



**National Highways & Infrastructure Development Corporation
Ltd. (Under Ministry of Road, Transport & Highways, Govt. of
India)**

Name of Work: Selection of Manpower Placement Agency for providing
services of Un-skilled, semi-skilled and skilled manpower
on monthly basis for NHIDCL in the State of Assam.

TENDER
DOCUMENT

JUNE
2021

TENDER FOR

Selection of Manpower Placement Agency for providing services of manpower services such as Office Assistant, Data Entry Operator, PA, Multi-Tasking Staff etc. for all PMU/Site Offices TEZPUR, JORHAT, DIPHU, DHUBRI, SILCHAR, BONGAIGAON NHIDCL, under Regional Office, Guwahati, NHIDCL.

**National Highways & Infrastructure Development Corporation Ltd.
(NHIDCL)
(A Government of India Undertaking)**

Annual cost of the tender document	NIL
Earnest Money Deposit (EMD)	To fill in Bid Security Declaration Form
Performance Security Deposit	Performance Security Deposit shall be 3% of the contract value.

The information provided by the bidders in response to this Tender Document will become the property of NHIDCL and will not be returned. NHIDCL reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. Any amendment/addendum/corrigendum shall be notified only on the website of NHIDCL and CPP Portal.

NB: Any addendum/ corrigendum relating to this tender shall be notified on the website of NHIDCL.

CONTENTS OF BIDDING DOCUMENT

INDEX

Sl. No.	Description	Section/ Annexure
1.	Notice Inviting e-Tender (NIT)	Section-1
2.	Instructions For Online Bid Submission	Section-2
3.	Scope of Work And General Instructions for Tenderers	Section -3
4.	Terms and Conditions of Contract	Section-4
5.	Schedule of Requirements (SRs)	Section-5
6.	Technical requirement and Bid Evaluation Criterion	Section-6
7.	Technical Bid Form	Annexure-I
8.	Financial Bid Form	Annexure-II
9.	Detail of Bank Account Form	Annexure-III
10.	Bid Security Declaration Form	Annexure- IV

Notice Inviting e-Tender (NIT)

National Highways & Infrastructure Development Corporation Limited invites e-tenders through CPP Portal 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 services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL PMU/Site Offices located at Tezpur, DHUBRI, SILCHAR, DIPHU, JORHAT, BONGAIGAON and at any other location in the State of Assam.

Sl.No .	Name of work	Av. Annual Turnover	Bid documents Cost	Period of Contract
1	Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL in the State of Assam for PMUs at Tezpur, Jorhat, Diphu, Silchar, Dhubri and Bongaigaon under Regional Office-Guwahati, NHIDCL	Rs. 10 lakh	NIL	02 Years

- The contract shall be initially for a period of two years from the date of award of the contract, which may be further extended upon satisfactory performance, for another period of one year on the same terms & conditions or curtailed/ terminated at any time before expiry of contract period depending upon requirement of NHIDCL.
- The complete Tender Documents can be downloaded from the website of NHIDCL website as well as CPP Portal.
- The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. **The technical bids** are to be submitted by both methods i.e. **Online as well as physical mode on** or before 02.08.2021. The physical sealed bid should be dropped in the Tender Box kept for the purpose at reception of R.O. Guwahati, 2nd floor, Agni Shanti Business Park, GNB Road, Guwahati Assam-781001 on or before the prescribed time and date. **The Technical Bid** must also be submitted **through online process** at <https://eprocure.gov.in>. In case of any assistance in this regard please contact Sh. M.K. Tikoo on his mobile number #6302283546. **Bids not submitted online on CPP Portal shall not be considered at all.**
- The Financial Bid for selection of Manpower Placement Agency for providing services of Un- skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL in the State of Assam should be submitted only through online process at <https://eprocure.gov.in> In case of assistance in this regard please contact Sh. M.K. Tikoo on his mobile number #6302283546.
- Interested Companies/Firms/Agencies may submit their bids complete in all respect along with requisite documents on or

before 02.08.2021. Paper copy of Technical bid sent to R.O. Guwahati, 2nd floor, Agni Shanti Business Park, GNB Road, Guwahati, Assam-781001. Online bids should also be submitted by this time and date. *No bid shall be entertained after this deadline under any circumstance whatsoever. The Technical Bids will be opened on 03.08.2021 and Financial Bids of only technically qualified bidders will be opened on a date after one week i.e. 10.08.2021.*

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

8. Every page of the RFP must be signed by the bidder.

GM(LA & Coord.)

