose offers are declared technically suitable shall be evaluated.
- g. Selection of the eligible & suitable candidate shall be decided by conducting Interview by Service Provider. HEC representative may be invited in the Selection Process.
- h. The contracting company/ firm/ agency shall furnish following documents in respect of the persons who will be deployed by it in HEC Ltd before the commencement of work.
 - i. List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - ii. Bio-data of the person with photograph affixed.
 - iii. Character certificate from a Gazetted officer of the Central/ State Government
 - iv. Certificate of Verification of antecedents of persons by local police authority.

- v. A committee as appointed by Successful bidder will evaluate the documents of selected Candidates.
- i. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- j. The Agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with the authorities of HEC Ltd so that optimal services of the persons deployed by the agency could be availed without any disruption.
- k. The service provider shall engage necessary persons as required by HEC Ltd from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to **pay their salary/ salary in time i.e. before 7th day of every month. There is no master & servant relationship between the employees of the service provider and HEC Ltd** and further the engaged person of the service provider shall not claim any absorption.
- l. The service provider's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements and administrative organizational matters as all are confidential/ secret in nature.
- m. The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of HEC Ltd. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
- n. The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/ her/ their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to HEC Ltd because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- o. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- p. The transportation (TA&DA), food, medical and other statutory requirement in respect of each personnel of the service provider shall be borne by the service provider.
- q. In case of deputation of Degree /Diploma Holders at Site, Site allowances as applicable are to be paid by the Service Provider and the same amount shall be reimbursed through running bills.
- r. **The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of HEC Ltd. The Service Provider will provide the required nos of Personnel as per Annexure-II , however in case there is any increase or decrease in total nos of Personnel at a later date as per HEC requirement, the same will be executed by the Service Provider as per same Rate, Terms and Conditions of the Contract**
- s. **The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/ her own personal reason, the payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.**

- t. The service provider shall be contactable at all times and message by phone/ mail/ Fax/ Special Messenger from HEC Ltd to him/ her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by HEC Ltd implementing the Contract from time to time.
- u. HEC Ltd shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- v. That the agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. Are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If HEC Ltd suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by HEC Ltd for the same. The agency shall keep HEC Ltd fully indemnified against any such loss or damage.
- w. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- x. The service provider must provide Identity card to its personnel which should be different from those used by the regular personnel of HEC Ltd. Ranchi. Sample of Identity card will have to be submitted by the service provider for approval of HEC Ltd. Ranchi.
- y. **SITE-IN-CHARGE:** Service provider or his authorized representative shall be Site-in-Charge who will take the instructions from the Executing Authority/ Controlling Officer and accomplish the work. The Service Provider will intimate his as well as his authorized representative's contact address and telephone number to the Executing Authority/ Controlling Officer to contact them.
- z. The age limit of personnel should not exceed 50 years.

B. Financial

- a. **Bids offering rates which are lower than the minimum wages as prevailing in Jharkhand state for the pertinent category would be rejected.**
- b. **GOODS & SERVICE TAX (GST):** Price of all bidders must be exclusive of **GST** and they are required to indicate **GST** in **percentage (%)** or **value** separately in their **Price bid (Part-II)**. Applicable **GST** is payable to **successful bidder** extra. Payment of **GST** will be made to **successful bidder** on the basis of timely submission of **GST invoice** as per **GST rule** and submission of all documents as per payment terms. The payment of **GST** will be regularized against submission of documentary evidence, the successful bidder has to file **GST return** as per **GST rule** so that **ITC (Input Tax Credit)** shall pass on to HEC account. If loss occurs in taking credit of **GST** by HEC due to the fault or error of **successful bidder**, the same will be recovered from next bill of **successful bidder**. Any increase in **GST** after expiry of the specified completion period of the contract will not be entertained by **HEC**.
- c. Other statutory deduction as per **Income Tax & GST (TDS)** will be applicable.
- d. **Conditional quoted rates** will not be considered and such offers will be rejected.
- e. In the event of non-execution of the contract or withdrawal before expiry of validity period, the Earnest Money/ Security Deposit will be forfeited.

