

**National Highways & Infrastructure Development Corporation Ltd**

(A Public Sector under the Ministry of Road Transport and Highways Govt. of India)

F.No. NHIDCL/HQ/Admn/Middle Management Staff/2020

Dated: 15.07.2020

**TENDER FOR**

**Selection of Manpower Placement Agency for providing services of Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) of NHIDCL across India**

**National Highways & Infrastructure Development Corporation Limited (NHIDCL)**

3<sup>rd</sup> Floor, PTI Building,

4- Parliament Street

New Delhi-110001

<b>Approximate Annual cost of the tender</b>	<b>Rs. 180 Lakh</b>
<b>Earnest Money Deposit</b>	<b>Rs. 6 Lakh only</b>
<b>Performance Security Deposit</b>	<b>Rs. 12 Lakh only</b>

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**

<b>Sl. No.</b>	<b>Description</b>	<b>Section/ Annexure</b>
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

\*\*\*\*\*

## **SECTION - 1**

### **Notice Inviting e-Tender (NIT)**

National Highways & Infrastructure Development Corporation Limited invites e-tenders through CPP Portal under **TwoBid 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 **Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) of NHIDCL across India.**

The contract shall be initially for a period of two years (*likely to commence from 01.9.2020*) 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.

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

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 07.08.2020 (1500 hours).** The physical sealed bid super scribed “**Technical bid for selection of Manpower placement agency for providing services of Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) of NHIDCL across India** should be dropped in the Tender Box kept for the purpose at reception of NHIDCL at 3<sup>rd</sup> Floor PTI Building, 4 Parliament Street, New Delhi-110001 on or before the prescribed time and date alongwith Bank Draft/ Demand Draft on account of EMD. **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. Ravi Bharadwaj on his mobile number #9953090169.** **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 Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) across India** should be submitted **only through online process** at <https://eprocure.gov.in> In case of assistance in this regard please contact **Sh. Ravi Bharadwaj on his mobile number # 9953090169.**

3. Interested Companies/ Firms/ Agencies may submit their bids complete in all respect along with Earnest Money Deposit (EMD) of Rs. 6,00,000/- (Rupees Six Lakhs only), and other requisite documents on or before 07.08.2020 by 3:00 P.M. Paper copy of Technical bid with EMD should be sent to **National Highways & Infrastructure Development Corporation Limited, 3<sup>rd</sup> Floor, PTI Building, 4-Parliament Street,**

**New Delhi-110001.** 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 at 11:00 AM on 10.08.2020 and Financial Bids of only technically qualified bidders will be opened on a date to be notified later on.*

4. 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.

## **SECTION - 2**

### **2. INSTRUCTIONS FOR ONLINE BID SUBMISSION**

**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/ SmartCard.
- 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/ eToken.

### **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 favourite’ 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.

## 24 **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. Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
3. 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.
4. Bidders shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the DD/BC/BG/others.
5. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

## 25 **ASSISTANCE TO BIDDERS:**

1. 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.
2. 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.
3. Toll Free Number 1800-3070-2232 and Sh. Ravi Bharadwaj on his mobile number#9953090169.

\*\*\*\*\*

### **SECTION-3**

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

The National Highways & Infrastructure Development Corporation Limited situated at 3rd Floor, 4-Parliament Street, New Delhi-110001 requires services of a reputed, experienced and financially sound Manpower Placement Company/ Firm/ Agency (henceforth called Agency) for providing services of **Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) of NHIDCL across India.** The contract will be initially for a period of **Two years** (*likely to commence from 01.09.2020*) 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 of 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 **Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) of NHIDCL across India** out of which NHIDCL would reserve the right to select or return the same for further submission depending on their suitability.

1. The Earnest Money Deposit (EMD) of **Rs.6 lakhs/- (Rupees Six Lakhs Only)**, refundable (without interest) should be necessarily kept in the sealed cover containing Technical Bid of the Agency in the form of Demand Draft/ Pay Order drawn separately in favour of “**National Highways & Infrastructure Development Corporation Limited, New Delhi, payable at New Delhi**”, failing which the tender shall be rejected summarily.
2. Various crucial dates/ time relating to “Tender for selection of Manpower Placement Agency for providing services of **Middle Management Personnel (such as IT, Chartered Accountant, Legal and other Professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) across India** are as under:

1	Release of Tender on CPP portal and website of NHIDCL	6.00 PM on 15.07.2020
2	Pre-Bid Conference	3.00 PM on 23.07.2020
3	Clarification on the Pre-Bid Conference (to be posted on www.nhidcl.com)	5.00 PM on 27.07.2020
4	Last date and time for submission of Bids	3.00 PM on 07.08.2020
5	Date and time for opening of Technical Bids	11.00 AM on 10.08.2020
6	Date and time for opening of Financial Bids of the technically qualified bidders	To be notified later on

