



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

Name of Work: Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL, Regional Office - Srinagar , PMU's & SO's in Kashmir.

TENDER DOCUMENT

July, 2021

No. NHIDCL/RO(Srinagar)/Tender(Manpower)/2021-22

**National Highways & Infrastructure Development Corporation Limited
Hotel Rose Inn, Kralsangri, Nishat Brein Link Road, Srinagar**

Notice Inviting Bid

1. Sealed bids in hard bound format are invited under two bid system from registered Placement Agencies having valid contract Labour license with a minimum of 5 years of continuous relevant work experience in supplying Short Term Placement Services to Government/PSUs/Reputed Private Firms for providing manpower services on the terms and conditions specified herein.

| Sl. No. | Name of work/Contract Package | Cost of Document (Rs.) | Bids Security (Rs.) | Average annual turnover for last 3 Years | Period of Services |
|---------|--|---------------------------|---------------------|--|--------------------|
| 1 | Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL, Regional Office – Srinagar , PMU's & SO's in Kashmir | 1000.00 Non-Refundable | 10000.00 | 5 Cr | 02 Years |

2. Interested Companies/Firms/Agencies may submit tender documents complete in all respect along with Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only), and other requisite documents on or before **14.07.2021 by 1400 Hrs.** to the Executive Director (P), Regional Office: Srinagar, Hotel Rose Inn, 3 Kralsangri, Nishat Brein Link Rd, Srinagar-190025. No tender shall be entertained after this deadline under any circumstances whatsoever. The Technical Bid of tenders will be opened at **1600 Hrs on 14.07.2021** in the presence of authorized representative of Bidders as may wish to be personally present.
3. This Company reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar office in this regard shall be final and binding on all.
4. Date of Publishing is from 10.07.2021.
5. The Tender document can be downloaded from the website www.nhidcl.com or can be obtained from the Office of Executive Director (P), RO-Srinagar from 10.07.2021 (1100 Hrs) up to 14.07.2021 (1100 Hrs) on working days.
6. The document fee of Rs 1000/- will be accepted in the form of DD in favour of NHIDCL,

Regional Office Srinagar (Non-Refundable).

7. Schedule of tendering Process

| Sl. No. | Description | Period |
|----------------|---|--------------------------------|
| 1. | Date of issue of NIT | 10.07.2021 |
| 2. | Date of issue of Sale of Tender Documents | 10.07.2021 (From 11.00 Hrs) |
| 3. | Date of close of sale of Tender Documents | 14.07.2021 (Upto 11.00 Hrs) |
| 4. | Date of submission of Tender/Bid (hard copy) | 14.07.2021 (Upto 14.00 Hrs) |
| 5. | Date of Opening of Technical Bids | 14.07.2021 (16.00 Hrs) |
| 6. | Date of Opening of Financial Bids of Qualified Applicants | 15.07.2021 (14.00 Hrs) |
| 7. | Validity of Bid | 120 Days |

8. For any clarification, the following office may be contacted:

Executive Director (P)

National Highways & Infrastructure Development Corporation Ltd.

Hotel Rose Inn, Kralsangri, Nishat Brein Link Road, Srinagar, Srinagar & Kashmir-190025

9. Conditional bids would be rejected.

10. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

Executive Director (P)
National Highways & Infrastructure Development Corporation Ltd.
Hotel Rose Inn, Kralsangri, Nishat Brein Link Road,
Srinagar, Srinagar & Kashmir-190025