NHIDCL, Regional Office, Guwahati, Assam, 781001

Email: edpnhidclghy1@gmail.com

2. INSTRUCTIONS FOR ONLINE BIDSUBMISSION

2.1 General Instructions: The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e: <http://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

2.2 REGISTRATION:

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- b) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through the email-id provided.
- c) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- d) For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smart Card.
- e) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- f) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- g) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/e-Token.

2.3 PREPARATION OF BIDS:

1. For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
2. After selecting the tender document same shall be moved to the ‘My favorite’ folder of bidders account from where bidder can view all the details of the tender document.
3. Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid.
4. Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
5. Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/

Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

2.4 SUBMISSION OF BIDS:

1. Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
2. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.
3. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
4. Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
6. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
7. Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
8. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

2.5 ASSISTANCE TO BIDDERS:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

1. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.
2. Toll Free Number 1800-3070-2232 and Sh. M.K. Tikoo on his mobile number#6302283546.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

The National Highways & Infrastructure Development Corporation Limited, Regional Office-Guwahati situated at 2nd floor, Agni Shanti Business Park, GNB Road, Guwahati, Assam-781001 requires services of a reputed, experienced and financially sound Manpower Placement Company/ Firm/ Agency (henceforth called Agency) for providing services of **Office Assistant, Data Entry Operator, PA, Multi-Tasking Staff etc. for PMUs under Regional Office NHIDCL, Guwahati, Assam**. The contract will be initially for a period of **Two years** from the date of award of contract, which may be further extended upon satisfactory performance for another period of one year. The period of contract shall be further extended on the same terms & conditions or curtailed/ terminated at any time before expiry of contract period depending upon requirement NHIDCL.

The actual requirement of services, in terms of number of manpower may increase or decrease during the currency of contract. The selected Agency would have to provide a panel of sufficient number of candidates out of which NHIDCL would reserve the right to select or return the same for further submission depending on their suitability.

1. Various crucial dates/ time relating to “Tender for **Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL in the State of Assam** are as under:

a.	Release of Tender on CPP portal and website of NHIDCL	25.06.2021 at 18:00 hrs
b.	Pre-Bid Conference	01.07.2021 from 11.30 hrs to 14:30 hrs
c.	Clarification on the Pre-Bid Conference (to be posted on www.nhidcl.com)	09.07.2021
d.	Last date and time for submission of Bids	02.08.2021 at 17:00 hrs
e.	Date and time for opening of Technical Bids	03.08.2021 at 17:00 hrs
f.	Date and time for opening of Financial Bids of the technically qualified bidders	Open after one week 10.08.2021 at 17:00 hrs

2. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The technical bids are to be submitted by both modes i.e. online as well as physical mode on or before 02.08.2021 at 17:00 hrs.
3. The physical sealed bid super scribed “**Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL in the State of Assam**” should be dropped in the Tender Box kept for the purpose at reception of NHIDCL at 2ndFloor, Agni Shanti Business Park, GNB Road, Guwahati, Assam-781001 on or before the prescribed time and date. The Technical Bid must also be submitted through online process at <https://eprocure.gov.in>. In case of assistance in this regard please contact **Sh. M.K. Tikoo** on his mobile number#6302283546.
4. The **Financial Bid** for “Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL in the State of

Assam should be submitted only through online process at <https://eprocure.gov.in>. In case of assistance in this regard please contact **Sh. M.K. Tikoo** on his mobile number **#6302283546**

