



Additional Terms and Conditions

Ref: Tender No. TAD/SERVICES/2025-26/01

Dtd 12.12.2025

Sub: Deployment of Manpower in Township and HEC/HQ for Assistance in Office and Allied works.

Following manpower are required to be deployed in HEC HQ and Township for the specified works in various offices (i.e. TA Division, P&A, PRO, Marketing, Finance, SPD, medical division, Horticulture, Caretaking etc.).

	Unskilled	Semi Skilled	Skilled	Total
No of manpower to be deployed	15	103	47	165

SI No	Contact Person	Mobile No
1	Vimal Kumar	7547878944
2	L. Bhengra	9939489399
3	L.S.Lugun	7004750096

- (I) **Pre-qualification criteria:** The pre-qualification criteria for respective area is given in the Table below:

SI No	Criteria	Value in Lakh
1	Average annual financial turnover of three years (FY 22-23, 23-24 & 24-25), should be at least the amount given in value column. (PI attach documents). As per clause III, 1 (e).	182.08
2	Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which tender is invited should be one of the following (such works must had commenced within the aforesaid period of seven years) :	
	a) three similar completed works each costing not less than OR	242.77
	b) two similar completed works each costing not less than OR	303.47
	c) one similar completed work each costing not less than	485.55

“Similar Work” Labour Supply / **Deployment of any category of manpower in industry/service order of assistance in operation/maintenance.**

(II) **Evaluation criteria of Bids :**

1. The Bidder shall submit the following documents for evaluation of their Techno-commercial Bids:



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- a) Tenderer's profile (refer Annexure-A given hereinafter). Supporting document w.r.t. tenderer status is to be submitted by tenderer.
 - b) Declaration / Discloser of relationship (refer Annexure-B given hereinafter)
 - c) Earnest Money Deposit (EMD).
 - d) Requisite documents for proof of fulfillment of Pre-qualification criteria mentioned above, i.e.
 - i) Annual Income Tax Returns pertaining to the required financial years. Audited balance sheet and P & L statement of three years (FY 22-23, 23-24 & 24-25) / CA certificate for turnover as applicable as per provision of Income Tax.
 - ii) Certified copy of work-orders and their completion certificates.
 - f) Copy of Goods & Services Tax Registration No. (GSTIN), etc.
 - g) Copy of PAN Card related to Income Tax.
 - h) Integrity Pact – Applicable (Refer Clause XI,19)
2. Other conditions:
- a) Tenderer shall categorically mention their own Provident Fund (PF) code number allotted by Regional Provident Fund Commissioner (RPFC) and submit a copy of registration certificate issued under Employee's Provident Fund and Miscellaneous Provisions Act 1952.
 - b) Tenderer shall categorically mention their ESIC (Employee State Insurance Corporation) Registration number allotted by ESIC and submit a copy of registration certificate issued under the Employee's State Insurance Act, 1948.
 - c) A copy of Partnership deed / Memorandum of Association/Registration of organization is to be submitted, if applicable.
 - d) **Work Experience:** The tenderer have to submit a List of Work-orders executed with completion certificate rendering similar services [as defined above in paragraph (II)] with details in the format given below. The tenderer will also enclose therewith copies of all such listed work orders & Performance Certificates issued by the Principal Employer for the respective periods mentioned in the work orders.

Format for submitting the details of work-experience

Sl. No	Name & Address of the Establishment	Value of Work order	Period of Contract	No of workmen deployed by the Contractor in the Establishment	Types of Services provided

3. Corporation reserve the right to ask for any document in original which may be required for evaluation/ Clarification / Verification of the techno-commercial bid.
4. Submission of any document after opening of bid shall not be allowed unless asked for in writing.
5. Copy of NIT duly signed and stamped by tenderer is to be submitted as a acceptance of all terms and conditions as per NIT. Any deviation in NIT terms is to be mentioned clearly in Annexure B only.
6. Conditional offer in techno-commercial bid will be liable for rejection.
7. Conditional offer in price bid shall be straight away rejected.



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8. For evaluation of techno-commercial / price bid and for execution of contract, the Corporation shall be guided by the General Conditions of Contract of HEC as in force at that point of time.
9. Requirement and mode of depositing Earnest Money (EMD)
 - a) The Earnest money payable is **Rs 8,60,000/-** only, which is payable in the form of Demand Draft or Bank Guarantee drawn in any schedule bank in any schedule bank in favour of "Heavy Engineering Corporation Limited", Payable at Ranchi.
 - b) No interest shall be payable on Earnest Money deposit.
 - c) Earnest Money of the unsuccessful bidders will be refunded after finalization of the contract on receiving a written request from the bidders within maximum 15 days.
 - d) If the successful bidder fails to execute the contract agreement within 1 month from the date of issue of work order (sample of form of contract agreement is at annexure G), then the Earnest Money amount will be forfeited.
10. Exemption in submission of Cost of tender paper (Application fee) and EMD
The registered MSME / SSI / NSIC bidders will be exempted from deposition of application fee (cost of tender paper) and EMD on submission of valid documents as per prevailing Government Rule (such as MSME Certificate / NSIC Certificate / Udyam Certificates etc).

Original copy of EMD (DD or BG) is to be submitted by the tenderer to the office of tender inviting authority within maximum 1 week from the date of tender opening date. Scan copy of above documents is to be uploaded at GEM Portal during submission of offer only.

Without submission of above documents as mentioned above, the offer shall be rejected.

