

THE HANDICRAFTS & HANDLOOMS EXPORT CORPORATION OF INDIA LTD.

(A Govt. of India Undertaking)

Plot no: SP 31, 32 Guindy Industrial Estate, Guindy, Chennai – 600 032

INVITES

TENDER FOR

ENGAGEMENT OF AGENCY FOR PROVIDING MANPOWER OUTSOURCING SERVICES

AT

HHEC OF INDIA LTD.

SECTION-1

1. DEFINITIONS

HHEC shall mean The Handicrafts & Handlooms export corporation of India limited **Chennai Branch.**

Bid Validity Period shall mean a period of not less than **six months** from the last date for submission of the Bid Proposal.

Services shall mean providing Technical and Non-technical services to HHEC.

2.Successful Bidder The Bidder who interalia meets the following requirements:

- (a) meets the Technical and Financial criteria;
- (b) whose Bid Proposal are acceptable to the Tender committee of HHEC and
- (c) adheres / consents to adhere to all other conditions laid by HHEC.

3. BID SCHEDULE & VENUE

S. No.	Activity	Scheduled Date & Time
1.	Date of commencement of Bid Document	From The date of Publication on 12.04.2018
2	Last Date to obtain Bid Document	03.05.2018 and can be collected from the The HHEC of India Ltd. Plot no: SP 31,32 Guindy Industrial Estate, Guindy, Chennai – 600 032 by paying Rs 1000 in DD/Cheque/Pay order
3	Submission of Technical & Financial Bid	Bids should be dropped in TENDER BOX up to 04.05.2018 by 3.00 PM.
5.	Location of Tender Box	The HHEC of India Ltd. Plot no: SP 31,32 Guindy Industrial Estate, Guindy, Chennai – 600 032
6.	Venue of Opening of Technical Bid	The HHEC of India Ltd. Plot no: SP 31,32 Guindy Industrial Estate, Guindy, Chennai – 600 032
7.	Date & time of Opening of technical Bid	04.05.2018 by 4.00 PM.
8.	Financial Bid	Will be conveyed to the bidders who qualify the Technical Bid.

4. THE TENDER

The HHEC of India Limited, a Government of India Undertaking invites tenders for engagement of Outsourcing Agency for providing Technical and Non-technical services of HHEC Chennai subject to terms and conditions given hereunder for a period of Two Years. The cost of tender document is Rs 1000/- (Rupees One thousand only). The tender document may be collected from our Chennai office by paying DD /Cheque of Rs.1000/- drawn in favour of “**HHEC of India Ltd, payable at Guindy, Chennai.**”

4.1 SUBMISSION OF BID

The Bidding Process shall be in two parts, viz.

Part- I : Technical Bid

Part- II: Financial Bid

The tenders are required to be submitted in two sealed envelopes duly marked A&B separately i.e. Envelope (A) will contain Tender application Form along with document of eligibility criteria and earnest money and other supporting documents, super scribing the same as “**Technical Bid for engagement of Manpower Outsourcing Services** to provide Technical and Non-technical services to HHEC Chennai. Envelope (B) will contain the rates offered by the Tenderers in the prescribed proforma along with **each page of terms and conditions duly signed** super scribing the same as “**Financial Bid for engagement of Manpower Outsourcing Services** to provide Technical and Non-technical services to HHEC of India Ltd. The envelope ‘B’ will be opened only if the tenderer fulfills the eligibility criteria as contained in envelope ‘A’. The envelopes containing the Technical Proposals, Financial Proposals, EMD shall be placed into an outer envelope and sealed. Super scribing the same as “**Bid for engagement of Manpower Outsourcing Services** to provide Technical and Non-technical services to **HHEC, Chennai**. HHEC shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

The bidder should take care in submitting the bid properly filed so that enclosed papers are not found loose and fall apart at the time of opening of the tender or later. The bid document should be properly numbered and **signed on each page by the authorised signatory of the company under company seal** and submitted in a file in proper manner so that paper do not bulge out and tear during scrutiny.

4.2 Part of Technical Bid

Annexure I	Contains instructions for the bidders.
Annexure II	Is the format for Technical Bid.
Annexure III	Declaration by bidder.
Annexure IV	Covering letter for submission of proposal by Outsourcing Agencies.
Annexure V	Detailed terms & conditions – to be submitted along with Technical Bid.