SCOPE OF WORK AND GENERAL INSTRUCTIONS

1. The National Highways and Infrastructure Development Corporation Limited, RO-Srinagar situated at Hotel Rose Inn, 3 Kralangri, Nishat Brein Link Rd, Srinagar-190025 requires reputed, well established and financially sound Manpower Companies /Firms/Agencies to provide Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL, Regional Office - Srinagar , PMU's & SO's in Kashmir
2. The Contract will be for a period of (02) Two Years from the date of award of contract. The period of contract may be further extended or curtailed /terminated at any time before expiry of (02) Two Years period depending upon requirement of Company.
3. The Company has requirement of service of various staff as per the guidelines of the Company. The requirement of the Company may increase or decrease during the period of contract.
4. The interested Companies/Firms/Agencies may submit the tender document complete in all respects along with the Earnest Money Deposit (EMD) for Rs.10,000/- (Rupees ten thousand) only, in the form of Demand Draft in the favour of **"Executive Director (P), NHIDCL RO-Srinagar"** payable at Srinagar and other requisite documents in a sealed cover addressed to the Executive Director (P), Regional Office: Srinagar, Hotel Rose Inn, 3 Kralangri, Nishat Brein Link Rd, Srinagar-190025. The last date and time for receipt of tenders is **1400 Hrs on 14.07.2021**.
5. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are required to submit two separate sealed envelopes superscribing "For Technical Bid" in one envelope and "For Financial Bid" in second envelope and should be in the hardbound format otherwise rejected out-rightly. Both sealed envelopes should be kept in a third envelope super scribing "Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL, Regional Office - Srinagar , PMU's & SO's in Kashmir"
6. The Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees ten thousand) only refundable (without interest) should be necessarily kept in the sealed envelope containing Technical Bid of the agency in the form of Demand Draft in the favour of **"Executive Director (P), NHIDCL RO-Srinagar"** payable at Srinagar failing which the tender shall be rejected summarily.
7. The tendering Companies/Firms/Agencies are required to enclose following documents along with the Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further:-
 - ✓ Application - Technical Bid.
 - ✓ Self-attested copy of the registration certificate.
 - ✓ Self-attested copy of PAN Card.
 - ✓ Self-attested copy of latest IT return filed by the agency for last three years.
 - ✓ Self-attested copy of the GST registration letter/certificate.
 - ✓ Self-attested copy of the PF registration letter/certificate.
 - ✓ Self-attested copy of the ESI registration letter /certificate.
 - ✓ Self attested copy of Experience certificate
 - ✓ Demand Drafts for Document Fee and Bid Security.
 - ✓ Certified document in support of financial turnover of the agency during the last 3

years.

- ✓ Labour license(s) of any of last 05 years from Central Labour Department of not less than 135 manpower.
- ✓ Certified documents in support of entries in Technical Bid application.
- ✓ Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
- ✓ Firm should give the undertaking that their firm is not blacklisted on affidavit.
- ✓ 'Near relative certificate' for no near relative in NHIDCL.
- ✓ Solvency certificate from bank of amount not less than 15 Lakh.
- ✓ Declaration of all statutory Compliances on firm's letter head.
- ✓ Power of Attorney, if applicable.
- ✓ Declaration as per the format attached.
- ✓ Details of litigation history, if any.

8. Conditional bids shall not be considered and will be outrightly rejected in the very first instance.
9. All entries in the tender form should be legible and filled clearly. If the space or furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the bidder shall be summarily rejected.** However, corrections if any, in the Technical Bid Application must be signed by the person authorized to sign the tender bids.
10. The Technical Bid of tenders shall be opened at 1600 Hrs on **14.07.2021** and opening date of Financial Bids shall be intimated separately at a later date. Bids shall be opened in the Office of the **Executive Director (P), National Highways and Infrastructure Development Corporation Limited, RO-Srinagar** in the presence of the authorized representative of the Companies/Firms/Agencies (if any) who are present on the spot at that time.
11. The Competent Authority of the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar reserves the right to cancel any or all the bids without assigning any reason.
12. Contractor/firm should have their own branch office in UT-J&K since last 3 years.
13. Profile of the firm will be submitted along with the tender documents.
14. It is further certified that persons having good moral character manpower will be engaged and Competent Authority will have full authority over selection procedure.
15. Firms with pending litigation/court cases will not be considered for evaluation and bids will be rejected.

TECHNICAL REQUIREMENT FOR THE TENDERING COMPANY/FIRM/AGENCY

1. The tendering manpower Company/Firm/Agency should fulfil the following technical specifications and furnish self-attested copies of documents evidencing compliance with the specifications:-
 - a) The manpower Company/Firm/Agency should be registered with the appropriate registration authority.
 - b) The Company/Firm/Agency should have at least three years' experience in providing manpower to Government Departments, Public Sector Companies/Banks and reputed Private Companies etc. and proof of which should be enclosed with the technical bid.
 - c) The Company/Firm/Agency should be registered under GST.
 - d) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
 - e) Copy of PAN card and last 03 year IT return.
 - f) Proof of working with Government/PSUs/Reputed Private Firms for 03 (three) years and the number of persons deployed by the agency each year in the last 3 years. Firms must have working experience with Government/PSUs/Reputed Private Firms for at least 03 years.
 - g) Certificate of annual return form CA. The Annual Turn Over of the company should not be less than 5 Crore from last 03 years
 - h) The manpower Company/Firm/Agency should provide different category of manpower with desirable qualification and experience, who are ready to be deployed within 7 days of award of work.
 - i) Other Documents as per Para 7 of General Instructions.
2. Self-attested copies of the documents indicating compliance with the above specifications/requirements should be kept in the sealed envelope containing Technical Bids.