5. Successful bidder will have to deposit **Performance Security amounting to 3% of the contract value, within 7(seven) days from the issue of LoA, in form of a Fixed Deposit Receipt** from a Nationalized bank, made in the name of the Agency but hypothecated to the Executive Director (P), RO Guwahati, NHIDCL, Assam, covering two months in addition to the initial period of the contract. On subsequent renewal/extension of the contract the FDR shall accordingly be renewed by the successful bidder for two months in addition to the extended contract period.
6. The tendering Agencies are required to enclose duly self-attested photo copies of the following documents along with the Technical Bids, failing which their bids shall be summarily/out-rightly rejected and will not be considered for further evaluation. The original documents may be asked for verification from the shortlisted firm(s) after evaluation of the bid(s): -
 - a) Registration Certificate.
 - b) Copy of PAN/GIR card.
 - c) Copies of the Registration Certificates for EPF/ESI issued by the Competent Authority.
 - d) Copies of the GST Registration Certificate issued by the Competent Authority.
 - e) Proof of Average Annual Turnover of the firm for the last 3 years duly certified by a Chartered Accountant. The CA Certificate must indicate UDIN No. of the CA signing the certificate.
7. The agency should quote its financial bid with due care taking into account all the expenses likely to be incurred on providing manpower service as NHIDCL shall not entertain any separate bill for reimbursement in this regard.
8. In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will liable to be forfeited by the National Highways & Infrastructure Development Corporation Limited besides annulment of the contract and the agency become liable for blacklisting.
9. Conditional bids shall **not** be considered and will be summarily rejected in the very first instance.
10. A Pre-Bid conference would be held on 01.07.2021 in the office of the NHIDCL on R.O. Guwahati, 4th floor, Agni Shanti Business Park, GNB Road, Guwahati Assam-781001. The prospective bidders are welcome to attend the meeting for seeking clarification on any issue related to the tender documents. Interested Bidders seeking any clarification may participate in this conference. The written reply to these clarifications shall be posted on the Company website www.nhidcl.com by **04.07.2021**. No queries shall be entertained after this date.
11. The Technical Bids shall be opened at 03.08.2021 and Financial Bids of technically qualified bidders shall be notified later.
12. The **Competent Authority** of the National Highways & Infrastructure Development Corporation Limited reserves the right to cancel any or all the bids without assigning any reason.
13. **Technical Bid must be Indexed and page numbered.**
14. **All the pages of the tender document must be signed and duly affixed with the rubber-stamp of the firm as an acceptance of all the terms & conditions contained therein, by**

an authorized signatory.

15. **In case the signatures are made by a person other than Proprietor or designated Official of the firm an authority letter in his/her name must be attached in original.**
16. The administrative/ service charge/ any other liability/ charges to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes). The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies, including maternity benefits etc.
17. In cases where the bidder has submitted “NIL” charge/ amount over and above the remuneration payable to the manpower, the bid shall be treated 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 28th January, 2014.
18. Further, in case of two or more “Selected Bidders” i.e two or more bidders quoting same lowest total amount for a month, the “Selected Bidder” shall be finalized on the basis of :
 - a) Based on the earlier performance of the bidder and satisfaction of the previous client/clients.
 - b) Based on the Interview to be conducted by the concerned Competent Authority of this office.

Terms and Conditions of Contract**General**

1. The Validity of the bid shall remain in force for 90 days from the day of opening of Financial Bids.
2. 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 NHIDCL.
3. The actual requirement of services and in turn the no. of staff, may increase or decrease during the currency of contract. The selected Agency would have to provide a panel for sufficient number from which NHIDCL would reserve the right to select or return the same for further submission depending on their suitability.
4. The bidder shall be bound by the details furnished by him/ her to the National Highways & 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.
5. The National Highways & Infrastructure Development Corporation Limited, reserves the right to terminate the contract any time after giving **thirty days' notice** to the contracting agency.
6. National Highways & 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 deployed middle management personnel through RTGS/NEFT in their respective Bank accounts under intimation to NHIDCL on or before 5th of the succeeding month, without having any reference to the payment of preceding month.
8. National Highways & 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.
9. 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. The leave will be treated as casual leave.
10. The outsourced staff shall be required to render services under the supervision of NHIDCL Officers, at PMU Offices and in RO Guwahati.
11. Agency should arrange to issue a laminated ID Card to each of the outsourced staff deployed at Assam, NHIDCL, containing the photo of the deployed personnel along with other details such as Name, DoB, validity, type of engagement i.e. designation, Name of the Outsourcing agency, place of deployment, etc.