(III) Duration of contract :

1. The contract will be for a **period of Twelve Months from the date of issuance of the Initial Order.**
2. The contract may be extended for further for a period of 12 months at the discretion of the management subject to satisfactory performance of work and acceptance of the contractor.

(IV) Description of Service including scope of services and responsibility

A) Scope of Service:

This proposal is for awarding service contract for deployment of manpower in various offices in HQ (i.e. TA Division, P&A, PRO, Marketing, Finance, SPD etc.) for assistance in works Services for Secretarial, Ministerial Assistance works i.e. Attending Employees / Staff, Distribution of Dak/Papers, Office chores, Services of Personnel assistance to Officers/Offices i.e. for Preparing manuscript, entering data, report generation & printouts, Data punching, file



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management (cleaning, dusting, rearranging office files/registers/logbooks etc), data storage and handling, Services of Medical division, Horticulture, Caretaking i.e. providing Services for Dressing, upkeep, allied manual work in First Aid Post/ Shops, assist in 5S (Sort-Set-Shine-Standardize-Sustain) activities, Assisting in ensuring Safety and Fire prevention norms etc and other related activities of all associated works of HEC/HQ and Township.

Detailed scope of work is mentioned at Appendix I

The workmen to be deployed by contractor/firm for providing assistance is to be obtained in following category as per HEC manpower norms. Worker to be deployed by the contractor will be verified by executing authority and after due verification, the contractor can deploy the required workers.

The workmen to be deployed will be preferred if they had working experience in HEC.

- Unskilled
- Semi skilled
- Skilled

1. Statutory rules for the man power employed by contractor are to be followed and paid by Contractor.
2. **Payment of PF** – The payment of PF component (PF –Employee contribution, PF- Employer Contribution, EDLI and Admin Charge on PF) will be borne by HEC and regularize by HEC Employees PF Trust. (i.e. HEC Finance will pay the PF amount directly of PF Trust managed by HEC PF Trust)
3. EL/AL as per labour law will be applicable (i.e. 18 leaves considered in this 12 months contract) CL of 07 days during contract period. **Note – EL/AL is not encashable.**
4. National Holiday and holiday declared by HEC will be paid holiday.
5. The Contractors shall pay to their deployed Contract workforce with minimum wages as per existing wages prevailing at HEC, Ranchi. However, the contractor will follow all statutory obligation based on New Four labour code issued by Govt of India when it will be implemented in HEC Any escalation in cost during tender period arising out of implementation of above four Labour Codes will be borne by HEC.

	Category of workers	Unskilled	Semi Skilled	Skilled	Total
1	No of workers	15	103	47	165
2	Monthly consolidated wages inclusive of VDA	17999.10	18502.50	22970.70	

Note -Out of 103 Semi skilled, 38 will be paid on monthly wages of **Rs. 20,516.40** as per their critical experience.

6. The tender will remain valid for 90 days from the date of opening of techno-commercial bid.



7. The Bidders may inspect the places of work in the Department / Offices at HEC/HQ, Ranchi with permission of TA Division before submission of their bid.

B) Facility to be Provided by HEC

1. Supply necessary technical support in machining, assembly and other activities related in this work.
2. Free supply of power, water etc. required to perform the specified work.
3. Providing necessary raw materials, tools and tackles, instruments for production & maintenance work will be handed over to the contractor on returnable basis only.
4. Space required for storage cum office will be provided at work site by HEC.
5. HEC may provide all the tools and other items required for work. However any tools and tackles or special tooling not given by HEC should arranged by the contractor/firm to complete the job.
6. HEC may allow the contractor and his men inside the work premises in all the shifts on working days as per the work requirement. They can enter/leave work premises during gate opening/closing time only. However they may be allowed to work on Sunday/holiday only after prior instructions of executing authority duly approved by Plant head/HMBP.

C) Contractor's Responsibility

1. Contactor should maintain daily workmen deployment register duly signed by HEC representative.
2. As per instruction of Engineer I/C -According to nature of work in any of the above listed scope of work to be attended by the contractor. The same to be recorded on daily basis in work progress register.
3. Duty hours: workmen in full strength or in part may require deploying in any shift as per requirement. In general duty from 8 am to 5pm (inclusive of lunch hours) in G shift. However depending upon the work nature and requirement, it may require continuing even after 5pm till the work is completed or as scheduled. No extra cost will be paid in this regard,(Shift deployment will be decided mutually between contractor and respective base I/C concern).
4. Contractor shall arrange food, snacks, soap and jute for cleaning of hands and transportation etc for their worker on their own cost.
5. Contractor is to co-ordinate with various departments/Divisions (i.e. TA Division, P&A, PRO, Finance, SPD, medical division, Horticulture, Caretaking etc) to keep the equipment in healthy condition.
6. The Contractor should depute one supervisor who will 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, workmen engaged etc. The acts done by the authorized supervisor / representative shall be binding on the Contractor.
7. The Contractor 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



workmen such as protective-clothing, safety shoes, helmets, etc. before start of work. Safety rules to be followed and safety appliance and PPE as per Industrial Safety Norms of HEC is to be provided by the HEC.

8. Safe handling of tools, tackles and machine tools is the responsibility of contractor. In case of mishandling, damage or missing tools the applicable cost will be deducted from contractors R/A Bill.