3. 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 07.08.2020 (**1500 hours**). The physical sealed bid super scribed “**Technical bid** for selection of Manpower placement agency **for providing services**

of Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) of NHIDCL across India should be dropped in the Tender Box kept for the purpose at reception of NHIDCL at 3<sup>rd</sup> Floor PTI Building, 4 Parliament Street, New Delhi-110001 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. Ravi Bharadwaj on his mobile number #9953090169.**

4. The **Financial Bid** for selection of Manpower Placement Agency **for providing services of Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) of NHIDCL across India should be submitted only through online process at** <https://eprocure.gov.in>. In case of assistance in this regard please contact **Sh. Ravi Bharadwaj on his mobile number #9953090169.**
5. The exemption of Tender fee and EMD to NSIC registration certificates issued by MSME for providing services of manpower will be allowed as per the Govt. policy.
6. Successful bidder will have to deposit Performance Security of **Rs.12,00,000/- (Rupees Twelve Lakh Only) within seven (7) days** from the date of issue of LOA.

The Performance Security should be in the form of Fixed Deposit Receipt (FDR) made in the name of the Agency but hypothecated to the **Managing Director, National Highways & Infrastructure Development Corporation Limited, New Delhi** or Bank Guarantee issued in favour of **Managing Director, National Highways & Infrastructure Development Corporation Limited, New Delhi** covering two months in addition to the initial period of contract. On subsequent renewal/ extension of the contract, the FDR/ BG shall accordingly be renewed by the successful bidder for two months in addition to the extended contract period.

In case there are difficulties, FD should be in the name of the bidder with name of the NHIDCL also. The bidder should discharge the FD by affixing the requisite revenue stamp and signature of the authorised signatory in the bank of the bidder. Further, the bidder should provide a certificate from their bank indicating the following:

- FD No..... issued in favour of NHIDCL can be encashed by NHIDCL without any reference to .....(name of the bidder)
- .....(name of the bidder) shall not be allowed to encash this FD without NOC from NHIDCL.
- Interest shall accrue to the ....(Name of the bidder)

7. The tendering Agencies are required to enclose duly self-attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/ out-rightly rejected and will not be considered for further evaluation. The original documents may be asked for verification from the shortlisted firm(s) after evaluation of the bid(s) :-

1. Registration Certificate.
2. Copy of PAN/GIR card.



3. Copies of the EPF and ESI Certificates issued by the Competent Authority.
4. Copies of the GST Registration Certificate issued by the Competent Authority.
5. 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
8. **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.**
9. 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.
10. Conditional bids shall **not** be considered and will be summarily rejected in the very first instance.
11. A Pre-Bid conference would be held as per schedule in the office of the NHIDCL on 3rd floor, PTI Building, Sansad Marg, New Delhi. 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](http://www.nhidcl.com) as specified in schedule above. No queries shall be entertained after this date.
12. The Technical Bids shall be opened at **11.00 A.M. on 10.08.2020** and Financial Bids of technically qualified bidders shall be opened on the date to be notified later on NHIDCL's website.
13. 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.
14. **Technical Bid must be Indexed and page numbered.**
15. **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.**
16. **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.**
17. 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.

18. 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 28<sup>th</sup> January, 2014.

\*\*\*\*\*

## SECTION-4

### 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 of sufficient number of persons for **providing services of Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) of NHIDCL across India**, out of 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 a 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/foreclose 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 7<sup>th</sup> 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 paid 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.
10. The outsourced staff shall be required to render services under the supervision of NHIDCL Officers.
11. Agency should arrange to issue a laminated ID Card to each of the outsourced staff deployed at NHIDCL (as per design approved by 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 shall maintain complete secrecy and confidentiality about their work assignments in NHIDCL.
  - b. The outsourced staff shall ensure safe custody of all data/ information specific to any project of NHIDCL and shall maintain confidentiality by 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 shall 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 GM (HR) and DGM (Admn) 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 30 days.
  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 comes late/leaves early on three occasions leading to total loss time of more than 1.5 hours, 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 absenting 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 claim 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, agency.