4.3 **Part of Financial Bid**

Annexure VI Is the format for Financial Bid.

Annexure VII Covering letter for submission of Financial Bid.

Bids with all the relative annexure as above should be dropped in **TENDER BOX No. 1** kept at The HHEC of India Ltd. Plot no: SP 31, 32 Guindy Industrial Estate, Guindy, Chennai – 600 032 by the date of Submission of Bid as per Bid Schedule/Venue as per point No 3.

To ensure uniformity at the time of evaluation and finalization of offers the bidder shall *strictly follow the format & procedure* indicated in the Annexure.

4.4 **Earnest Money Deposit**

Technical Bid must be accompanied by a Pay order/demand Draft of Rs. 50,000/- (Rupees Fifty Thousand only) in favour of “**HHEC of India Ltd. Payable at Chennai** towards EMD. **Technical bids not accompanied with the above Pay order/Demand Drafts are liable to be rejected.** The Pay order/demand draft should be from Scheduled banks and Nationalised Banks. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. No interest shall be paid on the EMD. If any of the selected bidders, refuses/ or is unable to execute the order, its EMD will be forfeited.

4.5 **VALIDITY OF TENDER:** Financial Bid of the bidders short-listed by the Technical Committee will only be opened. The rate quoted in Financial Bid should be inclusive of all taxes, duties, etc. The quote should be firm and valid for six months from the date of Tender Closing Date i.e. **04.05.2018**. No price escalation on any ground whatsoever will be entertained during the period of validity of the rates.

4.6 The tender shall be awarded to the lowest Financial Bidder selected through the evaluation of Technical Bid process.

Yours Faithfully

Manager (HR)

Annexure-I

5. INSTRUCTIONS TO THE BIDDER

5.1 GENERAL TERMS & CONDITIONS OF THE TENDER

- 5.1.1 Sealed tenders (super scribing Bid for Providing Manpower Outsourcing Services) are invited from bonafide Outsourcing Agencies at the The HHEC of India Ltd. Plot no: SP 31, 32 Guindy Industrial Estate, Guindy, Chennai – 600 032.
- 5.1.2 Tender should strictly conform to the specifications. Tenders not conforming to the specifications will be rejected summarily.
- 5.1.3 Any incomplete or ambiguous terms/conditions/quotes will disqualify the offer.
- 5.1.4 An authorized representative of the Outsourcing Agency shall initial all pages of the original Technical and Financial proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial proposals shall be marked “ORIGINAL”.
- 5.1.5 Any proposal received after the deadline for submission shall be returned unopened.
- 5.1.6 HHEC reserves the right to accept / reject any or all quotations without assigning any reasons therefore.
- 5.1.7 Any new set of terms and conditions from the bidders is not acceptable to HHEC.
- 5.1.8 HHEC reserves the right to stop the tender process at any stage and go in for fresh tendering without assigning any reasons.
- 5.1.9 The bidder(s) who do not qualify in the technical bid will not be considered for financial bidding.

- 5.1.10 No binding legal relationship will exist between any of the Bidders and HHEC until execution of a contractual agreement / Issuance of Work Order. Bids must remain valid and open for evaluation according to their terms for a period of six months from the time of submission of Bids.
- 5.1.11 HHEC may, in its absolute discretion, seek additional information or material from any Bidders after the Bid closes and all such information and material provided must be taken to form part of that Bidder's response.
- 5.1.12 Bidders should provide details of their Fax, email and full address(s) to ensure that replies to Bids could be conveyed promptly.
- 5.1.13 The Outsourcing Agencies shall possess the police verification certificates of its workforce and must attach the copies of verification certificates from Police Department.
- 5.1.14 The Outsourcing Agencies shall also attach list of its clients, performance certificates including Government bodies & PSUs.
- 5.1.15 Any sister concern of the Bidder/applicant is not permitted to apply against the same tender. Sister concern means a company, partnership firm or proprietorship firm having one or more common persons as Directors/partners/owners in the Bidder/applicant firm.
- 5.1.16 HHEC may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the bid closes to improve or clarify any response.
- 5.1.17 Any form of canvassing / lobbying / influence / query regarding short listing, status, etc will be a result in disqualification.
- 5.1.18 The Proprietor/authorised representative of Outsourcing Agencies will be required to give a declaration in the enclosed proforma (Annexure IV).
- 5.2.1 **NAME & NATURE OF WORK: "To Provide Manpower Outsourcing Services to HHEC of India Ltd. At Chennai Branch.**
- 5.2.2 Please read the terms & conditions governing the tender carefully.
- 5.2.3 Please fill in the relevant information in the blanks provided.