D) Specifications: Quantity and Quality requirement of the work

1. L1 will be decided based on the total price of whole work i.e. on total package basis.
2. Working Hours: The normal working hours of factory shift timings are “A” Shift (6.00 AM to 2.00 PM), “B” Shift (2.00 PM to 10.00 PM), “C” Shift (10.00 PM to 6.00 AM) and General Shift (8.00 AM to 5.00 PM). Depending upon the requirement, the labours will be deployed by the Contractor in all four shifts, namely A, B, C and General shifts on all working days. In case of exigency of work, the contractor will be required to engage his labours round the clock regardless of Holidays / Rest Days with suitable compensation by grant of compensatory leave in lieu thereof. The Contractor or his authorized representative must be present during performance of work to attend exigency.
3. The workers can be deployed at any location of HEC or any place as directed by the Shop In-charge / Departmental In-charge commonly known as Executing Officer / Controlling Officer.

E) List of Profiles:

SL NO	PROFILE	NO OF MANPOWER REQUIRED	REMARK
1	DATA PUNCH OPERATOR		The bidders are to discuss with concerned shop, Departement, Division Incharge /consignee before submission of bid.
2	COMPUTER OPERATOR		
3	SUP (DIP. HOLDER)		
4	OFFICE ASSTT		
5	MANUAL WORKER		
6	DRESSOR		
7	WARD OPERATOR		
8	COOK		
9	LIFT OPERATOR		
10	LAB ASSTT.		
11	NURSING		
12	CARETAKER		
13	MASON		
14	PLUMBER		
15	CARPENTER		



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16	ELECTRITIAN	
17	SEWARAGE WORKER	
18	QUAERTER WARDEN	
19	QUARTER SURVEYOR	
	TOTAL	165

(V) Taxes and duties applicable:

1. All taxes excluding GST (as specified elsewhere in the tender) but including Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the job and for execution of the contract shall be borne by successful bidder and shall not be payable extra by HECL. Any increase of above at any stage during execution of contract, including extension of the contract shall have to be borne by successful bidder. Bidder's quoted/accepted rates/price shall be inclusive of all such requirements.
2. GST along with Cess (if applicable) will be as per GeM conditions.
3. TDS shall be deducted as applicable.

(VI) Schedule of deviations :

Deviation, if any may be furnished by the Bidder in **Annexure-C**. The deviations projected by the tenderer should be related to the system laid down for smooth performance of the contract. The Management reserves the right to accept or reject the deviations of any Bidder wholly or in part without affecting the Tender Bids.

(VII) Payment terms :

1. Payment will be made on bill submitted by contractor on satisfactory completion of service in a particular period after verifying the claims submitted by the contractor for the said period. The claims should be supported by all requisite documents pertaining to payment of wages, ESI Challan, statutory taxes, etc. in respect of the preceding month.
2. Contractor has to submit his bills along with following documents to the Executing Authority. The Executing Authority will verify the performance and recommend the payable amount as well as recovery against penalties and other amount, if any to Finance Department for making payment accordingly.

Contractor has to submit his bills in triplicate along with following documents to I/c TA Division duly verified and approved by Executing Authority.

- a) GST Invoice
 - b) Attendance register duly signed by Department I/c
 - c) Wage Sheet with bank payment statement.
 - d) ESI Payment challan
3. GST will be reimbursed on submission of GST Challan.



4. The payments will be made to the contractor through Account Payee Cheques or through net banking/ RTGS etc.
5. Payment will be made within 60 days (For MSME (Micro and Small) – 45 days) after submission of appropriate invoice along with all other required supporting documents to HECL as mentioned above
6. The final bill is to be submitted along with all necessary documents as mentioned above including work completion certificate issued by Executing authority/respective Zone I/c.

(VIII) Security Deposit:

1. Security Deposit will be 5% of the order Value in the form of BG as per GEM terms and condition valid for 14 months from the date of award of contract.
2. The security deposit will be refunded after successful completion of work order and after issuance of No-claim Certificate by the Controlling Officer.
3. No interest shall be payable on Security Deposit.

(IX) Liquidated Damage and Risk and Cost and compensation for damages :

1. **Liquidated Damages:** If the Contractor fails to complete the work within the stipulated period, the Contractor shall be liable to pay Liquidated Damages @ 0.5% of the value of unfinished part of work per week of delay or part thereof maximum to 10% of the total contract value.
2. **Cancellation of order and getting the work done on Risk and Cost of the Contractor :** If the order is terminated due to breach of contract on part of the contractor, the balance quantity of work will be got done from the alternative sources at the risk and cost of the contractor work after serving a 15 days notice to contractor. The differential amount, if any, shall be recovered from Security Deposit and/or from any other bills of the contractor. The Company reserves its right to debar the contractor from participating into future tenders at any or all the Plants of the Company.
3. Contractor will be required to compensate in case any damage is caused in any form to the Corporation because of any acts attributable to the contractor or his agent or workmen.

(X) Escalation:

The Corporation will not take any liability for increase except escalation on account of enhancement in the labour cost during the contractual period and the extended period.

(XI) Additional terms and conditions :

1. **No-claim situations:** No claim on account of idle labour, interruption of work or any other account for any reasons whatsoever will be entertained.
2. **Extension of completion time:** Extension of completion time, if any, may be granted to the contractor by the Executing Authorities with due approval of the Competent Authority.
3. **Change in constitution / entity of tenderer / contractor:** In case of change in the constitution / entity of the tenderer / contractor, the tenderer / contractor will forthwith submit



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relevant documents in support of the change for acceptance / approval of the Competent Authority.