LIABILITIES, CONTROL ETC. OF THE PERSONNEL DEPLOYED

12. 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.
13. 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:

The agency shall ensure that:

- a. The outsourced staff deployed at NHIDCL maintains 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 use of 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.
 - f. He/ She does not write to NHIDCL management regarding any personal issues and shall take up with the agency only. However, if any grievances regarding payment of wages in violation of Labour laws is to be made, it shall be addressed to ED (P)only.
14. NHIDCL provides equal opportunity to women for work. All outsourced support staff shall show gender sensitizing.
15. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.
16. The agency shall ensure that the individual person deployed in or through the National Highways & Infrastructure Development Corporation Limited is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.
17. 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, however, compensatory off in lieu of the same may be permitted at subsequent date within a period of 30days.
18. The Agency shall furnish the following documents in respect of the individual Manpower, who will be deployed in the National Highways & Infrastructure Development Corporation Limited at the time of commencement of the service contract:
- a. List of persons to be deployed
 - b. Bio-data of all such persons
 - 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 (copy of the Aadhar Card may be provided).
- 19. In case the personnel deployed by the successful Agency commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to withdraw from NHIDCL deployment of such persons with a substitute with immediate effect.
- 20. The Agency shall replace immediately any of its personnel who are found unacceptable to the National Highways & Infrastructure Development Corporation Limited because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the NHIDCL.
- 21. The staff deployed shall be required to report for work to the Competent Authority at NHIDCL daily and would not leave the office during the duty hours. 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 come late/leaves early on the occasions leading to total loss time of more than 1.5hours, one-day pro-rata remuneration shall be deducted or any other action as deemed fit may be taken.
- 22. The Agency shall depute a coordinator who would be responsible for immediate interaction with the National Highways & Infrastructure Development Corporation Limited so that optimal services of the persons deployed by the Agency could be availed without any disruption.
- 23. The Agency shall immediately provide a substitute in the event of any person absents from duty on any day, leaving the job or is removed. The delay by the agency in providing a substitute 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.
- 24. NHIDCL will make consolidated payment for each person engaged by the agency, against the bill raised by the Agency based on actual attendance of the completed months. 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 official work wherein payments would be made as per NHIDCL's rules and regulations with the prior approval of Competent Authority and the same shall be reimbursed subsequently by NHIDCL.
- 25. 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 NHIDCL. **The persons deployed by the Agency in the NHIDCL shall not have any claims of Master and Servant relationship nor have any Principal and Agent relationship with or against the National Highways & Infrastructure Development Corporation Limited.** They shall in no case be entitled for claiming regularization/ employment in the National Highways & Infrastructure Development Corporation Limited, on the basis of having rendered services through the Contractor.
- 26. The Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to the persons deployed in NHIDCL. The National Highways & Infrastructure Development Corporation Limited shall, in no way be responsible for

settlement of such issues whatsoever.

27. The National Highways & 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.
28. 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 & Infrastructure Development Corporation Limited during the currency or after expiry of the Contract.
29. 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 & Infrastructure Development Corporation Limited.

LEGAL

30. The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, GST, Provident Fund, Maternity Leave Benefit and Employees State Insurance etc., if applicable in respect of the persons deployed by it in National Highways & Infrastructure Development Corporation Limited. Maternity leave to be paid for as per applicable statutory provisions and NHIDCL shall reimburse such amount. The Stated Provisions/Laws mentioned is only indicative and not the exhaustive list.
31. The Agency shall also be liable for depositing any Taxes, Levies, Cess etc. on account of service rendered by it to the National Highways & Infrastructure Development Corporation Limited to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
32. 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 & 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.
33. Taxes will be deducted as per the applicable laws, as amended from time to time" and the certificate to this effect will be issued by NHIDCL.
34. In case, the Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the National Highways & Infrastructure Development Corporation Limited is put to any loss/ obligation, monetary or otherwise, the NHIDCL 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.
35. The agency shall be liable for and shall hold harmless the NHIDCL against any liability(s), loss(s), expenses(s), damages, claims, suits, actions demands or proceedings, arising under any law for & on behalf of its manpower deployed in

NHIDCL and for the act and conduct of its personnel deployed in NHIDCL.

36. All the rights and liabilities of the parties shall accrue from the date of execution of the Contract Agreement.
37. In the event of any dispute arising after the execution of the Contract Agreement, the parties hearing agree to be relegated through Arbitration and shall follow the procedures as laid down in the Arbitration and Conciliation Act, 1996 (as amended from time to time). It is agreed that the disputes shall be referred to the Sole Arbitrator by the Managing Director, NHIDCL. It is also agreed that the seat of Arbitration shall be at Delhi.
38. The Courts at Guwahati, Assam shall have the exclusive jurisdiction to try and entertain the suit/petition over the matter.