- 5.2.4 Please sign in full by the Authorised Signatory (ies) with Company Seal in all the relevant Annexure and return the complete set in sealed cover.
- 5.2.5 Sealed Envelop of Bids should be dropped in Tender Box kept in Admn Dept. of The HHEC of India Ltd. at Plot no: SP 31, 32 Guindy Industrial Estate, Guindy, Chennai – 600 032. No advance copy of bid through Email/Fax or in any other form should be disclosed to any of the employee of HHEC/ bidder.
- 5.2.6 No consideration will be given to bids received after the time stipulated above and no extension of time will be permitted for submission of quotation.
- 5.2.7 Bids not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected.
- 5.2.8 All prices quoted in financial bid should be inclusive of all taxes, duties, levies etc HHEC will not issue certificates of any kind pertaining to tax exemptions. The rate of taxes & duties included needs to be mentioned in Financial Bid.
- 5.2.9 During the validity period of tender quotes, any upward change in the duty or tax are to be borne by the Bidder. In the event of any downward revision of levies/duties etc., the same should be passed on to HHEC, notwithstanding what has been stated in the quotation or in the Letter of Intent.

6. CONDITIONS GOVERNING THE TENDER:

Signature: The authorised person(s) should sign the Tender Document and related Annexure only. A copy of the letter issued by competent authority authorising the person(s) to sign on behalf of the company should be enclosed.

7. SCOPE OF WORK

To provide Manpower outsourcing services to HHEC of India Ltd, at Chennai Branch.

8. MINIMUM ELIGIBILITY CRITERIA

The Bidder must satisfy the following minimum criteria.

- 8.1 The Outsourcing Agency shall have experience of atleast Four Years in this field and should have annual turnover of minimum Rs.50.00 lakh (Rupees Fifty Lakh) as receipts during the preceding three years (i.e. 2014-15, 2015-16 and 2016-17). An audited copy of Balance Sheet, Profit & Loss account and Audit report if any & latest Service Tax return, attested by a Chartered Accountant, be submitted as supporting documents.
- 8.2 The Outsourcing Agency shall have at least **150 numbers** of Workers in the Agency. The Outsourcing Agency shall give full details of man power strength, organizational structure, composition of Directors, Partners. The Outsourcing Agency will attach the proof of

employment of its 150 workers. The Outsourcing Agency shall also provide relevant information regarding its training facilities given to its workers.

- 8.3 The Outsourcing Agency blacklisted and/or debarred on the basis of FIR lodged against it or any other fault connected with outsourcing services are not eligible. Bidder has to give a declaration as per Annexure-III.
- 8.4 The Outsourcing Agency should be registered with Provident Fund, ESI, and should be valid holder of Licenses obtained under various statues. In support, copies of Registration Certificates with the Government Departments are required.

9. **BIDDER NOT TO MAKE ALTERATION IN TENDER DOCUMENT:**

No alterations, which are made, by the Bidder in the specifications accompanying this notice shall be recognised, and if any such alterations are made, the quotation shall be invalid. Any quotation, which purports to alter, vary or omit any of the conditions herein, is liable to be rejected.

10. **RATES SHOULD BE COMPLETED IN ALL RESPECTS.**

- 10.1 The rates must be completed in itself, properly worked out to cover all the Bidder's obligations under the contract and all matters and things necessary for the proper completion of the work, and the rates quoted therein must be correct and sufficient to cover the Bidder's costs, overheads and profits etc. The same shall not be allowed to be reworked.
- 10.2 The Outsourcing Agencies are required to quote their rates with break up i.e. ESI, PF, DA, Service Tax etc.
- 10.3 The participating tenderers shall quote their rates on a firm and fixed basis. Conditional or incomplete tenders are likely to be summarily rejected.

11. **VALIDITY PERIOD OF BID**

The bid should be firm for a minimum period of six months from the date of submission of bids.