| S. No. | Criteria | Supporting Document |
|--------|---|---|
| (a) | The registered office or one of the branch offices should be located either in the UT of J&K and be functional for at least last 3 years. | Self-attested copies of Telephone bill/ Electricity Bill/ Registered lease Deed supporting the address. |
| (b) | The firm should be registered with the appropriate registration authority and should be in existence for not less than five years before the bid date. | Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act. |
| (c) | Income/ Revenue from Recruitment (Man Power Services) of the firm should be decided by RO. Revenue from other business will not be considered. | Copies of audited balance sheet/ CA Certificate should be attached for the last three financial years Attested copy of the latest IT return filled by agency. |
| (d) | Should have successfully served for minimum of 5 No. of clients as Manpower Service Provider out of which minimum 3 Nos. of client should be Govt./PSUs | Certified documents in support of past contract with Govt. / PSUs from the concerned establishment. |

| | | |
|-----|--|--|
| (e) | The agency should have been registered with Income Tax and Service Tax Departments; attested copy of PAN card; Attested copy of GST registration certificate in respect of Manpower Services. | Attested copy of PAN Card; Attested copy of GST registration certificate in respect of Manpower Services etc. |
| (f) | Annual average turnover during the last three financial years, ending 31st March of the previous financial year, should be at least 5 cr. | A certificate from Chartered Accountant (Registered) as a proof of turnover for the last 3 years. |
| (g) | Maximum Number of manpower on pay roll deployed at one office (Ministry / Govt. Department/ PSUs/ Autonomous bodies/ reputed Private Sector) during last one year. | Self attested declaration by the agency. |
| (h) | The agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act). | Attested copy of the Employee Provident Fund registration letter/ certificate. Attested copy of the Labour License under the contract labour (Regulation and Abolition) Act. Attested copy of the Employee State Insurance registration letter/ certificate. |
| (i) | The agency or any of its partners/ directors etc should not have been black listed/ debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations. | Self attested declaration by the agency. |

REQUIREMENT OF UN-SKILLED, SEMI-SKILLED AND SKILLED MANPOWER ON MONTHLY BASIS FOR NHIDCL, REGIONAL OFFICE - SRINAGAR , PMU'S & SO'S IN KASHMIR WITH PROPER DOCUMENTARY PROOF.

As per guidelines issued by the NHIDCL authority vide order no. F.No./NHIDCL/HQ/Outsourced Staff/E-184338/6375 Dt. 19th May 2020

APPLICATION-TECHNICAL BID

Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL, Regional Office - Srinagar, PMU's & SO's in Kashmir.

1. Name of Tendering
Company/Firm/Agency:

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 Operating Branch:

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 No.:

7. GST No.:

8. EPF Registration Number:

9. ESI Registration Number:

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

| Financial Year (Last 3) | Amount (Rs. Lakhs) | Remarks, if any |
|-------------------------|--------------------|-----------------|
| | | |
| | | |
| | | |

11. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

| Sl. No. | Details of Client along Address, Telephone and Fax Numbers | Amount value of Contract (Rs. In Lacs) | Duration of Contract | |
|---------|--|--|----------------------|----|
| | | | From | To |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

12. Details of Earnest Money Deposit: Rs.10,000/- (Rupees ten thousand), only Demand Draft Drawn Bank:

No. & Date:

13. Details of Cost of Bid Document: Rs.1,000/- (Rupees one thousand), only Demand Draft

Drawn Bank:

No. & Date:

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

Signature of authorized person

Date:

Name:

Place:

Seal:

Evaluation Criteria for Technical BID

| S. No. | Particulars | Max Marks | Scoring mechanism | |
|--------|---|-----------|--|------------|
| | | | Values | Marks |
| (i) | Number of years in operation (supported With documentary proof for validation) | 20 | (a) 10 years | 05 marks |
| | | | (b) More than 10 years and up to 15 years | 10 marks |
| | | | (c) More than 15 years | 20 marks |
| (ii) | Number of Similar Nature of completed works during the last 05years (Supply of Manpower, Facility Management Services) costing Rs. 35,00,000/- or above. | 15 | (a) 3 works of Govt. / PSU + 2 works of reputed Private organization | 5 marks |
| | | | (b) 4 works of Govt. / PSU + 1 work of reputed Private organization | 10 marks |
| | | | (c) 5 or more works of Govt. / PSU | 15 marks |
| (iii) | Annual Average Turnover during the last 03 financial year. | 25 | (a) Up to 42 lakhs | 05 marks |
| | | | (b) More than 42 lakhs and upto 1 crore | 10 marks |
| | | | (c) More than 1 crores and upto 3 crores | 15 marks |
| | | | (d) More than 3 crores and upto 8 crores | 20 marks |
| | | | (e) More than 8 crores | 25 marks |
| (iv) | Maximum Number of Manpower on pay roll deployed at one office (Ministry/Govt. Department/PSUs/A utonomous bodies/Reputed Private Sector) during last one year. | 25 | (a) Up to 100 | 05 marks |
| | | | (b) More than 100 and upto 300 | 10 marks |
| | | | (c) More than 300 and upto 500 | 20 marks |
| | | | (d) More than 500 | 25 marks |
| (v) | Quality Related | 15 | ISO 14001 | 3.75 marks |
| | Marks (Supported with valid certificates) | | ISO SA 8000 | 3.75 marks |
| | | | ISO 19001 | 3.75 marks |
| | | | OHSAS 18001 | 3.75 marks |

(a) Similar nature of services means providing manpower services of skilled and unskilled manpower for routine office work in Govt. organization/Public Sector organizations/Autonomous Body, Private Sector of repute only, but does not include security services, catering services etc.

(b) A bidder should secure mandatory of a minimum of 60% marks (i.e. 60 marks out of total 100 marks as per table) in Technical Evaluation in order to be a qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.

(c) The total marks obtained by a Bidder in technical bid shall be allocated 80% weightage and the financial bids shall be allocated 20% weightage and thereby making a total of 100% final weightage for the complete bid.

(d) The final evaluation will be done on the basis of Quality & Cost based selection system (QCBS) i.e 80% weightage for technical qualification and 20% weightage for financial parameters.

DECLARATION

1. I,..... ..Son/Daughter/Wife of Shri..... ..
signatory of the 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. My agency has not been blacklisted/debarred from participating in tender of any
Ministry/Department of Government of India and Government of India undertaking in the
last Three Years.
4. 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:
Place:

Name:
Seal:

APPLICATION - FINANCIAL BID

MANPOWER PLACEMENT AGENCY FOR PROVIDING SERVICES OF UN-SKILLED, SEMI-SKILLED AND SKILLED MANPOWER ON MONTHLY BASIS FOR NHIDCL, REGIONAL OFFICE - SRINAGAR , PMU'S & SO'S IN KASHMIR.

1. Name of tendering Company/Firm/Agency:
2. All the staff deployed in the office of the Executive Director(Project), National Highways and Infrastructure Development Corporation Limited, Srinagar and its offices in Kashmir will be paid their wages on monthly basis by the Company/Firm/Agency through individual bank accounts and the photocopies of disbursed cheque/documents, along with proof of receipt thereof by the workers will be submitted to the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar office before the end of each month. National Highways and Infrastructure Development Corporation Limited RO-Srinagar 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.
3. The Service provider has to quote single percentage maximum upto two decimal places on the total of Administrative /Service Charge/transportation/ Medical/ any other liability/charges, to be charged by the service provider per person per month. The lowest quoted percentage will be the indicator of selection of L-1 bidder. The percentage so quoted should be based on the amount to be occurred on liabilities viz. Office uniforms (2 sets for each staff deployed and also include expenses towards their day to day stationery/administrative work/duties.
4. Contractors should quote his service charges in % including his liabilities towards employees and tax liabilities.
5. GST as per applicable rates will be paid by the NHIDCL on total bill amount.

Date:

Place:

Signature of authorized person(s)

Name:

Seal:

Notes:

1. In cases where the bidder has submitted "NIL" Charge/Amount over and above the minimum wages, 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 28th January, 2014.

2. 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 manpower.