FINANCIAL

39. The technical bid should be accompanied with the Bid Security Declaration Form (Annexure- IV) duly filled in. **In case the selected agency do not undertake the work upon award of Letter of Award (LOA) within a period of 15 days, the agency would be liable to be blacklisted and debarred from future tendering in NHIDCL, in addition to forfeiting the Performance Guarantee.**
40. Further, in case of two or more "Selected Bidders" i.e two or more bidders quoting same lowest total amount for a month, the "Selected Bidder" shall be finalized on the basis of:
 - a) **Based on the earlier performance of the bidder and satisfaction of the previous client/clients.**
 - b) **Based on the Interview to be conducted by the concerned Competent Authority of this office.**
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 & Infrastructure Development Corporation Limited without any prior written notice besides annulment of the contract and the agency become liable for blacklisting.
42. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Competent Authority, NHIDCL) in respect of the persons deployed and submit the same to the General Manager (P)/ DGM (P) of RO/PMU of 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 delayed payment. The payment to the person deployed at NHIDCL should be made by the Agency through RTGS/NEFT in the bank account by 5th of the succeeding month and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action. NHIDCL 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 & 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.
45. The remuneration payable to the Manpower to be deployed and the qualification as well as relevant work experience shall be decided by NHIDCL based on the qualifications experience 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 there on.
46. All statutory payments such as ESI, EPF, GST, Maternity Leave Pay, etc. are not to be quoted by the bidders, only the administrative/ service charges to be charged by the service provider is to be quoted in column number (c) of the financial bid.
47. Agency should not charge either as registration fee or any other amount from the candidates so deployed. Contradiction of this would be considered as breach of contract conditions and would be dealt appropriately.
48. 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 as certified by NHIDCL. Attendance along with certificate for satisfactory performance of the duties shall be provided to the agency for releasing payment to the staff deployed at NHIDCL.
49. The Agency shall ensure that the remuneration to the deployed staff is released by the 5th of the succeeding month, through RTGS/ NEFT and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action.

MEDICAL AND PERSONAL ACCIDENTAL INSURANCE:-

50. Manpower Agency has to provide “ Medical insurance @ Rs.5,00,000 (Rupees Five Lakh) for all outsourced staff. In addition personal accidental insurance @ Rs.10,00,000 (Rupees Ten Lakhs) for outsourced staff. The medical and personal accidental insurance is to be taken by outsourcing agency and annual premium would be reimbursed by NHIDCL to the outsourcing agency .

SCHEDULE OF REQUIREMENT

Tentative Requirements: Present tentative requirement, the requisite qualification, experience, remuneration and no. of manpower required are given hereunder. Any change shall be decided and communicated from time to time.

Designation	Tentative Requirement	Required Qualification and Experience	Monthly consolidated remuneration (inclusive of PF, ESI) exclusive of applicable taxes and agency charges.
Office Assistant	6	Graduate with 2 years relevant experience plus typing speed of 30 w.p.m. in English/Hindi	Monthly consolidated remuneration (CTC) will be fixed as per the suitability of the candidate(s). However, at present, the monthly remuneration bill for the manpower is approx. Rs. 14,00,000 + GST per month as applicable.
Data Entry Operator	10	10+2 pass with 1 year experience plus Typing speed of 30 w.p.m. in English/Hindi	
PA	3	Graduate + proficiency in Stenography @100 w.p.m. or above plus typing speed of 45 w.p.m. or above in English/Hindi	
Multi Tasking Staff	15	10 pass and having good etiquette /manner, basic knowledge of Computer and Typing shall be desirable	
Security Guard	4	As per requirement	
Housekeeping	7	As per requirement	The fee payable to the consultants would be equal to the amount of basic pay last drawn by them minus pension being received by them.

The above requirement is tentative and is subject to actual requirement as may be decided by NHIDCL from time to time.

On the above positions, some of the outsourced staff are already working, through the present outsourcing agency, which may be required to be continued in the new contract (who can be registered a fresh with the selected agency) as they have gained experience and training in the working of NHIDCL.