12. **Rights of HHEC of India Ltd:**

- 12.1 HHEC does not bind itself to accept the lowest quote and reserves the right to reject any or all the quotes received, without assigning any reason therefore.
- 12.2 While placing the award of contract, HHEC further reserves its right to delete or reduce any item without assigning any reason therefore.

13. PAYMENT TERMS:

Payment will be made by the HHEC to the Outsourcing Agency on monthly basis and normally within 15 days on receipt of the bill(s), provided the Outsourcing Agency has complied with all the terms and conditions of the contract. The payment for a particular month will be made in full only after verifying the attendance of the workers at its offices. However, contractor should pay the wages of current month on 7th of the following months to all contract persons engaged by them.

14. SUBCONTRACTING NOT ALLOWED

The Bidder shall not, without the prior written consent of HHEC sub-contract or permit anyone other than the Bidder's own personnel to perform any of the work, services or other performance required of the Bidder.

15. DETAILED TERMS & CONDITIONS

Detailed terms & conditions are given in Annexure-VI. The Bidders are required to submit the same, duly signed, along with the Technical Bid.

16. FORMAL AGREEMENT

After the award of Contract, the Bidder will be required to enter into an agreement with HHEC within Fifteen days as per Annexure – V containing terms and conditions governing the contract.

Note: Bidders will sign in each page of tender document. All the documents is part of the contract.

Format for Technical Bid

To,

The HHEC of India Ltd.
Plot no: SP 31, 32 Guindy Industrial Estate,
Guindy, Chennai – 600 032.

Description of the works: Engagement of Outsourcing Agency by HHEC at its various locations in India.

1.	Name of The Bidder (Company Name)/Firm Name etc.	
2.	Address of Corporate Office	
3.	Address of Dealing Branch Office	
4.	Telephone No	
5.	Fax No.	
6.	Contact Person for the Project With Telephone No, Email	
7.	Details of work experience with proof a) with Govt. bodies/PSUs b) with any other company	
8.	Type of Business	

9.	<p>Details of sister concerns</p> <p>(i) Name and Address</p> <p>(ii) Activities engaged in by sister concerns</p> <p>(iii) Name, address and telephone numbers of proprietors/Directors/Partners of Sister concerns</p>	
10.	<p>Constitution of the Firm Whether proprietor or Partnership or Co.op. society or Company (enclose copy of partnership deed/registration of society/Memorandum and Articles of Association, duly attested)</p> <p>Whether registered or not, in case registered, Registration No. and date/ place of Registration or incorporation. Whether registered with DGR</p>	<p>If Yes, Registration No.</p>
11.	<p>PF No.</p> <p>ESI No.</p> <p>PAN No.</p> <p>GST No.</p>	
12.	<p>Details of proprietor or partners or Directors i.e. their names, address, telephone numbers, CV (Attested copies of registered partnership Deed, Form A&B to be enclosed)</p>	<p>--Please enclose separate annexure--</p>
13.	<p>Does your company have an existing relationship with HHEC? Describe the nature and extent of this relationship.</p> <p>OR</p> <p>If worked with HHEC earlier, give details of the period for which worked and under what name & style</p>	

14.	Financial status Whether Income Tax Assesses or not	
15.	Turnover (enclose a copy each of audited balance sheet, Profit & Loss A/c. as well as Attested copies of Assessment orders>Returns filed with Income Tax Dept. For the last 3 years)	
	Year 2014-15	
	Year 2015-16	
	Year 2016-17	
16.	i) Details of bankers, addresses, telephone numbers and Bank A/c Number ii) Details of credit limits, if any	
17.	Details of Immovable property owned by the firm/proprietor/director/partners (attach extra sheets, if required)	
18.	Whether any criminal case or FIR filed against any partner or proprietor or director or convicted by any Court of Law or any other Act pending in any other Court of Law if so, give details.	
19.	The amount of earnest money deposited with Demand Draft/Pay Order No, date and the Nationalized Bank on which drawn.(Cheque will not be accepted)	

Signature of Authorized Signatory:_____

Name and Title of Authorized Signatory:_____

Name of Firm/Company:_____

20. CONTACT DETAILS OF THE EXISTING CLIENTS OF THE BIDDER

Sl. No.	Contact Details of the existing clients of the Bidder	Running live since date