4. **Forfeiture of EMD and debarring future participation in tender bid**: In case any tenderer withdraws his offer after submission of bid or the successful tenderer deliberately withdraws his offer, his EMD shall be forfeited and he may be debarred from participating in future tenders for a period to be decided by the Competent Authority.
5. **Conduct of Contractor**: HEC reserves the right to suspend or terminate the contract forthwith and /or black list the contractor if a contractor is found to have committed any misconduct / malpractice.
6. **Site-in-Charge**: Contractor 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 contractor will intimate his as well as his authorized representative's contact address and telephone numbers to the Executing Authority / Controlling Officer to contact them in odd hours.
7. **Executing Authority/ Controlling Officer**: After finalization of the tender the execution of the tender shall be done by the P&A/HQ. In-charge of the Shop / Department or their representatives will be the Executing Authority / Controlling Officer of this contract. After award of the works contract, the Contractor has to report to the I/c,P&A /HQ and take all necessary instructions/guidance from them only. The Executing Authority and P&A /HQ will have the sole responsibility to see that the Contractor is complying the terms and conditions of the contract and does the work in accordance with the work/service order.
8. **Materials (If applicable)**: Materials except supply material as mentioned in appendix I, required for performing the works shall be provided by the respective Controlling Officer besides electricity, compressed air, electrodes, consumables, water etc free of cost. Materials mentioned in schedule of quantity is to be supplied by successful bidder.
9. **Declaration / Discloser of Relationship**: The Tenderer/bidder has to declare whether the Tenderer, 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 tenderer / bidder shall declare the name of such employee and his relationship. The tenderer / 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 Tenderer, 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. The above shall be given in **Annexure-B**.
10. General Condition of Contract (GCC) and Special Conditions of Contract (SCC) will be binding on tenderers / contractors. GCC, SCC and other specifications are available in HEC's website www.hecltd.com may be referred before submission of the offer on any working days during office time.



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11. The Contractor will abide by the Corporation's Guidelines, Government Directives issued on the matters of engagement of Schedule Caste / Schedule Tribe, persons with disabilities, women, displaced persons, wards of deceased employees etc.
12. All the Statutory Rules and Regulations, Govt. Acts, Corporation Guidelines issued or to be issued by the Corporation from time to time in the matter shall be binding to the contractor.

13. **RESOLUTION OF DISPUTE**

The provisions of Arbitration and Conciliation Act, 1996 (as amended from time to time) shall apply to the arbitration proceedings.

14. **ARBITRATION**

Any dispute that arising between the parties out of or in-connection with this order/purchase order or for the breach thereof, shall be settled amicably and in good faith by negotiations between the authorized /designated executives of the parties, at the first instance.

In the event, the parties fail to resolve the disputes or differences arising out of or in connection with the order/purchase order or execution thereof through amicable settlement, the same shall be referred to settlement through "adjudication" of the same by the Single Arbitrator, jointly nominated by both the parties by mutual consent. Such arbitration shall proceed as per the provisions of Arbitration and Conciliation Act, 1996 and/or amended from time to time.

The arbitration shall be governed by and in accordance with the Arbitration and Conciliation Act, 1996 for adjudication of the disputes and differences including claims and counter-claims of the parties. The award rendered shall be final and binding upon both the parties.

The cost of the arbitration proceedings shall be borne by both the parties equally.

The venue of arbitration shall be normally at Ranchi only, unless and until agreed otherwise by the parties.

15. **Jurisdiction & Governing Laws** - This agreement shall be governed by and construed in accordance with laws of India. Any dispute arising out of this agreement shall be subject to the jurisdiction of courts of Ranchi, India only.
16. **Constituents of tender:** The Tender Document, Letter of Acceptance, GCC and Agreement will form the part of Contract.
17. **Determination and Termination of Contract:** The Contract can be determined and terminated in terms of Clause 7 of the General Conditions of Contract.
18. **Agreement:** The successful tenderer shall be 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 issue of Letter of Acceptance / Work Order.
19. **Integrity Pact:** Applicable: To be submitted by bidder duly filled and signed as per the annexure H. However, original copy of the same is to be submitted by the tenderer to the



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office of under signed within maximum 1 week from the date of tender opening date. Scan copy of above documents is to be uploaded at GeM portal only.

20. **Interpretation & Saving:**

- a) In case of any ambiguity with regard to interpretation of any clause of this contract the interpretation given by the Competent Authority shall be final and binding to the tenderer / contractor.
- b) M/s HEC Limited does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tender bids without assigning any reasons thereof and may divide the work among two or more tenderers. The decision of the Corporation in this regard shall be final.