- f. The security deposit will be forfeited in case if supply of manpower is delayed beyond the period stipulated by HEC Ltd or noncompliance of the terms of agreement by the service provider or frequent absence from duty/ misconduct on part of manpower supplied try the agency.
- g. The agency shall raise the Tax Invoice, in **quadruplicate**, along with a copy of record of hours (project wise) duly certified by HEC Site In-Charge of the respective site. Agency shall submit their invoice at the end of each month for the services rendered during the month.
- h. The Tax Invoice shall accompany copies of PF & ESI Challan, attendance sheet, GST deposit challan etc.
- i. In case of unauthorized absence of deployed personnel from their Workplace, per day Salary and Service Charge shall be deducted against the running bills of Service Provider. Further for continuous three days of unauthorised absence, one day Salary and Service Charge both shall be deducted per each three days of absence against the running bills of Service Provider.
- j. HEC Ltd reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

C. Fraud and Corrupt Practices

- a. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, HEC Ltd may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice undesirable practice or restrictive practice in the bidding process.
- b. Without prejudice to the rights of HEC Ltd under Clause C (a) , hereinabove, if an Applicant is found by HEC Ltd to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by HEC Lid during the period such Applicant is found by HEC Ltd to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may.
- c. For the purpose of this clause C (a), the following terms shall have the meaning hereinafter respectively assigned to them.
 - i. **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - iii. **“Coercive practice”** means impairing or harming or threatening to impair of harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;

- iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

D. Legal

- a. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum salary Act, Provident Fund Act, Employees State Insurance Act, Payment of salary Act, Factories Act, etc. In respect of the persons deployed by it in HEC Ltd.
- b. It is obligatory on the Service Provider to ensure that salary should be not less than the minimum salary fixed by the central govt./ state govt. which is available from time to time and all statutory requirements such as provident fund, employees' state insurance and bonus etc. must be incorporated in salary.
- c. The Service Provider shall also be liable for depositing GST on account of service rendered by it to HEC Ltd to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- d. The Service Provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand to the concerned authority of HEC Ltd or any other authority under Law.
- e. The agency shall be responsible for payment of salary/salary to each personnel employed by him and such salary shall be paid on or before 7th of every month to their respective bank account. Further it is ensured that the service provider should complete the process of payment of salary to the personnel before submitting the Tax Invoices to HEC Ltd.
- f. It is obligatory on the Agency to ensure all statutory requirements such as Provident Fund, Employees State Insurance and Bonus etc. must be incorporated in salary. Also annual increment must be given by the service provider to their employees.
- g. The personnel deployed shall not be below the age of 18 years and not above 50 Yrs and they shall not interfere with the duties of the employees of HEC Ltd.
- h. In case, the tendering Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof HEC Ltd is put to any loss/ obligation, monetary or otherwise, HEC Ltd will be entitled to get itself reimbursed out of the outstanding Tax Invoices or the Performance Security Deposit of the Agency, or the extent of the loss or obligation in monetary terms.
- i. The service provider's personnel shall not claim any benefit/ compensation/ regularization or services from HEC Ltd under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to HEC Ltd.
- j. In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by HEC Ltd besides annulment of the contract.

- k. For all intents and purposes, the service providing Agency shall be the “Employer” within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in HEC Ltd. **The persons deployed by the Agency in HEC Ltd shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Heavy Engineering Corporation Ltd, Ranchi.**
- l. **Discloser of Relationship:** The Bidder has to declare whether the proprietor or any partner of the partnership firm or Director of their Company, as the case may be, has any relation with any employee working in any Plant/ Offices of HEC and if so the bidder shall declare the name of such employee and his relationship. The bidder shall also declare whether he has relationship with any of the Directors of HEC within the meaning of Section 6 of the Companies Act, 1956 and if so, he shall furnish the details thereof. The Proprietor/ Partner/ Director of the bidder firm/ Company must submit a declaration whether any of his/ their member(s) or relative(s) is/ are partners/ Director of any other bidder(s) participating in this bidding at the time of opening of Techno-Commercial bid. If so, only the lowest bid of such firms/ company shall be considered.
- m. **Agreement:** The successful bidder is required to enter into an agreement with the company on a Non-Judicial Stamp Paper of Rs. 100.00 (Rupees One hundred only) as per the proforma prescribed by the Company within 15 days from the date of issue of Letter of Acceptance/ Work Order.
- n. Service Provider is required to cover all the personnel engaged by him under ESI as applicable. In case of any accident, the Corporation will not be liable to pay any compensation.

