

**National Highways and Infrastructure Development Corporation Limited**  
(A Public Sector Undertaking under the Ministry of Road Transport & Highways, Govt. of India)  
3<sup>rd</sup> Floor , PTI Building , 4, Parliament Street , New Delhi

**TENDER DOCUMENT**

**Selection of Manpower Placement Agency for providing Middle-Management Personnel for working in NHIDCL Headquarters at New Delhi/ Branch Offices located across India.;Highways**

Earnest Money Deposit	: Rs 1,00,000/-
Cost of Bid documents	: Rs 1000/-
Pre-Bid Conference	: 3:00 PM on 29.09.2015
Clarification on the Pre-Bid Conference (to be posted on <a href="http://www.nhidcl.com">www.nhidcl.com</a> )	: By 5:00 PM on 05.10.2015
Last date and time for submission of Bids	: 3:00 P.M. on 09.10.2015
Date and time for opening of Technical Bids	: 4:00 P.M. on 09.10.2015
Date and time for opening of Financial Bids	: To be notified later on

**CONTENTS OF TENDER DOCUMENT**

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**TENDER NOTICE**

National Highways and Infrastructure Development Corporation invites sealed tenders under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Placement Companies/Firms/Agencies (henceforth called Agency) for providing Middle-Management Personnel in the field of Finance/Human Resources/Managerial/Languages/Humanities/Legal etc initially for a period of two years, from the date of award of the contract, which may be extended for a period of one year on same terms and conditions subject to the satisfactory performance .

2. The complete Tender Documents can be downloaded from the website of NHIDCL [www.nhidcl.com](http://www.nhidcl.com).

3. Interested Companies/Firms/Agencies may submit tender documents complete in all respect along with Earnest Money Deposit (EMD) of Rs. 100000/- (Rupees One Lakh only), and other requisite documents on or before 09.10.2015 by 3:00 P.M. to the **Director, (A&F) National Highways and Infrastructure Development Corporation Limited, 3<sup>rd</sup> Floor, PTI Building, 4-Parliament Street, New Delhi**. *No tender shall be entertained after this deadline under any circumstance whatsoever. The Technical Bids will be opened at 4:00 PM on 09.10.2015 and Financial Bids of technically qualified bidders will be opened, on a date to be notified later on, in the presence of authorised representative of the Bidders who wish to be present.*

4. NHIDCL reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all bids without giving any notice or assigning any reason thereof. The decision of the National Highways and Infrastructure Development Corporation Limited in this regard shall be final and binding on all.

**(Sanjay Jaju)**  
**Director (A&F)**

**Copy to:**

1. PS to MD
2. IT Cell – for display in NHIDCL website.

## **SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS**

The National Highways and Infrastructure Development Corporation Limited situated at 3rd Floor, 4 - Parliament Street, New Delhi-110001 requires reputed, experienced and financially sound Manpower Placement Companies/Firms/Agencies (henceforth called Agency) for providing Middle-Management Personnel in the field of Finance/Human Resources/Managerial/Languages/Humanities/Legal etc Such persons will be deployed at ,executive and managerial level in the NHIDCL Headquarters and its branch offices located across India,

1. The contract will be for a period of **Two years** from the date of award of contract. The period of contract may be further extended for a period of one year on the same terms and conditions or curtailed /terminated at any time before expiry of contract period depending upon requirement of NHIDCL.
2. The requirement of manpower may increase or decrease during the currency of contract, based on the actual work requirement. The selected Agency would have to provide a panel of sufficient number of Management professionals possessing the requisite qualification/experience out of which NHIDCL would reserve the right to select or return the same for further submission depending on their suitability.
3. The Agency would also be responsible for regular training of the deployed personnel. However, actual expenses for the official travel performed in the interest of the Company with prior approval would be reimbursed by NHIDCL.
4. The interested Agencies may submit the bid complete in all respects along with the Earnest Money Deposit (EMD) for Rs.100000/- (Rupees One Lakh only), in the form of Demand Draft /Pay Order drawn in the favour of **National Highways & Infrastructure Development Corporation Limited**, and other requisite documents in a sealed envelope addressed to Shri Sanjay Jaju, Director (Admin. & Finance) and drop it in the tender box kept at 3<sup>rd</sup> Floor PTI Building, 4- Parliament Street, New Delhi-110001.
5. Various crucial dates /time relating to “For selection of Manpower Placement Agency for providing Management personnel for working in NHIDCL Headquarters at New Delhi and its branch offices located across India etc.” **are as under:**