For and on behalf of
Heavy Engineering Corporation Limited

(Vimal Kumar)
DGM & Head TA Division / HEC



Scope of works – DETAILED SCOPE OF WORK/SERVICE

Sl. No.	Service Components
1	<u>Services for Secretarial, Ministerial Assistance works</u> Attending Employees / Staff, Distribution of Dak/Papers, Office chores: shifting of document, letters and alike jobs, Xeroxing /Printing /Scanning of documents, Data Entry /Data verifications/ verification documents, Material loading/unloading/ shifting as and when required, Attending Visitors etc.
2	<u>Services of Personnel assistance to Officers/Offices.</u> Services for Preparing manuscript, entering data, report generation & printouts, Data punching, file management (cleaning, dusting, rearranging office files/registers/logbooks etc), data storage and handling, Attendance & other Office work including maintenance and upkeep, maintaining Archives, CRV/GST/E-way bill, Dispatch/Bank related activities, Record keeping including binding of official documents, assist in book keeping and other Finance / office related matters, allied ministerial assistance involving manual works, service related activities, Vehicle Gate pass, Challan Registration, etc. Arranging, Assisting, Supervision, maintenance of equipment and records related to shift work in works and non-works area. Manual work in tech & non-tech areas, etc.
3	<u>ESTATE WORK:</u> Assistance in Allotment of Quarters through QAC-1 to DROs and Allotment of Quarters through QAC-1 to Non-DROs and workers, Allotment of Quarters on Leave and Licence, Manpower management, Court-cases reply, RTI case, Vigilance Letter's reply, Renewal of Medical Record Book, Execution of LTL Quarters., Legal matters, Cases of The PP(EOUS) Act 1971, Cases The RTI Act 2005, Temporarily allotment of various premises and residential Quarters etc., refund of security deposit amount and earnest money, Retention of Quarters of Employees after superannuation, Execution of LTL Quarters, Long Term Lease Agreement related works, Custodian of LTL files, Updating data of Estates in PC, Procurement of PC consumables and its maintenance, Renewal of medical record book, Issue of certified copies of LTL related documents, Lease Transfer, Lease Registration, Annual accounts closing, Internal and statutory audit of Town Admin. Division, Issue of NDCs. Counter checking of issue of challans, Maintaining records of outstanding ERA dues of all Quarters -LTL Quarters, Quarters on compassionate ground, Quarters of employees, contract labours and outsiders, Maintaining monthly schedule of all quarters, Preparation of ERA dues on daily demand, Maintaining property files, Providing Inputs for NDC, Preparation of need based occupation and vacation report, Notice for vacation of quarter after allotment retirement, General allotment and temporary allotment of all types of quarters, Daily patrolling of township, Demolition of Unauthorised construction / encroachment, Lodging FIR / intimation to Law and Order authorities, Works of Quarter Inspector / Warden in



	respect of all quarters, Physical verification of quarters as and when required, Survey of Township quarters, serving various notices and Bills and Other collective assignments etc.
4	<u>Services for Maintenance activities</u> i.e. Plumbing/Electrical / Carpentry/ Masonry / sewerage and sanitation /water supply pipeline system works etc. Services for Manually or with assistance doing work related to simple re-conservation and material handling etc. Distribution of materials to various sites, loading & unloading of materials. Manual work in Booths/ offices (including dak distribution, Xerox etc), Manual work in tech & non-tech areas, etc. Civil work involving grouting, brick work, cementing, road repairing, machine foundation works, drains, watch towers, boundary wall, roof (Concrete, Sheet or any other), etc. Bush cleaning, Store and surrounding upkeep, Ground preparation, dismantling & making of structures, etc. Manual work related to upkeep of structure, building & ground, etc. Repairing and maintenance of structures, painting of structures, rooms and buildings, cleaning of water tanks. Repair of iron and wood doors, windows, tables, chairs, fixing glass panes etc. Preparing, making, shaping, polishing, painting & finishing wood/ plastic/ metallic materials in erecting & building structures/ boxes/ fixtures etc. gardening activity, Upkeep of premises, bush/grass cutting, tree trimming etc. cleaning of toilets, bathrooms, sewerage lines and allied activities etc. services for Water supply operation & repairing, storage cleaning, pipe & tap repairing, fitting, laying pipe line as and when required etc. Fitting water closet, urinals, commode, wash basin, other sanitary wares, civil fixtures, etc. Maintenance and upkeeping of the water supply facilities etc. Taking services for Inspection, fault rectification, repairing of elect wiring, switches, equipment etc., Re-conservation/ repair of electrical equipment involving dismantling, heating, varnishing, drying, grazing, fitting, testing of various types of elect equip etc., Repairing & replacement of control relays & contactors, drives, Electronic cards, any other components/meters in electrical panels /installations etc. PPM and running Electrical maintenance of equipment and installations including Switchgears of 11 KV substation, fault detection and repair of underground cables etc.
5	<u>Hospitality and Housekeeping</u> overall upkeepment and maintenance of cleanliness of entire building i.e. from top floor to ground floor including stair and stair landing, Upkeepment of ladies and gents Toilets by Sweeping, washing and mopping of floors, washing of tiles on walls, urinal pots, W.C, Pans, commode, Sinks, wash basins and all other fittings and fixtures etc, Dusting and cleaning of Doors, Windows, Fans, Furniture, Ventilators, Blinds, Benches and removing of cobwebs etc. Dry sweeping and wet mopping of floors & staircases including removal of all types of stains. Cleaning of waste baskets after segregation of waste materials and disposing them off .Removal of garbage from Main Bin and dispose them off to nearby Corporation's garbage bin/ garbage compactor or as per Corporation rules/directives/guidelines.