E. Compliance of statutory provisions:

- i. The Provident Fund Contribution @ 12% (or as applicable) made from the deployed personnel's salary and equal amount as Service Provider contribution shall be deposited with the EPF Authority by the Service Provider under the provisions of Employees Provident Fund and Miscellaneous Provision Act 1952. If it is not deposited by the Service Provider, the same shall be deducted from the bills of the Service Provider and deposited by the Company to the concerned authority.
- ii. The ESI Contribution payable to the Corporation (w.e.f 01.07.2019) in respect of deployed Personnel shall comprise of Employer's Contribution and Personnel's Contribution at a specified rate. The Personnel's contribution rate is @ 0.75% (or as applicable) of Salary and that of Employer's is @ 3.25% (or as applicable) of the Salary paid /payable in respect of the Personnel in every Salary period. Personnel in receipt of daily average salary up to Rs 176 (w.e.f 01.09.2019) are exempted from payment of Contribution. Employer will however contribute their own share in respect of these Personnel. If ESI as per said Rule is not deposited by the Service Provider, the same shall be deducted from the bills of the Service Provider and deposited by the Company to the concerned authority. However in case of deposition of ESI to the Concerned authority by the Service Provider, HEC shall reimburse the actual amount to the Service Provider on production of documentary evidence.
- iii. All the Statutory Rules and Regulations, Govt. Acts, guidelines issued by the corporation from time to time in the matter shall be followed.
- o. The Courts at Ranchi will have exclusive jurisdiction for any issue / dispute arising out of or in connection with this contract.

F. Contractor's Responsibilities:

- a. The Service Provider will grant leave to his personnel as per their entitlement. The personnel are to be engaged on all working days of the month except National/Festival Holidays. In case of exigency of work the Service Provider may engage his personnel on National /

- Festival Holidays. In that case the personnel engaged should be suitably compensated by grant of compensatory leave in lieu of National/Festival Holidays. Leave policy of the service provider must be as per government norms.
- b. The personnel engaged shall be given one day rest in a week.
 - c. No salary period should exceed one month.
 - d. The Service Provider will make its own arrangements for fund to pay his personnel **on or before 7th day of every month** even if payment by Corporation has not been made to them.
 - e. The Service Provider will take adequate precautions to **avoid damage or loss** to the Corporation's property and injury to any person. In case of any damage or loss or injury, the Service Provider will be fully responsible and will have to compensate the damage. This will be without any prejudice to such other action, which the Management of the Corporation may take depending on the circumstances of the loss or damages or injury.
 - f. The Service Provider will report immediately to the Executing Authorities any accident occurred to his personnel out of in course of their engagement inside the factory premises/ Project sites.
 - g. Once the work is completed in terms of the works contract, the Service Provider will prepare the final Tax Invoice in **full and final settlement of the claim** duly certified by the Controlling Officer of the related work indicating that nothing is outstanding against the Service Provider.
 - h. The Service Provider should either himself or his authorized representative be physically present **every day during working hours** and he or his representative will report to Executing Authorities daily for taking instructions and for coordinating the work and maintaining the various records i.e. quantum of works done, personnel engaged etc. The acts done by the authorized representative shall be binding on the Service Provider
 - i. The Service Provider shall visit the site of work and get himself satisfied about the modalities and conditions of work as well as make necessary arrangement for the **safety and welfare of his personnel** such as protective-clothing, safety shoes, helmets, etc. Before start of work.
 - j. The Service Provider will have to submit **daily report for the personnel engaged** on the day for work to the Controlling Officer with effect from the date of commencement of the work till completion.
 - k. The Service Provider shall strictly adhered and comply the following statutory obligations and Labour Laws :
 - i. The Service Provider shall be required to obtain Labour Licence for engagement of personnel from the Competent Authority before commencement of the work.
 - ii. The Service Provider shall submit applications forwarded by the Controlling Officer/ Executing Authority of the concerned department to Contract Cell for obtaining photo gate pass of his personnel.
 - iii. The Service Provider shall follow the Gate Pass procedure.
 - iv. The Service Provider shall issue employment card and salary slip to all personnel engaged by him.
 - v. All the personnel of the Service Provider should be enrolled as member of the Provident Fund and PF contributions of the personnel are to be deducted from the salary paid to them. The same is to be remitted along with an equal amount (Employer's Share) to Regional Provident Fund Commissioner, Ranchi (RPFC) to the State Bank of India against the Provident Fund Code No. Allotted to the Contractor

within 15 (fifteen) days of each month with intimation to the Contract Cell/ Project Division/ HMBP/ HEC Ltd...