(a)	<b>Pre-Bid Conference</b>	<b>3:00 PM on 29.09.2015</b>
(b)	<b>Clarification on the Pre-Bid Conference</b>  (to be posted on <a href="http://www.nhidcl.com">www.nhidcl.com</a> )	by 5:00 PM on 05.10.2015
(c)	Last <sup>d</sup> ate and time for submission of Tender Documents	3:00 P.M. on 09.10.2015

(d)	Date and time for opening of Technical Bids	4:00 P.M. on 09.10.2015
(e)	Date and time for opening of Financial Bids of the technically qualified bidders	To be notified later on

6. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are required to submit two separate sealed envelopes super scribing “Technical Bids for selection of Manpower Placement Agency for providing Middle Management personnel for working in NHIDCL Headquarters at New Delhi and its branch offices located across India etc” & “Financial Bid for selection of Manpower Placement Agency for providing Middle Management personnel for working in NHIDCL Headquarters at New Delhi and its branch offices located across India etc.”. Both sealed envelopes should be kept in a third envelope super scribing “ Tender For selection of Manpower Placement Agency for providing Middle Management personnel for working in NHIDCL Headquarters at New Delhi and its branch offices located across India etc.”
7. The Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only), refundable (without interest) and cost of bid documents i.e Rs 1000/- (non-refundable) should be necessarily kept in the sealed cover containing Technical Bid of the Agency in the form of Demand Draft/Pay Order drawn separately in favour of “**National Highways and Infrastructure Development Corporation Limited, New Delhi**”, failing which the tender shall be rejected summarily.
8. Successful bidder will have to deposit Performance Security of Rs.10,00,000/- (Rupees Ten Lakhs Only), in the form of Fixed Deposit Receipt (FDR) made in the name of the Agency but hypothecated to the **Managing Director, National Highways and Infrastructure Development Corporation Limited, New Delhi** or Bank Guarantee issued in favour of **Managing Director, National Highways and Infrastructure Development Corporation Limited, New Delhi** covering two months in addition to the initial period of contract. On subsequent renewal/ extension of the contract, the FDR/ BG shall accordingly be renewed by the successful bidder for two months in addition to the extended contract period.
9. The tendering Agencies are required to enclose duly self attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered for further evaluation:-
  - (a) Registration Certificate.
  - (b) Copy of PAN/GIR card.
  - (c) Copy of IT return filed for the last three financial years.
  - (d) Copies of the EPF and ESI certificates.
  - (e) Copies of the Service Tax Registration Certificate.
  - (f) Proof of Annual turnover of the firm for the last 3 years duly certified by Chartered Accountant.

Conditional bids shall not be considered and will be summarily rejected

10. All entries in the tender form should be legible and filled clearly. If the space for furnishing the information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Non-adherence to this stipulation shall render the bid as non responsive .
11. The Technical Bid of tenders shall be opened at **4:00 P.M. on 09.10.2015** and Financial Bids of technically qualified bidders shall be opened on the date to be notified later on **at 3rd Floor, PTI Building, 4 - Parliament Street, New Delhi – 110001** in the presence of the authorized representative of the Agencies (if any), who are present on the spot at that time.
12. The **Competent Authority** of the National Highways and Infrastructure Development Corporation Limited reserves the right to cancel any or all the bids without assigning any reason.

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## **TECHNICAL REQUIREMENT FOR THE MANPOWER PLACEMENT**

### **AGENCY**

1. The tendering Agency should fulfil the following technical specifications and furnish self attested copies of documents in evidence of compliance with the specifications:-
  - (a) The Registered Office or one of the Branch Offices of the Agency should be located either in Delhi/New Delhi or NCR region of Delhi.
  - (b) The Agency should be registered with the appropriate registration authority.
  - (c) The Agency should have successfully completed at least one work of similar nature valued not less than Rs 50 lakh (providing Management personnel ) to reputed Private Companies/Public Sector Companies and Government Department etc. proof of which should be enclosed with the Technical Bid during last seven years.
  - (d) The Agency should be registered with Service Tax Department.
  - (e) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
  - (f) Copy of PAN card/IT return.
  - (g) Certificate of Annual Return from CA. **The average Annual Turn Over of the company for the last three financial years should not be less than Rupees 3 crores.**
2. Attested copies of the documents indicating compliance with the above specifications/requirements should be kept in the sealed envelope containing Technical Bids.