6	<p><u>Services for IT and Telecom network and allied works.</u></p> <p>Services for Operation and maintenance of Computer and Telecom Network system and upkeep of equipment i.e. Collection of computers on a local area network (LAN) that share common resources and responsibilities, Testing, maintenance and repair of IT/telecom systems / equipment etc. Conducting site surveys and meeting with third parties to plan and coordinate new and upgraded cabling and IT/telecommunications equipment / systems. Conferring with representatives of third parties (BSNL, telephone utility companies and telephone service vendors) regarding service, repair, adjustments, costs, corrections in service or billing, and the installation and removal of equipment etc.</p>
7	<p><u>Services for Medical Division</u></p> <p>Services for Dressing, upkeep, allied manual work in First Aid Post/ Shops, assist in 5S (Sort-Set-Shine-Standardize-Sustain) activities, Assisting in ensuring Safety and Fire prevention norms. Manual work in tech & non-tech areas etc. Attending Employees / Staff/patients, Distribution of Dak/Papers. services for Preparing manuscript, entering data, report generation & printouts, Data punching, file management (cleaning, dusting, rearranging office files/registers/logbooks etc), data storage and handling, Attendance & other Office work including maintenance and upkeep of Hospital building and premises. overall upkeepment and maintenance of cleanliness of floors from top floor to ground floor including stair and stair landing, Upkeepment of ladies and gents Toilets by Sweeping, washing and mopping of floors, washing of tiles on walls, urinal pots, W.C, Pans, commode, Sinks, wash basins and all other fittings and fixtures etc, Dusting and cleaning of Doors, Windows, Fans, Furniture, Ventilators, Blinds, Benches and removing of cobwebs etc. Dry sweeping of floors & stair cases, wet mopping of floors & staircases including removal of all types of stains. Cleaning of waste baskets after segregation of waste materials and disposing them off. Removal of garbage from Main Bin and dispose them off to nearby Corporation's garbage bin/ garbage compactor or as per Corporation rules/directives/guidelines.</p>
8	<p><u>Caretaking services –Administration</u></p> <p>Caretaking Services, opening and sealing of Building/Rooms and other installation as and when required, assist in preparation /checking /validation of receipts & vouchers related works and other Ministerial work in tech & non-tech areas as and when required etc. Arrangement of furniture for meeting, conference, seminar shall be arranged on priority and returning back in respective places/ godowns, Operation and Maintenance of Transit Flats, To render all services relating to Food and Beverages and catering services as may be required by HECL. Services for Cooking works, Cleaning of canteens and utensils, assist in activities for smooth running of canteen etc. Catering works, serving of foods/refreshments, making tea/coffee, assist in activities for smooth running of offices, weeding out expired/scrapped papers, Dak receiving/dispatch, upkeep of office furniture, racks, almirah, office equipment etc.</p>



9	<p><u>Services for Horticulture, Hospitality and Housekeeping</u></p> <p>Maintenance and up keeping of Garden , which shall include watering, manuring, fertilizing, plant protection for pests and diseases, sweeping, weeding, mowing and disposal of garden refuse, cultivation and cutting of edges, pruning and clipping of hedges, plantation of seasonal flowers, plantation of sapling/ seeds, regularly garbage disposal from the site after work etc. and minor repair works and all other landscape operations necessary for the proper growth for garden features and maintaining them in proper standard of maintenance which includes replacement of indoor and potted plants time to time, bush/grass cutting, tree trimming etc.. overall upkeepment and maintenance of cleanliness of entire building i.e. from top floor to ground floor including stair and stair landing, Upkeepment of ladies and gents Toilets by Sweeping, washing and mopping of floors, washing of tiles on walls, urinal pots, W.C, Pans, commode, Sinks, wash basins and all other fittings and fixtures etc, Dusting and cleaning of Doors, Windows, Fans, Furniture, Ventilators, Blinds, Benches and removing of cobwebs etc. Dry sweeping and wet mopping of floors & staircases including removal of all types of stains. Cleaning of waste baskets after segregation of waste materials and disposing them off .Removal of garbage from Main Bin and dispose them off to nearby Corporation's garbage bin/ garbage compactor or as per Corporation rules/directives/guidelines.</p>
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Annexure-A

TENDERER'S PROFILE

The tenderers are to furnish the following particulars.

1. Name of the tenderer:
2. Status of the tenderer (Individual / Proprietary Business concern / Partnership firm / Cooperative Society/ Registered Society / Company / Woman Entrepreneurship / (SC/ST) Entrepreneurship etc). Supporting document is to be submit by tenderer.
3. Name & address of the Proprietor/Partner/Directors alongwith contact phone No.(If required separate sheet may be attached):
4. Office-post/title or the position held by the tenderer:
5. Office Address of the tenderer and its Phone No., Fax & e-mail, etc.:
6. Local address, if any, for immediate contact,:
7. Name, full address and contact phone number of Site Incharge of the tenderer:
8. Name, full address and contact phone number of Legal heirs, particularly first class, of the tenderer (if required separate sheet may be attached) whose status is individual or proprietary business concern.
9. Any other information:

Signature of Tenderer.

Name:

Date:

Seal:



Annexure-B

DECLARATION / DISCLOSURE OF RELATIONSHIP

1	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relation with any employee working in any Unit/ Plant/ Office of HEC?	Yes/No If yes, give detail in the Table below.
2	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relationship (within the meaning of Section 6 of the Companies Act 1956) with any of the Directors of HEC?	Yes/No If yes, give detail in the Table below.
3	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relation with any partner / Director of any other bidder(s) participating in this Bid.	(To be furnished after opening of the Technical Bid)

Sl. No.	Name, P.No., Designation, Posting of the employee(s) / Director of HEC related to the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be	Relationship	Signature of employee(s)/ Director concerned

I / We declare that information furnished above are correct to the best of my/our knowledge. I/We understand that if any information furnished above is found to be wrong at any point of time, my bid / work order shall be cancelled, EMD shall be forfeited and my/our firm shall be kept in business holiday as deemed fit by the Corporation.