General Terms and conditions of contract

1. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing Company/Firm/Agency and National Highways and Infrastructure Development Corporation Limited., Regional Office-Srinagar.
2. The contracting Company/Firm/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.
3. The National Highways and Infrastructure Development Corporation Limited, RO-Srinagar at present, is in requirement of manpower on urgent basis. The requirement of the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar may increase or decrease during the period of initial contract also and the bidder would have to provide additional manpower, if required on the same terms and conditions.
4. The bidder will be bound by the details furnished by him/her to the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar 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 immediately and blacklisting of the firm.
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, RO-Srinagar may ask for documentary evidence in respect of payment of statutory liabilities as and when required.
7. The successful agency will have to furnish an Affidavit that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities before issue of work order.
8. Contractor should quote his service charges in % including his liabilities towards employees and tax liabilities.
9. Service provider will pay the wages to the persons deployed through individual bank account. Whenever minimum wage is revised by the Government of Jammu & Kashmir/Central Government, the rate in the Contract and the consequential statutory payments shall automatically get revised keeping the Contractors Adm. /Contractor Service Charge/Contractor any other liability charges unchanged.
10. National Highways and Infrastructure Development Corporation Limited, RO-Srinagar 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.
11. The contracting Company/Firm/Agency shall furnish and undertake that it has not been debarred/ blacklisted/ censored for violating statutory norms and /or deficiency in providing service as per the attached format.
12. All the documents shall be arranged in the order, indexed, page numbered. Financial bid should be submitted in different envelope and both envelope of technical and financial bid

should be put in larger size envelope where name of work and the name of the firm should be mentioned.

13. After issue of letter of acceptance to the successful bidder, candidates shall be interviewed by the authority to judge their suitability for the post. The successful bidder has to send the candidates for the interview at their own cost. The authority reserves the right to accept or reject the candidature on the basis of interview.
14. Final selection of all staff being provided by placement agency will be done by Executive Director (P), Srinagar on interview basis. Staff already deputed in office may be continued in case suitable staff is not provided by placement agency and Staff already deputed in offices shall be transferred under the rolls of selected placement/manpower agency.
15. In case of any representation against the contract/ NHIDCL-RO, Srinagar, it should be first reported to the NHIDCL, HQ & the decision of NHIDCL, HQ will be final and binding to the both of the parties i.e. NHIDCL & Placement Agency.
16. NHIDCL reserves the right to terminate the agreement without giving any reasons whatsoever and without giving any notice, at any point of time during the contract period.
17. The contract may be terminated by the placement agency at any stage by giving one month notice period.
18. Right to accept any tender or reject all tenders:
Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
19. No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.
20. Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
21. NHIDCL reserves the right to accept or reject the lowest bid or any bid without assigning any reasons.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

1. The contracting agency shall ensure that the individual manpower deployed in the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar is physically fit to discharge duties.
2. The National Highways and Infrastructure Development Corporation Limited, RO-Srinagar has 06 days working (i.e. Monday to Saturday) in a week from: 10.00 AM to 05:00 PM with a lunch break of ½ hour from 1:30 PM to 2:00 PM or as per office order time to time. The office will remain closed on every Sunday of every month. Besides, the Company also observes the Gazetted holidays notified by the Government of India from time to time however, may be required to attend the office on Saturdays/Sunday/Gazetted holidays or attend office before/after office working hours also in the exigencies of work.
3. In case the persons employed by the successful Company/Firm/Agency commits any act omission /Commission which amounts to misconduct /indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary /legal action against such persons, including their removal from site of work, if required by the Company.
4. The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar.
5. The persons deployed shall be required to report for work at their respective office of their deployment at 10:00 A.M and would not leave before 05.00 P.M. or as per office order time to time or as per requirement. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted or any other action as deemed fit may be taken.
6. The agency shall depute a coordinator who would be responsible for immediate interaction with the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar Office so that optimal services of the persons deployed by the agency could be availed without any disruption.
7. The selected agency shall immediately provide a substitute in the event of any person 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 liquidity damage @ Rs. 500/- per day per person on the service-providing agency.
8. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by the Agency. National Highways and Infrastructure Development Corporation Limited, Srinagar will have no liability in this regard.
9. 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, RO-Srinagar. The persons deployed by the agency in the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar 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, RO-Srinagar. They shall in no case be entitled for claiming regularization/employment in the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar, on the basis of having rendered services through the Contractor.

10. The Service providing Agency shall be solely responsible for the redress of grievances/resolution of disputes relating to person deployed. The National Highways and Infrastructure Development Corporation Limited, RO-Srinagar shall, in no way be responsible for settlement of such issues whatsoever.
11. The National Highways and Infrastructure Development Corporation Limited, RO-Srinagar 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.
12. The persons deployed by the service providing agency shall not claims 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, RO-Srinagar during the currency or after expiry of the Contract.
13. In case of termination of this contract on its expiry or otherwise, the persons 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, RO-Srinagar.