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## **ANTICIPATED REQUIREMENT**

**Requirements:** The requisite qualification, experience , remuneration and no. of professional required shall be decided and communicated from time to time.

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### **Evaluation of bids**

A minimum score of 50 (out of 100) is required for qualifying in technical bid evaluation based on the following criteria:-

<b>S.No</b>	<b>Parameters</b>	<b>Marks Alloted</b>
1.	Length of experience of providing manpower services i.e. providing manpower to reputed Private Companies/Public Sector Companies and Government Department etc.(relevant proof to be attached with technical bids)	5 marks for each complete year subject to a maximum of 20 marks
2.	Client profile—Number of Government organizations/PSUs/ Private organizations served/ presently being served for providing Manpower. (relevant proof to be attached with technical bids)	5 marks for each client subject to maximum 20 marks
4.	Available infrastructure for providing services (which would include availability of systems for recruitment, training, and placing professional technical resources, both in terms of physical infrastructure as well as online resources.)	10 marks for physical resources and 10 marks for online resources subject to maximum 20 marks
5.	Level of client satisfaction for completion of works of similar nature (providing Management Manpower) valued not less than Rs 50 lakh (certificate from client organization to be attached with the technical bids) Maximum four best works would be considered for evaluation.	Based on grading in the client certificate, 5 marks for each Excellent grading, 3 marks for each Good grading, 2 marks for each satisfactory grading, subject to maximum 20 marks.
6.	Sound financial standing of the tendering firm in terms of annual turnover, during the last three years. (relevant certificate from CA to be enclosed).	5 marks for Average Annual Turnover between Rs. 3 crore and Rs. 6 crore, 8 marks for Average Annual Turnover between Rs. 6 crore and Rs. 9 crore, 11 marks for Average Annual Turnover between Rs. 9 crore and Rs. 12 crore, 14 marks for Average Annual Turnover between Rs. 12 crore and Rs. 15 crore, 17 marks for Average Annual Turnover between Rs. 15 crore and Rs. 18 crore, and 20 marks for Average Annual Turnover of Rs. 18 crore and above during the last three Financial years.



- a.** Financial bids of only the technically qualified and eligible bidders would be considered for financial evaluation.
- b.** Final evaluation will be done on the basis of QCBS(Quality & Cost based Selection) i.e 60 % weightage to technical score and 40 % weightage to financial Score .

For Financial evaluation, 100 marks will be awarded to L1 , pro-rata marks will be awarded to all other bidders on the basis of L1

**APPLICATION-TECHNICAL BID**

**For selection of Manpower Placement Agency for providing Management Professional Manpower for deployment in NHIDCL.**

1. Name of Tendering Company/Firm/Agency  
(Attach certificate of registration)

2. Name of Proprietor/Director of Company/Firm/Agency:

3. Full Address of Regd. Office:

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Telephone No. :

FAX No.:

E-Mail Address :

4. Full address of Operating Branch:

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Telephone No. :

FAX No. :

E-Mail Address :

5. (a) Banker of Company/Firm/Agency

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(Full Address)

(attach certified copy of statement  
of A/c for the last three years)

.....

(b) Telephone Number of Banker

.....

6. PAN/GIR No.

.....

(Attach attested copy)

7. Service Tax Registration No. if any

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(Attach attested copy)

8. E.P.F. Registration Number, if any

.....

(Attach attested copy)

9. E.S.I. Registration Number, if any

.....

(Attach attested copy)

10. Financial turnover of the tendering Company/Firm/Agency for the last three Financial Years with documentary proof and certificate of the Chartered Accountant thereof. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2012-13		
2013-14		
2014-15		

11. Give details of the major clients served /presently being served by the tendering Company/Firm/Agency in the following format:  
(If the space provided is insufficient, a separate sheet may be attached)

Sl. No.	Details of client along address, telephone and FAX numbers	Amount value of Contract (Rs. In Lakhs)	Duration	
			From	To
1.				
2.				
3.				
4.				
5.				
6.				