- Please Provide the copy of agreement for the above mentioned client list

21. CONTACT DETAILS OF THE BIDDER

Name of the company	
Company's address in India	
Contact Person	
Telephone no.	
Fax	
E-mail address	

DECLARATION:

1. The particulars furnished in the above tender form are true to the best of my / our knowledge and belief and no material fact has been concealed therein.
2. I/We undertake to execute the contract in the event of its being awarded by the HHEC at Chennai, and in the event of my / our failure to do so the HHEC/Corporation shall be entitled to forfeit the earnest money deposited by me / us and the HHEC/Corporation shall be free to assign the contract to any other Outsourcing Agency at my / our risk and cost.
3. I/We carefully have gone through the attached terms and conditions and I/We undertake to abide by the same and execute necessary agreement containing attached terms and conditions or any additional terms & conditions which the HHEC may like to add with mutual consent.
4. I/We hereby declare that I/We am/are proprietors/ partners/Director in other firm, viz. M/s. _____ and these sister concerns have not applied against the same advertisement
5. I / We hereby declare that no criminal case is pending in any court of India against the Firm / Company or its Partner / Director for any criminal act alleged to be committed in the course of providing the security services by the Firm / Company to any of its Client.
6. The following documents / annexure duly filled in are enclosed:
 - a)
 - b)
 - c)
 - d)

Dated _____

Signature of the applicant

Name _____
(in full) & Status in the firm (Seal)

Covering letter for submission of proposal

Location_____

Date_____

To,

The HHEC of India Ltd.
Plot no: SP 31, 32 Guindy Industrial Estate,
Guindy, Chennai – 600 032.

Dear Sirs:

We, the undersigned, offer to provide outsourcing services in accordance with your request dated _____. I/We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials] : _____

Name and Title of Signatory : _____

Name of Firm : _____

Address : _____

HHEC OF INDIA LTD.
Outsourcing Workers needed for its office at Chennai

TERMS & CONDITIONS

1. The contractor shall provide Technical and Non-technical workers on need basis at the offices of HHEC at various locations in India for providing Technical and Non-technical services.
2. These workers will be required to render their services at the offices of HHEC at Chennai. The HHEC shall intimate the actual number of workers to be employed on weekly/monthly basis.
3. The HHEC shall have the exclusive right to appoint one or more Outsourcing Agency for providing services at HHEC and to divide the work between such Outsourcing Agencies in any manner that the Corporation may decide and no claim shall lay against the Corporation by reason of such division of work.
4. The agreed rate(s) by the Outsourcing Agency shall be valid during the period of the contract and also during the extended period, if any.
5. No escalation on any account of increase in labour or incidental charges shall be permissible by the Corporation to the Outsourcing Agencies during the period the contract remains in force.
6. The contract shall remain in force for a period of **Two years from the date of award and the said period may be extended as per mutually agreed terms after satisfactory completion of contract**, at the sole discretion of the Corporation.
7. Payment will be made by the HHEC/Corporation to the Outsourcing Agency on monthly basis and normally within 15 days on receipt of the bill(s) provided the Outsourcing Agency has complied with all the terms and conditions of the contract. The payment for a particular month will be made in full only after verifying the attendance of the workers at its offices. However, contractor should pay the wages of the current month on 7th of the following month to all contract persons engaged by them.
8. Applicable taxes shall be deducted at source from the payment made to the Outsourcing Agency from time to time, in accordance with the Income Tax Act/Rules as applicable.