TECHNICAL REQUIREMENT OF THE AGENCY PROVIDING SERVICES

OF MIDDLE MANAGEMENT STAFF AT NHIDCL

1. The tendering Agency should fulfill 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 at (Guwahati) otherwise the bid shall be treated as ineligible and shall not be evaluated.
 - b. The Agency should be registered with the appropriate registration authority.
 - c. The agency should be registered under GST Act.
 - d. The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
 - e. Copy of PAN card.
 - f. Certificate of average Annual turnover from CA having UDIN No of the CA. The average Annual Turn Over of the company for the last three financial years should not be less than Rupees 10,00,000/- (Rupee Ten Lakh Only)
 - g. Experience of having successfully completed at least three contracts in a Government department/PSU/Autonomous Body.
 - h. Satisfactory service certificate issued in respect of (g) above indicating the value of the contract. If value of the contract is not indicated in the performance certificate the same shall not be considered as a valid certificate.
2. The Agency should have successfully completed at least one work of similar nature valued not less than Rs. 4.00 lakhs or two works of Rs. 3.00 lakhs each or three works of Rs. 1.5 lakhs each, during the last 7 (seven) years for providing services of skilled manpower to reputed Public Sector Companies and/ or Government Department etc. during last seven years, proof of which should be enclosed with the Technical Bid.
 - a. Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in a sealed envelope containing Technical Bids.

3. EVALUATION OF BID:

The responsive bids will first be evaluated for technical competence in the following manner:

Evaluation of bids (qualifying only)

A minimum score for Technical Bid (Tn) of 70 (out of 100) is required for qualifying in technical bid evaluation, based on the following criteria:-

Sl. No	Parameters	Marks Allotted
1.	Length of experience of providing manpower services i.e. providing manpower to reputed Public Sector Companies and Government Department etc. (relevant proof to be attached with technical bids.)	4 marks for each complete year subject to a maximum of 20 marks.
2.	Client profile - Number of Government organizations/ PSUs served/ presently being served for providing Manpower (relevant proof i.e work order to be enclosed. The value of each work order should not be less than Rs. 4.00 (FOUR) Lakhs and copy must be attached with technical bids)	5 marks for each client subject to maximum of 30 marks.
3.	Level of client satisfaction for similar nature of services i.e. manpower valued not less than 4.00 (Four) Lakhs, during the last 7 (seven) years (certificate from client organization to be attached with the technical bids). Maximum Six best works would be considered for evaluation	Based on grading in the client certificate, 5 marks for each Excellent grading, 4 marks for each Very Good grading, 3 marks for each Good grading, 2 marks for each Satisfactory grading, subject to maximum 30 marks.
4.	Sound financial standing of the tendering firm in terms of average annual turnover, during the last three years i.e. 2017-18, 2018-19 and 2019-20 (relevant certificate from CA with UDIN no. to be enclosed).	5 marks for Annual Average Turnover between Rs. 10 lakhs and up to Rs. 1 Crore, 8 marks for Average Annual Turnover between Rs. 1 crore and above up to Rs. 2 crore, 11 marks for Average Annual Turnover between Rs. 2 crore and above up to Rs. 3 crore, 14 marks for Average Annual Turnover between Rs. 3 crore and above up to Rs. 4 crore, 17 marks for Average Annual Turnover between Rs. 4 crore and above up to Rs. 5 crore, and 20 marks for Average Annual Turnover of Rs. 5 crore and above during the last three Financial years. Maximum 20 marks.

1. Financial bids of only the technically qualified and eligible bidders shall be considered.
2. Financial bids of only such bidders shall be opened who score 70 marks out of 100 in the Technical bid criterion and contract shall be awarded to the bidder whose financial quote is L-1. However, Competent Authority in NHIDCL may reject any of the bids including L-1 if it comes to the notice that the bidder has either given wrong/ false information or has acted in a manner which is violation of terms and conditions of tender.

Authorized Office of RO Guwahati

Copy to:

1. PS to MD & Director (A&F), NHIDCL
2. IT Cell - for display in NHIDCL and CPPP website

Annexure-I

APPLICATION- TECHNICAL BID

Name of work: **Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL in the State of Assam**

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:

.....

Telephone No.....