12. Copy of client satisfaction for completion of works of similiar nature (providing Mangement Manpower) valued not less than Rs 50 lakh

Sl. No.	Details of client along address, telephone and FAX numbers	Amount value of Contract (Rs. In Lakhs)	Grading awarded by client		
			Excellent	Good	Satisfactory
1.					
2.					
3.					
4.					

13. Length of experience of providing manpower services i.e. providing manpower to reputed Private Companies/Public Sector Companies and Government Department etc:

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14. Details of available infrastructure in terms of systems for recruitment, training, and placing professional Management resources, both in terms of physical infrastructure as well as online resources.

Details of online resources :

Details of Physical Infrastructure

15. Additional information, if any  
(Attach separate sheet, if required)

Signature of authorized person

Date:  
Place:

Name:  
Seal:

## **DECLARATION**

1. I, ..... Son/Daughter/Wife of Shri..... signatory of the company/agency/firm mentioned above, is competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. I indemnify NHIDCL against any loss incurred by NHIDCL due to any act of omission or commission by the manpower deployed in NHIDCL through my Company/Agency/Firm.
4. My Company/Agency/Firm has not been blacklisted/debarred from participating in tender of any Ministry/Department of Government of India and Government of India undertaking in last three years.
5. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person (s)

Date:

Name:

Place:

Seal:

## APPLICATION – FINANCIAL BID

### For selection of Manpower Placement Agency for providing Management Professional Manpower for deployment in NHIDCL.

1. Name of tendering Company/Firm/Agency:.....

2. a) Details of Earnest Money Deposit: Rs.100000/- (Rupees One Lakh Only)

D.D/P.O. No. & Date:

Drawn on the Bank:

b) Details of cost of bid documents : Rs .1000/- (Rupees one thousand only)

D.D/P.O. No. & Date:

Drawn on the Bank:

3. All Management Professionals, executives, and managerial staff deployed in the National Highways and Infrastructure Development Corporation Limited will be paid their remuneration on monthly basis by the Company/Firm/Agency through individual bank accounts opened at **Syndicate Bank, Transport Bhawan or bank branches prescribed by NHIDCL** and the photocopies of disbursed cheque/documents, along with proof of receipt thereof by the deployed staff shall be submitted to the National Highways and Infrastructure Development Corporation Limited before the end of each month. National Highways and Infrastructure Development Corporation Limited shall verify the actual payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider in addition to other legal action.
4. The remuneration payable to the Manpower and the qualification and relevant work experience of the Manpower shall be decided by NHIDCL and the placement agency shall ensure that the deployed Manpower has the requisite experience and qualifications . The Agency will have to furnish an Affidavit that it is in compliance with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities thereon.
5. All statutory payments such as ESI, EPF, Service tax etc are not be quoted by the bidders, only the administrative /service charges to be charged by the service provider is to be quoted in column no. (v) below:

Sl. No.	Component of Rate	Amount in Rs. per person/per month
i.	Remuneration per person	Would be fixed by NHIDCL for various positions from time to time.
ii.	Employees Provident Fund @ % of 1 (if applicable)	Not to be quoted by the bidder. It shall be paid as per rules framed by EPFO from time to time.
iii.	Employees State Insurance @ % of 1 (if applicable)	Not to be quoted by the bidder. It shall be paid as per rules framed by the ESIC from time to time
iv.	Service Tax Liability @ % of	Not to be quoted by the bidder. It shall be paid as per rules framed by Customs and Excise department from time to time.

v.	Agency Adm./Service Charge/Any other liability/charges (pl. Indicate)	To be quoted in % of the amount payable as in( i )above _____% In word:_____%

Signature of authorized person (s)

Date:

Name:

Place:

Seal:

### **Notes:**

1. The Administrative /Service Charge/ Any other liability/charges (mentioned in para 5 (v) above) to be charged by the service provider should be quoted in percentage term only of remuneration to be paid to each personnel(excluding taxes as at para 5 (ii), (iii), (iv) above). **The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies.**
2. **In cases where the bidder has submitted “NIL” Charge/Amount over and above the remuneration payable to the Manpower, the bid shall be treated as unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM NO. 29(1)/2014-PPD dated 28<sup>th</sup> January, 2014.**
3. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each Management person . Attendance along with certificate for satisfactory performance of the duties shall be provided to the agency for releasing payment to the Management personnel deployed.
4. The agency shall ensure that the remuneration to the deployed Management personnel is released by the 7<sup>Th</sup> of the succeeding month .