9. The Outsourcing Agency shall provide the workers at HHEC as per the requirement of the HHEC/Corporation and ensure that the workers will render its services with all efficiency, diligence, honesty and as per instruction given by HHEC in this behalf. However, in special cases the contractor may be required to arrange more number of workers at short notice and he shall be bound to comply with such requisitions, for which the Outsourcing Agency will be paid as per quotation given.
10. All the workers shall be in proper clean uniform as prescribed by the Outsourcing Agency.
11. The Workers provided by the Outsourcing Agency shall be in good health. Any worker found in possession of Liquor or found to have consumed alcohol or any intoxicated substance shall have the effect of terminating the contract.
12. The Outsourcing Agency shall ensure that all the workers deployed by it shall be appropriately educated & are well versed with the general rule of discipline of the HHEC. The Outsourcing Agency shall also ensure that the workers deployed by it are not convicted by any court of law for any offence/s
13. The Outsourcing Agency shall ensure that there will be only prescribed number of workers at the prescribed office. It is the responsibility of the Outsourcing Agency that its workers have reached the offices of HHEC on time. HHEC shall not pay any travel allowance to the workers for reaching the offices of HHEC.
14. The Outsourcing Agency shall be responsible for the various works assigned to them at the premises, offices, showrooms, godowns etc of HHEC.
15. The Outsourcing Agency will ensure that a complaint book is maintained by the Outsourcing Agency at the offices of HHEC. The complaint book(s) shall be regularly made available to the concerned authorized representative of the Corporation for going through and attending to the complaints/suggestions given. The contractor shall ensure that all suggestions/ complaints are attended to and rectified promptly.
16. Under no circumstances shall the number of workers be reduced less than the prescribed number of workers.
17. The HHEC/Corporation shall have the right to terminate the agreement and forfeit the Security Deposit after giving a **notice of 7 days**, if it is found that the workers of the Outsourcing Agency are found involved in any anti social, illegal activities during the course of the agreement.
18. None of the parties shall be liable or responsible for failure to perform or delay in performance of their respective obligations there under if such failure or delay is due or attributable to or

arises out of any Force Majeure event, provided notice of occurrence of any Force Majeure event is given by the contractor to the Corporation within a period of thirty (30) days of such occurrence. The Managing Director/Chairperson of the Corporation shall be empowered to decide on the basis of facts and circumstances as to whether the doctrine of Force Majeure is applicable.

19. To the extent that the event is not within the reasonable control of the contractor whose performance under this Contract is affected thereby, for the purposes of this Contract, Force Majeure may mean and include any of the following events or circumstances: fire, epidemic, act of God, hostilities, armed conflicts, civil disturbances, acts of the public enemy or belligerents, riots, earthquake, government laws, orders and/or rule and regulations.
20. The Outsourcing Agency shall be solely and exclusively responsible for any loss incurred by the HHEC/Corporation on account of any disputes between the Outsourcing Agency and its workers and shall be exclusively responsible for such personnel under any/statutory enactments under the laws applicable of them.
21. The Outsourcing Agency shall be fully and absolutely responsible for the payment of all central, state and local taxes and contributions, including penalties and interest, imposed pursuant to income tax, workmen's compensation or any other similar statute, to the workers and/or personnel engaged and/or deputed by the Outsourcing Agency pursuant to this contract and the Outsourcing Agency shall be solely responsible for any liability to third parties resulting from the negligent or intentional acts or omissions of the Outsourcing Agency, its workers, employees arising from or occurring in the course of this contract and shall indemnify and keep indemnified the Corporation and its officers in this regard.
22. The Contractor shall normally render his service during whole day and night at the offices, showrooms, etc. of HHEC, as required in the nature of work, but the working hours may be extended by the Corporation during exigencies and in public interest.
23. In case of any misappropriation, loss or damage to the property of HHEC, the Outsourcing Agency shall be liable for action under the Act applicable.
24. The Outsourcing Agency shall issue identity cards, to its workers, employees, representatives etc. at his own cost.
25. On selection of a Outsourcing Agency, the EMD of Rs 50,000/- shall stand automatically adjusted into Security Deposit of Rs.1.00 Lac. The Outsourcing Agency shall be required to make the payment equivalent to the difference amount to HHEC to bring the security deposit to the level of 5% of contract value in the form of FDR / DD in favour of the HHEC/Corporation from a Nationalized Bank & Schedule Bank, after the award of the contract within stipulated period mentioned in the award letter. The security in form of FDR/DD shall be valid for one year.

In case of extension of contract period, the security deposit shall also be required to be extended for the extended contract period.