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 ad-hoc, deputationist or any other direct contractual 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/ or any other capacity or continuation in any other project or in any 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 hereby 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. Except where otherwise provided for in the contract, all questions and disputes, claims, rights, matters or things whatsoever in any way arising out of or relating to the contract thereof shall be referred to the 'Dispute Resolution Committee' to be appointed by the Director (A&F), NHIDCL before taking recourse for resolution of dispute through Arbitration. In case dispute is not resolved at Dispute Resolution Committee level and still persists, the same shall be referred to the Sole Arbitrator to be appointed by Director (A&F)/MD, NHIDCL. The Arbitrator to whom the matter is originally referred is either transferred or vacates his office or is unable to act for any reason, the appointing authority for Arbitrator, as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Provision of the Arbitration and Conciliation Act, 1996, as amended or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
38. The Courts at Delhi/New Delhi shall have the exclusive jurisdiction to try and entertain the suit/petition over the matter.

## **FINANCIAL**

39. The Technical bid should be accompanied with Earnest Money Deposit (EMD) of Rs.6,00,000/- (Rupees Six Lakh only) in the form of Demand Draft/ Pay Order drawn in favour of **"National Highways & Infrastructure Development Corporation Limited, New Delhi"** failing which the tender shall be rejected outrightly. **The Average Annual Turn Over of the company for the last three years should not be less than Rs.2 Crores.**
40. The EMD in respect of the Agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second Stage) shall be returned to them without any interest. However, the EMD in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. **In case the selected agency do not undertake the work upon award of Letter of Award (LOA) with in 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 EMD/ Performance Guarantee.**
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 (HR), 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 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 and the qualification and relevant work experience of the manpower shall be decided by NHIDCL based on the qualifications and 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 thereon.
46. **All statutory payments such as ESI, EPF, GST, Maternity Leave Pay, etc. are not to be quoted by the bidders separately, only the administrative/ service charges to be charged by the service provider is to be quoted in 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 7<sup>th</sup> 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.

\*\*\*\*\*



## **SECTION-5**

### **SCHEDULE OF REQUIREMENT**

**Present tentative deployment 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	Remuneration (Rs. Per Month)	Experience	Required Qualification and Experience	Monthly consolidated remuneration (inclusive of PF, ESI) exclusive of applicable taxes and agency charges.
Sr. Manager (IT)	01	96,000/-	12 years	B.Tech/B.E. in Electronics /IT/ Computer Sciences/ MCA/MSc (IT) from a recognized University/Institution . Preference shall be given to M.Tech/ MBA (IT) and having experience on government projects.	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.18,00,000/- (Rs. Eighteen Lakh per month + GST as applicable)
Manager (IT)	01	84,000/-	9 years		
			4 years		
System Engineer/ Programmer (IT)	05	54,000/-			
IT Engineers	12	36,000/-	0-3 years		
Young Legal Professionals	06	42,000/-		For fresh law graduates out of National Law University/National law Schools, etc.	
Manager (Finance)	02	80,000/-	8-10 years	Chartered Accountant Cost & Management Accountants with relevant experience or Degree from a recognized University or Institute and SAS with relevant experience or having passed Intermediate level examination of Chartered Accountancy/Cost & Management	
Deputy Manager (Finance)	02	75,000/-	5-7 years		
Assistant Manager (Finance)	02	66,000/-	3-5 years		

				Accountants with 3 years experience over and above prescribed for qualified CA, CMA/SAS.
Any Other	As per requirement of NHIDCL			As will be decided by NHIDCL

**In addition to above, Field Allowance @ 10% of above remuneration is payable if a candidate is deployed in the notified field offices of NHIDCL.**

The above requirement is tentative and may increase or decrease at the sole discretion of NHIDCL management.

NB: On the above positions, some of the outsourced staff are already working (25 approx.), through the present outsourcing agency, which may be required to be continued in the new contract (who can be registered afresh with the selected agency) as they have gained experience and training in the working of NHIDCL. NHIDCL may also entrust the task of providing of other Manpower to the agency, if a need so arises, at the same rate/ terms and conditions.

\*\*\*\*\*

## **SECTION – 6**

### **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 either in Delhi/ New Delhi 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 2 crore.
  - 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 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.150 lakh or two works of 90 lakhs each or three works of 75 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 ending 30.06.2020, proof of which should be enclosed with the Technical Bid.
3. Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in a sealed envelope containing Technical Bids.