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## **Terms and conditions of contract**

### **General**

1. The contracting Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Company.
2. The National Highways and Infrastructure Development Corporation Limited, at present, is in requirement of Management Manpower on urgent basis. The requirement of the National Highways and Infrastructure Development Corporation Limited may increase or decrease during the period of initial contract and the bidder would have to provide additional Manpower, if required on the same terms and conditions.
3. The bidder will be bound by the details furnished by him/her to the National Highways and Infrastructure Development Corporation Limited, while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be breach of terms of Contract making him/her liable for legal action besides termination of contract.
4. The National Highways and Infrastructure Development Corporation Limited, reserves the right to terminate the contract during initial period also after giving thirty days notice to the contracting agency in case of breach of terms of contract without any further crosspondance in this regard.
5. **Duly authorized representative of Bidders will be allowed to participate in the bidding process on production of authorization letter.**
6. National Highways and Infrastructure Development Corporation Limited, may ask for documentary evidence in respect of payment of statutory liabilities as and when required.
7. Service provider will pay the remuneration fixed by NHIDCL to the Management personnel deployed through individual bank account opened at **Syndicate Bank, Transport Bhawan, New Delhi or such Bank Branches as prescribed by NHIDCL.**
8. **Whenever NHIDCL revises the remuneration payable to an employee, the rate in the Contract and the consequential statutory payments shall automatically get revised keeping the agency percentage service charge and other liability unchanged.**
9. National Highways and Infrastructure Development Corporation Limited, shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.



10. The outsourced staff shall not be entitled for any other allowance/ perquisites except the compensation towards official travel. Expenses incurred on boarding & lodging (restricted to overall ceiling of Rs.2,000/- per day towards boarding charges and Rs.500/- towards lodging), shall be admissible for the outstation duties performed in the interest of the Company with the prior approval of the Competent Authority and shall be subject to production of original bills/ vouchers.
11. All outsourced staff will be paid an addition amount of Rs.500/- per month towards telecommunication expenses/ call charges, inclusive of taxes.
12. In case of deployment at outstation site/ Branch Office (NHIDCL), the outsourced staff shall be entitled to travel expenses for outwards journey performed from the Headquarter Office to the place of deployment. In such cases three (3) days boarding and lodging charges for initial settling, as per the rates prescribed as per (11) above shall be admissible. Day-to-day expenses made on transportation for attending office will not be admissible to any of the outsourced support staff. However, if such staff is required to visit project site(s) in the interest of the work of NHIDCL, the general duty vehicle so hired at the branch office may be used for commutation.
13. Every outsourced staff shall be entitled to one day leave (in addition to public holidays) for each completed calendar month that can be accumulated up to the end of the calendar year, beyond which such leaves cannot be carried forward. The leave must be availed of, with the prior approval of his/her Controlling Officer and un-availed leaves shall not be eligible for encashment.
14. The outsourced staff shall be required to render services under the supervision of NHIDCL Officers.
15. Every outsourced staff shall be issued an ID Card (as per design approved by NHIDCL) by the outsourcing agency containing the photo of the deployed personnel along with other details such as validity, type of engagement i.e. designation, Name of the Outsourcing agency, place of deployment i.e. Branch Office (with/ without specific project site)/HQ, NHIDCL.

#### **LIABILITIES, CONTROL ETC. OF THE PERSONNEL DEPLOYED**

16. No outsourced staff shall have any financial or administrative powers, whatsoever. Their duties shall be to assist and carry out routine function as may be assigned by his/her Controlling Officer. The outsourced staff so deployed shall comply with NHIDCL's rules and regulations as may be in force or as amended from time to time.
17. All drawings, documents, data, specifications, standards, manuals etc., issued or made available to outsourced staff shall be used exclusively towards discharging his/ her duties in NHIDCL and shall be returned to the concerned authority in NHIDCL without retaining any copies thereof.