- vi. The Service Provider shall submit all relevant returns / reports to the RPFC within the specified dates and maintain all records properly.
- vii. The Service Provider shall maintain Registers under the provisions of the Factories Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Salary Act, 1936 etc and rules made there under.
- viii. The Service Provider shall send the returns / reports to the Licensing Officer and other concerned authorities as are required under different provisions of Law.
- ix. The Service Provider shall be required to ensure his personnel **under the Death Cum Injury Policy of the** Insurance Company, Required premium shall be borne by the service provider. The corporation shall not bear any responsibility for payment of compensation medical expense in case of accidents of these personnel.
- x. The service provider shall have to get their personnel examined by a registered medical practitioner, preferably by HEC Wellness centre at their own cost. There are two types of medical examination i.e. (i) pre-employment medical examination and (ii) periodical medical examination. The examination reports shall be submitted to the Contract Cell in the prescribed format. If contractor fails to do so, a penalty as deemed fit shall be levied and medical examination shall be done by the Corporation.

Area of work, Nos. Of Personnel required, Qualification & Experience required

HEC-Ltd intends to empanel reputed Manpower Providers for providing experienced technical and non-technical manpower on Contract basis for a period of **3 Years** as per the details given below to be deployed at our various Project Sites, Plants & offices.

Sl. No.	Qualification & Area of Work	Minimum Experience in Years	Type of Experience	Numbers Required
1	B.E/ B.Tech in Mechanical, Electrical, Electronics, Civil, Electrical & Electronics, Information Technology, Production Engg, Computer Science Engg.. Diploma in Mechanical, Electrical, Electronics, Civil	4	Experience in any reputed Engineering/ /Manufacturing Industry.	B.E/B.Tech -22 Diploma -10
2	B.E/ B.Tech in Electrical / Computer Science Engg..	1	Experience in any reputed Engineering/ /Manufacturing Industry.	02
			Qualification Degree is only required	01
3	CA/CMA/MBA (Finance)	1	Experience in any reputed Commercial Organization /Industry. Preference will be given for exposure in Finance & Accounts.	03
4	MBA in HR	1	Experience in HR Function of any reputed Organization	03
5	Law Graduate (LLB)	1	Experience in Law in any reputed Organization/ Law Firm /Judiciary System.	02

Techno – Commercial Bid (Part-1 Bid)

To,
DGM (I/C)/ Project Division
Heavy Engineering Corporation Limited,
Plant Plaza Road, P.O.- Dhurwa
Pin code-834 004

Sir/ Madam,

With reference to your advertisement in Newspaper and your Corporation's website, I/We hereby submit my/ our Technical Bid for providing requisite Manpower required by you for the period asked for in the NIT. I/We also accept that all details mentioned below are true to my/ our knowledge.

Sl. No.	Particulars	Remarks/details
1	Date of Establishment	Upload documents
2	Are you a Registered Firm with Registrar of Companies? If yes please furnish the Registration No. With year of registration and copies thereof	Upload Certificate of Registration
3	Details of Work Order & its completion certificate of completed similar work with reference to clause 18.0 of NIT	
a	Three similar completed works	Upload
b	Two similar completed works	Upload
c	One similar completed work	Upload
4	Average Annual Financial turnover during last three years for FY 2017-18, 2018-19, 2019-2020. In this regard, Audited Profit & Loss Account and Balance Sheet to be furnished.	Upload Upload Upload Upload Upload
5	Details of Manpower trade wise deployed with qualification details.	Upload detailed list of manpower
6	Are you agreeable to ensure Compliance of all statutory payments like CPF, EDLI, ESI, Bonus etc. From your end as per law. Please mention Yes/NO.	Upload Confirmation
7	Copy of Provident Fund Registration certificate and ESI Registration/Compliance Certificate. .	Upload PF Registration Certificate Upload ESI Registration Certificate
8	If empanelled by HEC, are you agreeable to abide by the terms and conditions of Agreement for providing manpower. (Yes/No)	Upload Confirmation
9	Are you agreeable to make payment of salary to the Manpower provided on contract? Please mention Yes or No.	Upload Confirmation

10	Name of the Companies worked for during last 5 years as has been given at Annexure IV. Please mention Yes/ No.	Upload Confirmation
11	Copy of PAN Card (Self Attested/ attested by notary public)	Upload PAN Card
12	GST Registration No. (Self Attested/ attested by notary public)	Upload GST Registration Document
13	Acceptance of Payment Terms. (Yes or No)	
14	Earnest Money Deposit by DD/ BG.	Upload self attested copy of DD/ BG
15	Cost of Tender Document deposit by DD.	Upload self attested copy of DD
16	Integrity Pact and Affidavit	Upload document
17	Acceptance of all terms & conditions of NIT (Yes/ No)	Upload Confirmation
18	Acceptance of all terms and conditions as per GCC of Works and Service Manual of HEC which can be downloaded through www.hecltd.com (Yes/No)	Upload Confirmation
19	Annexure XVI	Upload Confirmation

Signature of the authorized signatory
of the Bidder with seal of the Firm.