## 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:-

SI. 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 of providing similar manpower to be attached with technical bids.)	4 marks for each complete year (up to 30.06.2020) 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. 75 Lakh and must be attached with technical bids)	5 marks for each client subject to maximum of 30 marks.
3.	Level of client satisfaction for completion of works similar nature (providing middle management personnel) valued not less than 75 lakhs, during the last 7 (seven) years ending 30.06.2020 (certificate from client organization to be attached with the technical bids). Maximum SIX best works would be considered for evaluation.  <b>NB: Only such performance certificates shall be considered in which the value of the contract is mentioned, in addition to level of performance.</b>	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. 2016-17, 2017-18 and 2018-19 (relevant certificate from CA with UDIN no. to be enclosed).	<b>5 marks for Average Annual Turnover between Rs. 2 crore and up to Rs. 6 crore,</b>  <b>8 marks for Average Annual Turnover between Rs. 6 crore and above up to Rs. 10 crore,</b>  <b>11 marks for Average Annual Turnover between Rs. 10 crore and above up to Rs. 14 crore,</b>  <b>14 marks for Average Annual Turnover between Rs. 14 crore and above up to Rs. 18 crore,</b>

	<p><b>17 marks for Average Annual Turnover between Rs. 18 crore and above up to 22 crore, and</b></p> <p><b>20 marks for Average Annual Turnover of Rs. 22 crore and above during the last three Financial years, i.e 2016-17, 2017-18 and 2018-19.</b></p> <p><b>Maximum 20 marks.</b></p>
--	---

- a. Financial bids of only the technically qualified and eligible bidders shall be considered.
- b. Final selection shall be based on the Quality & Cost Based Selection (QCBS) and not on L-1 basis in Financial Bid. The 70% weightage shall be given to the Technical Bid and 30% weightage shall be given to the financial bid.

The combined and final evaluation:

- c. 100 marks will be awarded to the Agency who has quoted lowest 'Service Charges' in their Financial Bid (L-1) and pro-rata marks will be awarded to the other agencies accordingly. **Marks awarded to Financial Bid (Fn)=(Service Charges Quoted by L-1/Service Charges quoted by the agency)X100**
- d. Proposals will finally be ranked according to their combined scores of Technical (Tn) and Financial (Fn). **Final Score of Technically qualified bidders (Hn)=(0.7XTn)+(0.3XFn)**
- e. The selected bidder shall be awarded the work based upon highest score obtained by them as has been shown above (i.e. H-1, bidder who is having the highest combined score of Technical and Financial bids).
- f. NHIDCL shall draw a panel of up to five selected bidders based on highest combined scores obtained by them in Technical and Financial bids. The highest scorer will be shortlisted for award of work.
- g. In case H-1 defaults, NHIDCL reserves the right to award the work to next highest bidder till H5, (i.e. H-2, H-3, H-4, H-5 in that order), provided the agency agrees to match the 'Service Charges' quoted by H-1, if their quoted 'Service Charges' are higher.

**(S. P. SANWAL)**  
**DGM (Admn)**

Copy to:

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

**APPLICATION- TECHNICAL BID**

**For selection of Agency for providing services of Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) across India**

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 Delhi: .....

.....

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.
2016-17			
2017-18			
2018-19			

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 and FAX numbers	Amount value of Contract (Rs. In Lakhs)	Duration		Page Nos.
			From	To	
1.					
2.					
3.					
4.					
5.					

12. Copy of client satisfaction for completion of works of similar nature (providing skilled manpower) valued not less than Rs. 75 lakhs each, during the last 7(seven) years ending 30.06.2020.

Sl. No.	Details of client	Amount value		Grading awarded by client			
	along with address,	Of	Contract	Page No.	Page No.	Page No.	Page No.
	telephone and FAX numbers	(Rs. In Lakhs)		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.

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

Signature of authorized person

Date:

Name:

Place:

Seal:



## **DECLARATION**

1. I, ..... Son/ Daughter/ Wife of Shri.....  
Authorised 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. 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**

<b>Tender Inviting Authority:</b> National Highways & Infrastructure Development Corporation Limited, NEW DELHI			
<b>Name of Work:</b> Selection of Manpower Placement Agency for providing services of Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) across India			
<b>Contract No:</b> F.No. NHIDCL/HQ/Admn/Middle Management/2020			
<b>Bidder Name :</b>			
Sr.No.	Component of Rate	Rate of service/ agency charges in percentage (%) (up to 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. (Please refer Section-5 of this document for guidance)	
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 included in percentage service rate to be charged 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 including arranging CVs/ written tests/ personal interaction preparing remuneration sheets, initial mobilization of staff at site and any other similar expenses.
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 28<sup>th</sup> 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.

## **UNDERTAKING**

I submit the Financial Bid for **“Outsourcing services of Middle Management Personnel (such as IT, Chartered Accountant, Legal and other professional staff) at NHIDCL Headquarters, New Delhi, Project Monitoring Units (PMUs) and Regional Offices (ROs) across India”** as envisaged in the Tender document.

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)

<b>SLNo.</b>	<b>Particulars</b>	<b>To be filled by the bidder</b>
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