#### **General liability of Outsourced staff:**

- a) All outsourced staff shall maintain complete secrecy and confidentiality about their work assignments in NHIDCL.
- b) The outsourced staff shall ensure safe custody of all data/ information specific to any project of NHIDCL and shall maintain confidentiality in not divulging/ disclosing the same to any third party, under any circumstances.

- c) Avoid using any official information concerning NHIDCL for any non-official purpose;
  - d) The ownership and copyright of all data, drawings, reports and other documents, prepared by the outsourced staff during the discharge of his/ her duties in NHIDCL shall rest exclusively with NHIDCL;
  - e) for the purpose of this Clause "Confidential Information" shall mean any knowhow, as well as any other knowledge, data or information of any technical, commercial or financial nature which is furnished to or obtained by outsourcing staff directly or indirectly, during execution of their duties, in NHIDCL.
18. NHIDCL provides equal opportunity to women for work. All outsourced support staff shall show gender sensitizing.
19. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.
20. The agency shall ensure that the individual person deployed in or through the National Highways and Infrastructure Development Corporation Limited is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications .
21. The persons deployed shall work as per the office timings of the office in which they are deployed. The persons deployed may be required to attend the office on Holidays or attend office before/after office working hours based on the exigencies of work for which no additional payment shall be payable.
22. The Agency shall furnish the following documents in respect of the individual Manpower who will be deployed in or through the National Highways and Infrastructure Development Corporation Limited before the commencement of work.
- a. List of persons deployed;
  - b. Bio-data of the person;
  - c. Attested copy of the Certificates and documents showing age, educational qualifications and experience
  - d. Character certificate from two Group "A" /Class-I officers of the Central /State Government;
  - e. Certificate of verification of antecedents of persons by local police authority;
  - f. Identity Cards bearing photograph.
  - g. Aadhar number of the persons deployed

23. In case the personnel deployed by the successful Agency commits any act of Omission/Commission which amounts to misconduct /indiscipline/incompetence, the successful Agency will be liable to take appropriate disciplinary /legal action against such persons, including their removal from site of work, if required by NHIDCL.
24. The Agency shall replace immediately any of its personnel who are found unacceptable to the National Highways and Infrastructure Development Corporation Limited because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the National Highways and Infrastructure Development Corporation Limited.
25. The Management personnel deployed shall be required to report for work to the Competent Authority in deployed office daily and would not leave the office during the duty time. Attendance shall be monitored by the Aadhar Enabled Biometric Attendance system and all staff deployed shall be required to follow deployed office timings. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day pro-rata remuneration shall be deducted or any other action as deemed fit may be taken.
26. The Agency shall depute a coordinator who would be responsible for immediate interaction with the National Highways and Infrastructure Development Corporation Limited so that optimal services of the persons deployed by the Agency could be availed without any disruption.
27. The selected Agency shall immediately provide a substitute in the event of any person absenting for duty on any day, leaving the job or is removed. The delay by the agency in providing a substitution beyond three working days shall attract a pre-estimated agreed liquidated damage @ 2 times the pro-rata remuneration per day per personnel on the service-providing agency.
28. NHIDCL will make consolidated payment for each person's engagement to the agency. No separate payment will be made to either agency or any individual on any account by NHIDCL except in cases when the person engaged is deputed for officail work wherein payments would be made as per NHIDCL's rules and regulations with the prior approval of Competent Authority.Highways
29. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so deployed in the National Highways and Infrastructure Development Corporation Limited. **The persons deployed by the Agency in the National Highways and Infrastructure Development Corporation Limited shall not have any claims of Master and Servant relationship nor have any Principal and Agent relationship with or against the National Highways and Infrastructure Development Corporation Limited.** They shall in no case be entitled for claiming regularization/employment in the National Highways and Infrastructure Development Corporation Limited, on the basis of having rendered services through the Contractor.

30. The Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The National Highways and Infrastructure Development Corporation Limited shall, in no way be responsible for settlement of such issues whatsoever.
31. The National Highways and Infrastructure Development Corporation Limited shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
32. The personnel deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, temporary regular/confirmed employees of the National Highways and Infrastructure Development Corporation Limited during the currency or after expiry of the Contract.
33. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service providing agency shall not be entitled to and will have no claim or any absorption nor any relaxation for absorption in the regular/otherwise capacity in the National Highways and Infrastructure Development Corporation Limited.