26. The HHEC/Corporation shall not be liable for payment of any interest on the Security Deposit for the time it is held by the Corporation. Neither any interest shall be payable in case of delay in release of security deposit on account of claim raised or any disputes regarding any amount due from the Outsourcing Agency by Corporation or any other party.
27. The Security Deposit will be refunded to the Outsourcing Agency on due and satisfactory performance of the services subject to such deductions from the security as may be necessary for making up of the Corporation's claims against the contractor.
28. In the event of security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the remaining balance due within a specified period prescribed by the Corporation.
29. In the event of any breach of the terms and conditions of the Agreement, the Corporation shall be empowered to forfeit the security deposit in part or full besides any other penal actions which may be warranted. The managing Director/Chairperson reserves the right to waive the penalties/damages in part or full if the breach is involuntary due to act of God and other exigencies at their sole discretion.
30. The Outsourcing Agency shall carry out all services assigned or entrusted to him during the course of business by Managing Director or Chairperson or an officer acting on their behalf and shall abide by all instructions issued to him from time to time by the said officer(s). He shall render the services to the satisfaction of the Managing Director or Chairperson or an officer acting on their behalf together with such ancillary and incidental duties, services and operations as may be indicated by the said officer(s) and which are not inconsistent with the terms and conditions of the agreement. The contractor shall always be bound to act with reasonable diligence and in a business like manner.
31. In the case of partnership firms, the Contractor shall submit to the Corporation a copy of its Partnership Deed duly attested along with a copy of Form A and Form B of the Registrar of Firms. In case of a company, the company shall submit a copy of its Memorandum and Articles of Association.
32. The Outsourcing Agency shall not make any change in the constitution of the company/firm in any manner, during the currency of the contract, without seeking prior approval of the Corporation. The contractor shall notify to the Corporation the death/resignation of any of the Directors / partner(s) immediately on the occurrence of such an event. On receipt of such notice, in case of a partnership firm, the Corporation shall have the right to terminate the contract or to enter into contract with the surviving partner(s) legally authorized to do so at the discretion of the Corporation on the same terms and conditions.

33. In the event of the Outsourcing Agency having been adjudged insolvent or going into liquidation or winding up of his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Chairperson or Managing Director shall be at liberty to terminate the contract forthwith without prejudice or any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the Outsourcing Agency and to claim from the Outsourcing Agency any resultant loss sustained or costs incurred.
34. The Outsourcing Agency shall not sub-award, transfer or assign the contract or any part thereof in any manner without the previous written approval of the Corporation. In the event of the Outsourcing Agency contravening this condition the Corporation shall be entitled to entrust the work to anyone else at the risk and cost of the Outsourcing Agency.
35. All workers/ personnel employed by the Outsourcing Agency shall be engaged by him as his own servants in all respects and the responsibility under the Indian Factories Act or the Workmen's Compensation Act, Employees Provident Fund Act or Contract Act or Bonus Act or any other similar enactment in respect of all such personnel shall be that of the contractor. The Outsourcing Agency shall be bound to indemnify and shall keep indemnified the HHEC/Corporation against all claims whatsoever in respect of the said personnel and Workmen's Compensation Act or any statutory modification thereof or otherwise or in respect of damage or compensation payable in consequence of any accident or injury sustained by any workmen or other persons whether in employment of the Outsourcing Agency or not. In case the Corporation is held responsible for making any kind of payment to the employees of Outsourcing Agency under any statutory provision, the said amount shall be deducted from the bills of the Outsourcing Agency or recovered from the amount of security deposit or in any other manner.
36. The Outsourcing Agency shall engage competent and adequate workers and trained personnel to the satisfaction of the Managing Director or Chairperson or an officer acting on their behalf for ensuring rendering efficient service. The Outsourcing Agency shall be responsible for the good conduct of his employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct by him or his servants or representatives.
37. The Manpower providing agency shall provide uniform to any/all the staff, if required, deployed through it by HHEC at its own expense as prescribed by HHEC.
38. The contractor shall ensure the following compliances
 1. Maintain documents/records, legal or otherwise as directed and produce the same for Inspection, verifications to First party's Authorized Representatives as and when required.
 2. The payment of wages as per the provisions of the Minimum Wages Act or such any other Act of enactment in force from time to time and which may be applicable to the second party establishment.