Signature of Tenderer.

Name:

Date:

Seal:



Annexure-C

SCHEDULE OF DEVIATIONS

I have gone through the contents of Tender Documents and the following Clauses of the Tender Documents are **not acceptable** to me.

Sl.	Clause No.	Details of deviation required
.....-

Signature of Tenderer.

Name:

Date:

Seal:



Annexure-D

UNDERTAKING

1. I / We hereby declare that I/we have carried out successfully works of large magnitude in nature to the work embraced in this Tender and have adequate organization and experienced personnel to handle this type and magnitude of works.
2. I / We also hereby declare that I/we have seen and studied carefully before submitting the Tender, the technical aspects of the work and terms & conditions, General Conditions of Contract, Special Conditions of contract, Bill of Quantity and description of work, etc. and I/we am/are aware that all the above Tender Documents relating to the said work will be binding on us.

Signature of Tenderer.

Name:

Date:

Seal:



Annexure-E

LIST OF DOCUMENTS AND ENCLOSURES ATTACHED

I/We have gone through the Tender Documents and I/we am/are submitting my/our offer for doing the work as specified in the tender documents. I/we am/are submitting the following documents for your kind consideration:

SI	Documents required as enclosures	Particulars of documents
1	PAN No	
2	GST Registration Certificate	
3	Demand Draft / BG towards Earnest Money	
4	Income tax returns pertaining to 3 years	
5	Copies of Contract Completion / Work Order / Performance Certificates in support of experiences of "similar work" executed during last seven years attached to a list of such copies	
6	Tenderer's Profile (Annexure – A)	
7	Declaration / Discloser Of Relationship (Annexure – B)	
8	Schedule of Deviations (Annexure – C)	
9	Undertaking (Annexure – D)	
10	MSME/SSI/NSIC registered unit (If applicable) SC/ST Entrepreneur (if applicable)	
11	EPFO Registration Certificate*	
12	ESI Registration No	
13.	Tenderer must declare that he/his organization has not been convicted or blacklisted by any PSU or Govt.	

I/We confirm that the information furnished in the documents enclosed with the tender are correct to the best of my/our knowledge and I/We agree to comply with all the conditions stipulated in the Tender Documents.

Signature of Tenderer.

Name:

Date:

Seal:



BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(to be issued by any Nationalized bank preferably State bank of India negotiable at their counters in Ranchi)

NO.

Dated:

TO,
M/S HEAVY ENGINEERING CORPORATION LIMITED
PLANT PLAZA ROAD,
DHURWA,
RANCHI – 4

Dear Sirs,

In consideration of your agreeing to accept the Earnest money deposit of Rs.----- (Rs.-----
-----) furnish able to you by M/s-----
----- (Hereinafter Referred to As Contractor) In terms of the Enquiry No. -----
----- Dtd. ----- for Supply of ----- (Hereinafter
Referred to as the Contract) in the form of a Bank Guarantee in the Manner hereinafter contained we -----
-----, having registered office at ----- do
hereby covenant and agree with you as follows.

1. We hereby undertake to indemnify you up to a sum of Rs. ----- (Rs. -----
----- only) against any loss or damage caused to or suffered by you or that may be caused to or suffered by you
by reason of any breach or breaches on the part of the contractor of any of the terms and conditions contained
in the said contract and in the event the Contractor shall make any default or defaults in carrying out any of the
works under the said contract or otherwise in the observance and performance of any of the terms and
conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on
demand and without any protest or demur pay to you such sum or sums not exceeding in total the said sum of
Rs.----- (Rs. -----amount-----only) as may be claimed by you as your losses and/or
damages, costs, charges or expenses by reason of such default or defaults on the part of the contractor.

2. Notwithstanding anything to the contrary contained in this guarantee your decision as to whether the
contractor has made any such default or defaults and the amount or amounts to which you are entitled by
reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims or
damages or losses suffered by you but will pay the amount demanded by you under this guarantee forthwith on
your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the contractor
after expiry of the related warranty period of the said contract and after the contractor have discharged all their



HEAVY ENGINEERING CORPORATION LIMITED (HEC)

(A Government of India Enterprise)

Plant Plaza Road, Dhurwa-834004, Ranchi, Jharkhand

obligations under the said contract and produced a certificate of due completion of the work under the said contract and submitted a "NO Demand Certificate" provided always that this guarantee shall in no event remain in force after the date of----- without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us not withstanding that the same is or are enforced after the said date.

4. We-----, further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time for such further period as may be required in writing before the Expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).

5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. -----(Rs.-----) as aforesaid or extend the period of the guarantee beyond the said Date of -----unless expressly agreed to by us in writing in terms of clause 4 hereof.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any ways inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special Courier or Tele fax to us or our Local Address as aforesaid.

10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any Amalgamation or absorption thereof or therewith but will



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ensure for the benefit or and be available to and enforceable by the absorbing or amalgamated company or concern.

12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any reference to arbitration of the said dispute/controversy pending or a civil suit filed by the contract or in respect of the dispute or controversy.

14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.-----
----- (Rs. -----only) and this guarantee shall remain in force until -----
-----unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of this guarantee . i.e. On or before-----all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the bank and the undersigned has full power to execute this guarantee under the power of Attorney Granted to them by the Bank.

FOR AND ON BEHALF OF



Annexure – G

Sample - Form of contract agreement

This Agreement made on this thedate....., at Ranchi.