FAX No.:.....

E- Mail Address:.....

4. Full Address of Office at Guwahati:

.....

Telephone No.:.....

FAX No.:.....

E- Mail Address:.....

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

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. GST Registration No.,if any: (attach attested copy)

8. E.P.F. Registration No.,if any (attach attested copy)

9. E.S.I. Registration No.,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 with UDIN No. of the CA. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakhs)	Remarks, if any	Page Nos.
2017-18			
2018-19			
2019-20			

11. Give details of the major clients served/ presently being served by 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 with address, telephone Numbers and emails address	Amount value of Contract (Rs. In Lakhs)	Duration		Page Nos.
			From	To	
1.					
2.					
3.					
4.					
5.					
6.					

12. Copy of client satisfaction for completion of works of similar nature (providing skilled Manpower) valued not less than Rs. 4.00 (Four) lakhs each, during the last 7 (seven) years.

Sl. No.	Details of client	Amount value		Grading awarded by client			
		of	Contract	Page No.	Page No.	Page No.	Page No.
	along with address						
	telephone and email etc,	(Rs. In Lakh)		Excellent	Very Good	Good	Satisfactory
1.							
2.							
3.							
4.							
5							
6							

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

S.No.	Providing Services Since	Copy of work order	Page Nos.
a.			
b.			
c.			

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 Authorized 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, undertake to 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/ PSU of Government of India 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:

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1.
 1. Application - Technical Bid.
 2. Attested copy of the Registration Certificate.
 3. Attested copy of PAN/GIR Card.
 4. Attested copy of the GST registration letter/ certificate, if any.
 5. Attested copy of the PF registration letter/certificate, if any.
 6. Attested copy of the ESI registration letter /certificate, if any.
 7. Certified document in support of financial turnover of the agency during the last 3 years.
 8. Certified documents in support of entries in column 10-14 of Technical Bid application.
 9. Copy of the terms and conditions at Section -3 to Section-6 in 'Tender Notice' with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

FINANCIAL BID FORM

(Indicative Format not to be filled and uploaded with Technical Bid. Only BOQ Sheet to be filled as Financial Bid)

Tender Inviting Authority: Executive Director (P), Regional Office, Ro-Guwahati		
Name of Work: Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL in the State of Assam		
Contract No: F.No.		
Bidder Name : _____		
Sr.No.	Component of Rate	Rate of service/ agency charges in percentage (%) (upto two decimal points only) to be charged on total remuneration, excluding taxes
a	Remuneration per person	Would be fixed by NHIDCL for various positions from time to time. (The existing remuneration approved for respective service should be indicated and approved with the tender document)
b	GST	Not to be quoted by the bidder. It shall be paid as per relevant rules and rate applicable from time to time
c	Agency Admn/ Service Charge/ Any other liability/ Charges (please indicate)	To be quoted in % of the amount payable as in (a)above _____% In words _____%

Note

1. The administrative/ service charge/ any other liability/ charges to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes). The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies, including maternity benefits etc.
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 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 28th January, 2014.
3. NHIDCL shall bear the expenses towards ESI, EPF, Maternity leave and other taxes as applicable as per Govt. rules from time to time.
4. In case this sheet, duly filled is uploaded/submitted along with the Technical Bid, in the same envelope/scanned documents, the Bid shall be summarily rejected.

UNDERTAKING

(To be signed as submitted with the Technical Bid)

I submit the Financial Bid for **“Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL in the State of Assam”**

2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Tender document and agree to abide by them.
3. I also undertake and understand that my bid shall be liable to be rejected if I/ we violate any of the terms and condition of this contract and any other statutory provisions relating to labour laws/ other statutory provisions in connection with supply of manpower.

(Signature and sealed of the Bidder/Authorized representative)

Signature of authorized person(s)

Date:

Name:

Place:

Seal:

Annexure-III

DETAILS OF BANK ACCOUNT

(RTGS/NEFT facility for receiving payments)

Sl.No.	Particulars	To be filled by the bidder
1.	Name(s) of Account Holder(s)	
2.	Address of Account Holder(s)	
3.	Name of the Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/we would not hold NHIDCL responsible.

(Signature(s) of account holder(s))
Name(s) of Account holder(s)

SIGNATURE OF BIDDER/ Authorized representative

Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