LEGAL

1. The tendering 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 the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar.
2. The tendering 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, RO-Srinagar to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
3. The tendering 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, RO-Srinagar or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
4. The Tax Deducted at Source (TDS) shall be deducted as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the agency by the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar.
5. In case, the tendering 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, RO-Srinagar is put to any loss/obligation, monetary or otherwise, the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar 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

1. The Technical bid should be accompanied with Earnest Money Deposit (EMD), refundable, of Rs.10,000/- (Rupees ten thousand Only), in the form of Demand Draft and Document fee of Rs. 1000/- separately in favour of the **“NHIDCL Regional Office Srinagar.”** payable at Srinagar failing which the tender shall be rejected out rightly. The Annual Turn Over of the company should not less 5 Cr.
2. 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 after finalisation of successful bidder. However, the EMD in respect of the successful bidder shall be adjusted towards the Performance Security Deposit which may be released after submission of Bank Guarantee of **Rs. 3,00,000.00 (Rupees Three Lakh Only)** as mentioned hereunder. Further, if agency fails to deploy required number of manpower against the initial requirement within 7 days from the date of placing the order the EMD shall stand forfeited without giving any further notice.
3. After issue of letter of acceptance, the successful bidder has to submit the **Bank Guarantee of Rs. 3,00,000.00 (Rupees Three Lakh Only)** in the favour of **Executive Director (P), National Highways and Infrastructure Development Corporation Limited, RO-Srinagar** within 07 days.
4. In case of breach of any 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, RO-Srinagar besides annulment of the contract and also termination of contract and blacklisting of firm immediately.
5. The agency shall raise the bill, in duplicate, along with attendance sheet duly verified by the Executive Director (P) NHIDCL RO-Srinagar in respect of the persons deployed and submit the same to the Executive Engineer (P) NHIDCL RO-Srinagar 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. The payment to the manpower should be made by the agency through their individual bank accounts opened at Syndicate Bank, Srinagar, and the photocopies of disbursed cheque/documents, along with proof of receipt thereof by the workers will be submitted to the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar office before the end of each month. National Highways and Infrastructure Development Corporation Limited, RO-Srinagar 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.
6. The amount of pre-estimated agreed liquidated damages calculated @ Rs.500/- 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 Company/Firm/Agency in the following month.
7. In case of revision of rates prescribed by the appropriate authority as minimum wage, revision of rates to the extent of increase/decrease in the minimum wage may be allowed by the National Highways and Infrastructure Development Corporation Limited, RO-Srinagar.

8. The National Highways and Infrastructure Development Corporation Limited, RO-Srinagar reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

**(Executive Director (P))
National Highways and Infrastructure
Development Corporation Limited,
Regional Office- Srinagar**

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

- ✓ Demand Drafts for Document Fee and Bid Security.
- ✓ Application - Technical Bid.
- ✓ Self-attested copy of the registration certificate.
- ✓ Self-attested copy of PAN/GIR Card.
- ✓ Self-attested copy of latest IT return filed by the agency.
- ✓ Self attested copy of GST registration.
- ✓ Self-attested copy of the PF registration letter/certificate.
- ✓ Self-attested copy of the ESI registration letter /certificate.
- ✓ Self attested copy of Experience certificate
- ✓ Certified document in support of financial turnover of the agency during the last 03 years.
- ✓ Certified documents in support of entries in Technical Bid application.
- ✓ Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

FINANCIAL BID

Rates of gross wages of all categories are fixed. Contractor/Placement agency should quote only their percentage profit margin including all taxes and other liabilities. No amount except percentage profit margin quoted by the Contractors/Placement agency on total gross amount will be paid by NHIDCL to the placement agency. This percentage quoted shall include all liabilities of the placement agency against staff being provided by them over and above their gross salaries and all tax liabilities of the placement firm.

| Sl. No. | Name of the firm | Percentage to be quoted by the firm (on total emoluments to be paid to various staffs) excluding GST. |
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BID FORM

To,
The Executive Director (P),
NHIDCL,
RO-Srinagar.

Dear Sir,

1. Having examined the conditions of contract and specifications including addends Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of providing Manpower Un-skilled, semi-skilled and skilled manpower on monthly basis to NHIDCL, Regional Office - Srinagar , PMU's & SO's in Kashmir in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.
2. We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
3. If our Bid is accepted