BETWEEN

M/s Heavy Machine Building Plant (for short “HMBPP”) of M/s Heavy Engineering Corporation Limited (For short “HEC”), a Central Public Sector Undertaking having its registered office at Plant Plaza Road, Dhurwa, Ranchi-834004 represented by its authorized representative, Foundry Forge Plant (herein after referred to as the Company)

AND

M/s XYZ, a (.....type of firm), having its registered office atAddress with GST No.....) (herein after referred to the Contractor)

WHERE AS

- (a) The company is desirous that certain specified nature of intermittent works should be executed as described in Open Tender Enquiry No. dated (GeM Bid No.....) for tendering of Works Contract for ...name of work..... of HMBP.
- (b) The Contractor has submitted a tender expressing his willingness to undertake and execute the Works in ...name of work..... in terms of the aforesaid Tender Notice dated issued by the Company.
- (c) The Company has accepted the tender within the scope of tender documents submitted by the contractor and has accordingly awarded work contract to the Contractor initially for a period of year commencing fromdate..... todate....., which may be extended for further periods at the discretion of the Company subject to satisfactory performance of work and acceptance of the Contractor.
- (d) The Company has accordingly issued the first Work Order vide No. dated to the Contractor, which will be followed by subsequent work orders for the balance period of the Contract subject to satisfactory performance during the respective period.

NOW THIS AGREEMENT witnesses as follows:

- (1) In this AGREEMENT words and expressions shall have the same meaning as are respectively assigned to them in the General conditions of contract and Tender Document.
- (2) The following documents shall be deemed to form and be read and construed as part of this AGREEMENT and all of them together with this AGREEMENT shall be referred to as the CONTRACT.
 - (a) Open Tender Enquiry Notice No. dated
 - (b) Terms and conditions of the aforesaid Open Tender Enquiry Notice dated



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- (c) General conditions of the Contract.
(d) Specific Conditions of the Contract
(e) The aforesaid Work Order No. dated
(f) Total Contract Value – Rs (Rupees Only)
- (3) The contractor hereby agrees to comply with the statutory obligation of the labour laws as applicable from time to time.
- (4) The contractor agrees to comply and adhere to the terms and conditions of the work order and all the other documents specifically mentioned in clause (2) of this agreement.
- (5) In consideration of the payment as specified in the work order to be made by the Company to the Contractor, the Contractor hereby covenant with the Company to undertake and execute the work contract as specified in the Tender Documents and guarantees the performance specified by the Company and to carry out the rectification of all defects in the work in conformity with the provisions of the contract in all respects.
- (6) The Company hereby covenant to pay to the contractor, in consideration of completion of execution and maintenance of work, the contract price at the time and in the manner prescribed in the contract.
- (7) This AGREEMENT constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements related to the contract whether written or oral.

IN WITNESS WHEREOF the parties have signed the AGREEMENT in the presence of the following witnesses on this the 30th September, 2022 Day at Ranchi.

For & on behalf of
M/s HMBP-HEC Ltd.

For and on behalf of
M/s XYZ

Signed by
Name-
Seal

Signed by
Name
Seal

Witness:-1

Witness:-2

Signature-

Signature-

Name-

Name-

Address:-

Address:-



(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF Rs. 100/-)

INTEGRITY PACT

Between

Heavy Engineering Corporation Limited (HEC) hereinafter referred to as “**The Principal**”, And

===== hereinafter referred to as “**The Tenderer/ Contactor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for =====The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Tenderer(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Indian Monitor (IEM), 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:-
 - a. 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 for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Tenderer(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential / additional information through which the Tenderer(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. 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 IPC/PC Act, 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 Tenderer(s)/ contractor(s)

- (1) The Tenderer(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- The Tenderer(s)/ Contractor(s) 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 other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - The Tenderer(s)/ Contractor(s) will not enter with other Tenderers 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.
 - The Tenderer(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Tenderer(s)/ Supplier(s) 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.
 - The Tenderer(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Tenderer(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Contractor"s shall be disclosed by the Tenderer(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - The Tenderer(s)/ Contractor(s) 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 Tenderer(s)/ Contractor (s) 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 Tenderer(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Tenderer(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".



Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Tenderer(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (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 of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Tenderer declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Tenderers / Contractors / Sub Contractors

- (1) The Tenderer(s)/ Contractor(s) undertake(s) to demand from all sub suppliers a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Tenderers, Contractors and Sub Contractors.
- (3) The Principal will disqualify from the tender process all tenderers who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Tenderer(s) / Contractor(s) / Sub Contractor(s)

If the Principal obtains knowledge of conduct of a Tenderer, Contractor or Sub Contractor, or of an employee or a representative or an associate of a Tenderer, Contractor or Sub Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Indian 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 Chairman, HEC.
- (3) The Tenderer(s)/ Contractor(s) 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 Supplier 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 Sub suppliers. The Monitor is under contractual obligation to treat the information and documents of the Tenderer(s)/ Contractor(s)/ Sub Contractor(s) 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 take corrective action, 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 Chairman, HEC 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 Independent Directors on the HEC Board.
- (8) If the Monitor has reported to the Chairman HEC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman HEC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (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 contract, and for all other Tenderers 6 months after the contract has been awarded.

If any claim is made / lodged 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 Chairman of HEC.

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 in the state of Jharkhand in India.
- (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)

(For & On behalf of Tenderer/ Contractor)

(Office Seal)

(Office Seal) Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address) -----