Details of the **EPC companies/ reputed Government/ PSU/ Pvt. Organization** to whom manpower was provided by the bidder during last seven years.

Sl. No.	Name of the Company, Address & website	Nature of work	Work Order No.	Scope of Services	Value of Work	Contract period	Date of issuance of Certificate of successful completion of work (copy to be enclosed).	Upload copy of work order and completion certificate related to column 2 and column 8
1	2	3	4	5	6	7	8	9

.....

Stamp & Signature of Agency
(Signature of Authorized Representative)

DECLARATION

I, _____ Son/ Daughter/ Wife of Shri _____
Proprietor/ Director, authorized signatory of the Agency/ Firm, mentioned above, is competent
to sign this declaration and execute this tender document;

I have carefully read and understood all the terms and conditions of the tender and undertake
to abide to them.

The information/ documents furnished along with the above tender are true and authentic to
the best of my knowledge and belief. I/ We, am/ are well aware of the fact that furnishing of
any false information/ fabricated document would lead to rejection of my tender at any stage
besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of Authorized Person

Full Name:

Seal

BIDDER'S PROFILE (In case of INDIVIDUAL Bidder)

Sl. No.	Particulars	Remarks/Details
1	Full Name of the bidder (In Block Letters)	
2	Complete Postal Address with PIN Code, Telephone Nos., Fax Nos. Website etc.	
3	Contact Nos.	
4	E-mail Id	
5	Brief Particulars of Business (if any)	
6	Relationship, if any, of the bidder has with any employee of HEC Ltd.	
7	Details of Earnest Money Deposit (EMD) of Rs. 13,09,000.00	
8	Details of Cost of Tender Document Deposit of Rs. 10,000.00	
9	Income Tax Permanent Account Number (PAN) of the bidder	
10	GST registration Number of the bidder	

Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the tender and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/ We shall not hold the Authorized Office responsible for the same and shall not have any claim whatsoever against either of them.

Signature of Authorized Person

Date:

Full Name:

Place:

Seal

BIDDER'S PROFILE (In case of COMPANY/PARTNERSHIP/PROPRIETORSHIP BIDDER)

Sl. No.	Particulars	Remarks/Details
1	Name of the Company/ Firm/ Party (In Block Letters)	Upload Organizational Profile
2	Complete Registered Address	
2	Complete Correspondence Address with PIN Code, Telephone Nos., Fax Nos. Website etc.	
3	Date of Incorporation	Upload Certificate of Incorporation
4	Constitution (Private/Public/Joint)	
5	Name of Chairman	
6	Name of Managing Director/Partners	
7	Boards of Directors	
8	Income Tax Permanent Account Number (PAN) (attested copy of PAN card of the company to be attached)	Upload
9	Date of Last Income Tax Return (Enclose copy of last 3 years Income Tax clearance certificate)	Upload
10	Relationship, if any, of the bidder has with any employee of HEC Ltd.	
11	Details of Earnest Money Deposit (EMD) of Rs. 13,09,000.00	Upload
12	Details of Cost of Tender Document Deposit of Rs. 10,000.00	Upload
13	GST registration Number of the bidder	Upload

Each and every information and documents to be submitted is mandatory.

I/ We have read and understood the detailed terms and conditions of the tender and have also read, perused and understood all the relevant papers and have carried out my/ our own due diligence. In case any information is found to be incorrect/ incomplete, I/ We shall not hold the Authorized Office responsible for the same and shall not have any claim whatsoever against either of them.

Signature of Authorized Person

Date:

Full Name:

Place

Seal

Undertaking Regarding Blacklisting

(On Non-Judicial stamp paper of INR 100/- attested by the Notary Public)

To,
DGM (I/C)/ Project Division
Heavy Engineering Corporation Limited,
Plant Plaza Road, P.O.- Dhurwa
Pin code-834 004

Sir,

In response to the Tender No.....Dated.....for request for Proposal (RFP) to provide manpower services to HEC Ltd. I/ We hereby declare that presently our Company/ Firm _____has not been declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/ Autonomous Body on the date of bid submission.