3. The payment of compensation under workman's Compensation Act in case of injury to an employee during the course of employment and the First Party will not be liable and shall stand totally absolved of any liability in his behalf.
4. The contractor shall also ensure the compliance of all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, as applicable to the principal employer and/or the Contractor. He shall further comply with all the Labour laws applicable to his employees and more specifically with.
 - A. The Factories Act, 1948
 - B. The Payment of Wages Act, 1936
 - C. The Minimum Wages Act, 1948
 - D. The Payment of Bonus Act, 1965
 - E. The Payment of Gratuity Act, 1972
 - F. The Employees Provident Fund and Miscellaneous Provisions Act, 1952
 - G. The Employees State Insurance Act, 1948
 - H. In the event , the Contractor fails to comply with the above said provision of law and due to which HHEC incur any losses all costs in connection therewith shall be recoverable from the Contractor by the HHEC or may be deducted from any money due Or that which becomes payable to the Contractor under this agreement.
39. The wages/overtime to the workers/personnel/staff engaged by the contractor shall be borne by the contractor. The workers/personnel/staff through whom the work undertaken by the Outsourcing Agency in the agreement is performed shall exclusively be the employees of the contractor and shall not in any event deemed to be in the employment of the Corporation.
40. All the liabilities, responsibilities, direct or indirect, in respect of said workers/personnel/staff arising under law in force shall be that of the Outsourcing Agency and the Corporation shall not be responsible for it in any manner whatsoever.
41. It shall be the sole responsibility of the Outsourcing Agency to arrange the workers/personnel/staff for implementation of this agreement. The Corporation shall not, in any manner, be responsible to sort out any labour or any other problems during the period of this agreement. The Corporation shall have the right to terminate this agreement and forfeit the security deposit, without notice, in case the Outsourcing Agency is unable to implement the agreement on account of any labour problems; and shall get the work executed, in part or full, at the risk and cost of the contractor.
42. The Corporation shall review the arrangements based upon the performance of the Outsourcing Agency in all respects from time to time.
43. The Corporation reserves the right to terminate the contract at any time and for any reason, whatsoever but not limited to breach of any of the terms and conditions of the contract by the

Outsourcing Agency, without assigning any reasons thereof after giving one week's notice in writing.

A party shall be deemed to have been served with a notice in writing as envisaged in this contract, in case the same is sent by registered post/speed post/courier or facsimile transmission at the address given in this contract.

- 43.1 Any/If dispute of difference of any kind shall arise between HHEC and the contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicable by mutual consultations.
- 43.2. If the parties fails to resolve their dispute of difference by such mutual consultation with twenty-one days of its occurrence, either HHEC or contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, of India or any amendment thereof. In the case of a dispute or difference shall be referred to the sole arbitration, appointed by HHEC. The award of the arbitrator shall be final and binding on the parties to the contract .The cost of Arbitration shall be borne by both the parties equally.
- 43.3 The venue of arbitration shall be at Chennai.
- 43.4 Courts at Chennai alone shall have the jurisdiction in respect of the disputes relating to the present contract.
44. The successful tenderer shall execute an agreement with the Corporation containing all these terms and conditions and other conditions which the Corporation may like to incorporate with mutual consent of parties.
45. The managing Director/Chairperson of this Corporation reserves the right to relax any of the provisions contained herein above.
46. Final tender accepted will be between HHEC (entity registered) and successful tenderer.
47. All relevant Local laws, Central laws and Government directions will have to be complied with by the successful tenderers. In case of any such infringement, they will be solely liable for the same.

ANNEXURE-VI

Format for financial bid

(to be placed in envelope 'B')

HHEC OF INDIA LTD.
Plot no: SP 31, 32 Guindy Industrial Estate,
Guindy, Chennai – 600 032

Description	RATES				
	Unskilled	Semiskilled	Skilled	Graduate	LMV - Drivers
Working Hours Per Day					
Basic including VDA					
PF on Basic and DA					
ESI on Basic and DA					
Bonus (if applicable)					
Weekly off charges					
Overtime charges					
Service Charges (please specify %)					
Any other Charges besides above					
Taxes (specify rate and nature)					

Dated _____

Signature of the applicant

Name _____
(in full) & Status in the firm (Seal)

(Please see instructions for the bidders).

Covering letter for submission of Financial Bid

Location _____

Date: _____

To,

The HHEC of India Ltd.
Plot no: SP 31, 32 Guindy Industrial Estate,
Guindy, Chennai – 600 032.

Dear Sir,

We, the undersigned, offer to provide outsourcing services in accordance with your request dt._____. Our attached Financial Proposal is for the sum of _____ (in words and figures]. This amount is inclusive of the_____ taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials] : _____

Name and Title of Signatory : _____

Name of Firm : _____

Address : _____