### **LEGAL**

34. The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Service Tax, Provident Fund and Employees State Insurance etc., if applicable in respect of the persons deployed by it in/ or through National Highways and Infrastructure Development Corporation Limited.
35. The Agency shall also be liable for depositing any Taxes, Levies, Cess etc. on account of service rendered by it to the National Highways and Infrastructure Development Corporation Limited to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
36. The Agency shall maintain all statutory registers under the applicable law. The Agency shall produce the same, on demand, to the concerned authority of the National Highways and Infrastructure Development Corporation Limited or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
37. The Tax Deducted at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provide to the agency by the National Highways and Infrastructure Development Corporation Limited.
38. In case, the Agency fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the National Highways and Infrastructure Development

Corporation Limited is put to any loss/obligation, monetary or otherwise, the National Highways and Infrastructure Development Corporation Limited will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary.

## **FINANCIAL**

39. The Technical bid should be accompanied with Earnest Money Deposit (EMD), refundable of Rs.100000/- (Rupees One Lakh Only) and cost of bid documents i.e Rs 1000/-(Rs one thousand only), in the form of Demand Draft/Pay Order drawn **“in favour of, National Highways and Infrastructure Development Corporation Limited, New Delhi” failing which the tender shall be rejected out rightly. The Average Annual Turn Over of the company should not be less than Rs.3 Crore.**
40. The EMD in respect of the Agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second Stage) shall be returned to them without any interest. However, the EMD in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. **Further, if agency fails to deploy required number of Management Personnel against the initial requirement within 14 days from the date of placing the order the EMD shall stand forfeited at discretion without giving any further notice.**
41. In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the National Highways and Infrastructure Development Corporation Limited besides annulment of the contract.
42. The Manpower placement agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Competent Authority ) in respect of the persons deployed and submit the same to the Managing Director, NHIDCL in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. However, NHIDCL shall not pay interest on any delay payment . The payment to the person deployed should be made by the Agency through individual bank accounts opened at Syndicate Bank, Transport Bhawan or any other bank prescribed and the photocopies of disbursed cheque/documents, along with proof of receipt thereof by the workers will be submitted by the agency to the National Highways and Infrastructure Development Corporation Limited before the end of each month. National Highways and Infrastructure Development Corporation Limited shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.
43. The amount of pre-estimated agreed liquidated damages calculated @ 2 times the pro-rata remuneration per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Agency shall be deducted from the monthly bills of the service providing Agency in the following month.

44. The National Highways and Infrastructure Development Corporation Limited reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the Manpower placement agency.

**(Sanjay Jaju)**  
**Director (Admn. & Finance)**  
**National Highways and Infrastructure Development Corporation Limited**

## **ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

- 1. Application – Technical Bid.**
- 2. Attested copy of the Registration Certificate.**
- 3. Attested copy of PAN/GIR Card.**
- 4. Attested copy of latest IT return filed by the agency.**
- 5. Attested copy of the Service Tax registration letter/certificate, if any.**
- 6. Attested copy of the PF registration letter/certificate, if any.**
- 7. Attested copy of the ESI registration letter /certificate, if any.**
- 8. Certified document in support of financial turnover of the agency during the last 3 years.**
- 9. Certified documents in support of entries in column10-11 of Technical Bid application.**
- 10. Copy of the terms and conditions at page 14-18 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**



## National Highways & Infrastructure Development Corporation Limited (A Govt. of India Undertaking)

**CORPORATE OFFICE: 3<sup>RD</sup> FLOOR, PTI BUILDING, 4-Parliament Street, New Delhi – 110001**

**Bids are invited from reputed Manpower Placement Agencies for providing Management Personnel for working in NHIDCL Headquarters at New Delhi /Branch offices located across India;**

*Last date of submission of Bids : 09.10.2015 (upto 03:00 PM)*

For further details please visit - [www.nhidcl.com](http://www.nhidcl.com)

**NOTE:** Any change or amendment to this notice will be posted on the above website only.

**BUILDING INFRASTRUCTURE, BUILDING THE NATION**