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

Thanking you,

(Signature)

(Name of the authorized representative on behalf of the firm)

(Title of the Authorized Signatory)

Date & Seal

Letter of Undertaking on Non-Disclosure Agreement

(Company letter head)

To,
DGM (I/C)/ Project Division
Heavy Engineering Corporation Limited,
Plant Plaza Road, P.O.- Dhurwa
Pin code-834 004

Sir,

Sub: Undertaking on non-disclosure of contract documents

I/ We do hereby undertake that we shall not disclose any provision, specification, sample or information coming in our possession during the discharge of the contract.

I/ We do hereby also accept to keep confidential any oral, written or other information passed on to us.

For & on behalf of the Bidder

(Signature)

(Name of the authorized representative on behalf of the firm)

(Title of the Authorized Signatory)

Date & Seal

Format for Deviation Sheet

Sl. No.	Reference of clause no. of Tender document	Text as written in Tender document of HEC Ltd	Deviation asked for by the Bidder	Remarks
1				
2				
3				
4				

(Signature)

(Name of the authorized representative on behalf of the firm)

(Title of the Authorized Signatory)

BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT/ SECURITY DEPOSIT

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(To be issued by any Nationalised/ Scheduled Bank Authorised by RBI to Issue a Bank Guarantee)

To,
Heavy Engineering Corporation Limited.
P.O.: Dhurwa,
Dist. : Ranchi (Jharkhand)

WHEREAS _____ [*name and address of Bidder*] (hereinafter called “the Bidder”) shall be submitting its Bid dated _____ [*date of the Bid*] for the work _____ [*name of the work*] (hereinafter called “the Bid”).

KNOW ALL MEN by these present that we, _____ [*name of the bank*] of _____ [*name of the country*] having our registered office at [*address of the bank*] (hereinafter called “the bank”), are bound unto the Heavy Engineering Corporation Limited, P.O. Dhurwa, Dist. Ranchi (Jharkhand) (hereinafter called “the Employer”) for the sum of [*amount of the Guarantee in words and figures*] for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this _____ day of _____ 2020_. THE CONDITION of this obligation is:

1. If the Bidder withdraws its Bid during the period of Bid Validity specified by the Employer on the bid form; or
2. If the Bidder withdraws having been notified of the acceptance of its bid by the Employer during the period of Bid Validity:
 - (a) Fails or refuses to execute the Contract Agreement when required; or
 - (b) Fails or refuses to furnish the Performance Security (if any) in accordance with the Bid conditions.

We, _____ [*name of the bank*] undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing the occurrence of 1 or both of the 2 (a) or (b) specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including the date _____ and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the Bank.

Signature

Designation

Common Seal of Bank

-

TIME SCHEDULE

Sl.	Items of Work	As per HEC timeline	Bidder 's confirmation
1.	Submission of list of shortlisted candidates along with Bio data and with other relevant documents as per NIT after placement of LOI/ WO.	1 week from issuance of LOI/WO	
2.	Deputation/Deployment of required candidates as per NIT at different Plants, Sites & Offices of HEC to perform regular duties.	1 week from completion of Selection Procedure.	

FORMAT FOR CONTRACT AGREEMENT

(On Non- Judicial Stamp Paper)

Agreement No.

Dated:

THIS ARTICLE OF AGREEMENT made on this _____ day of _____ 2020_

between the Heavy Engineering Corporation Limited, a Employer registered under the Indian Companies Act. 1956 with its registered office at Ranchi, Govt. of India Undertaking, P.O. Dhurwa (Pin-834004) Dist. : Ranchi (Jharkhand), (hereinafter referred to as the Employer which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____ (hereinafter referred to as "the Contractor" which expression where the context so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the Employer invited bid for the Work " _____ " and the bid of the Contractor has been accepted by the Employer vide their Letter No

_____ dt. _____ for a sum of

_____ [Contract sum in figure & words]

WHEREAS the Contractor has agreed to execute the works on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for a sum of _____ [Contract sum in figure & words] for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In pursuance of the Agreement aforesaid and in consideration for the payment of the sum of [Contract sum in figure & words] and/or such sum as may be payable to the contractor, the Contractor shall upon and subject to the said terms & conditions execute and complete the work shown upon in the said drawings and described in the said scope of work as provided for in the said conditions.
2. The time shall be considered as one of the essence of the contract and time for completion of the contract shall be 7 (Seven) months from the date of commencement of work.

3. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.
4. This Agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and negotiations held from time to time. The following documents shall constitute the Contract between the Employer and the Contractor. And each shall be read and construed as an integral part of the Contract

Part Description of Documents

01. Article of Agreement.
02. Detailed Bid Notice.
03. Notification of Award
04. The Bid and Prices Schedules submitted by the Contractor
05. Conditions of Contract
06. Financial terms and conditions
07. Technical Specifications and drawings
08. Any Other Documents

5. The Contract shall be executed within the purview of the Indian Laws.

In witness whereof the parties hereto have hereunder affixed their signatures at Ranchi on the day, month and year written as above.

On Behalf of Contractor

On Behalf of HEC

< Non Judicial Stamp Paper of Rs. 100>

INTEGRITY PACT

[Instructions : Bidders are advised to submit the Integrity Pact document duly signed, stamped and accepted on each page mentioning the Tender No. and date.]

INTEGRITY PACT

Between

Heavy Engineering Corporation Limited, Ranchi (HEC) hereinafter referred to as

“The Principal”,

And

..... ,

hereinafter referred to as “The Bidder/ Contractor”

Preamble

The principal intends to award, under laid down organizational procedures, contracts for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal cooperates with the international Non- Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal:-

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise or or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidders could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/ Contractor

- (1) The Bidder/ Contractor commit itself to take all measures necessary to prevent corruption. He commits himself to observe following principles during his participation in the tender process and during the contract execution.

1. The Bidder/ Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind what-so-ever during the tender process or during the execution of the contract.
 2. The Bidder/ Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Bidder/ Contractor will not commit any offence under the relevant Anti- Corruption Laws of India, further the Bidder/ Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/ Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts.

If the Bidder/ Contractor, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder/ Contractor from the tender process or to terminate the contract if already signed for such reason.

- (1) If the Bidder/ Contractor have committed a transgression through a violation of section-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/ contractor from future contract award processes. The imposition and duration of exclusion will be determined by the severity of the transgression. The severity will be determined by circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of six months and maximum of 3 years.
- (2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freshly and after obtaining independent legal advice.
- (3) If the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/ Bid Security, whichever is higher.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition

that if the Bidder/ Contractor can prove and establish that the exclusion of the Bidder from the tender process or the terminate of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Subcontractors.

- (1) The Bidder/ Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/ Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the principal will inform the Vigilance Office.

Section 8 – Independent External Monitor/ Monitors (Three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

- (1) The Principal appoints competent and credible External Independent Monitor for this Pact. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the monitor, upon his request and demonstration of a valid Interest, Unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder Contractor/ Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The monitor will submit a written report to the Chairperson of the Board of the principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/ provided to outside expert

committee members/ Chairman as prevailing with Principal.

- (8) If the Monitor has reported to the Chairperson of the Board, a substantiated suspicion of an offence under relevant anti corruption law of India, and the Chairperson has not within reasonable time, taken visible action to proceed against such offences or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ agreed during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered office of the Principal, i.e. Ranchi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of Bidder/ Contractor)
(Office Seal)

Place: Date:

Witness 1: (Name & Address)

Witness 2: (Name & Address)

AFFIDAVIT

(NON JUDICIAL STAMP PAPER OF Rs. 50/-)

I..... Partner/ Legal Attorney Proprietor/ Accredited
Representative of M/s. Solemnly declared that:

1. I/ We are submitting tender for the work

.....
.....

against Tender Notice No. ----- dated -----

2. None of the partners of our firm is relative of employees of Heavy Engineering Corporation Limited.

3 All information furnished by me/ us in respect of fulfilment of qualifying criteria and information given in this Bid is complete, correct and true.

4. All documents/ credentials submitted along with this tender are genuine, authentic, true and valid.

5. If, any information or document submitted is found to be false/ incorrect at any time, Employer may cancel my Bid and action as deemed fit may be taken against me /us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of our firm and all Partners of the firm etc.

Signature of the Tenderer

Dated-----

Seal of Notary

PRICE BID (BOQ)

Bidder to Upload the Following along with Offer

1. % of EPF on Basic- -----

2. % of ESIC on Basic - -----

3. Details for Others (If Any) -----