



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

**Name of Work:** Providing Un-Skilled, Semi-Skilled and Skilled Manpower Services to NHIDCL, Branch Office Gangtok (Sikkim).

**TENDER DOCUMENT**

**29<sup>th</sup> October 2019**

**National Highways & Infrastructure Development Corporation Limited**  
(Under Ministry of Road, Transport & Highways)  
Government of India

**Branch Office:** Sichey Link Road, Middle Sichey, Gangtok, East Sikkim - 737101

Phone No.: 03592 - 297108

**Notice Inviting Tender**

1. Sealed tenders are invited under **Two Cover System** i.e. **Technical Bid** and **Financial Bid** from reputed, experienced and financially sound Manpower Companies/Firms/Agencies for providing **PA/Steno, Accountant, Office Assistant, Data Entry Operator, Multi-Tasking Staff (MTS), Chowkidar (Fulltime) and Safaiwala (Part time)** etc. (Un-Skilled, Semi-Skilled and Skilled) Manpower Services to the National Highways and Infrastructure Development Corporation Limited, Branch Office Gangtok (Sikkim), a PSU company under the Ministry of Road Transport & Highways, Govt. of India initially for a period of **One year** from the date of award of contract, which is extendable as per the requirement.

Sr. No.	Name of the work/Contract Package	Cost of Document (In Rs.)	Earnest Money Deposit (EMD) (In Rs.)	Average annual turnover for last 5 years (Rs in Lakhs)	Period of Services
1	Providing Un-skilled, Semi- Skilled and Skilled Manpower to NHIDCL, Branch Office Gangtok (Sikkim)	Rs 500 /- (Non Refundable)	Rs 10,000/-	10	01 Year

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 **18.11.2019** by **1200 Hrs Noon** to the General Manager (Project), Branch Office - Gangtok (Sikkim), Sichey Link Road, Middle Sichey, Gangtok, East Sikkim - 737101.
3. No tender shall be entertained after this deadline under any circumstances whatsoever. The Technical Bid of tenders will be opened at **1400 Hrs** on **19.11.2019** and Financial Bid of tenders will be opened at **1500 Hrs** on **19.11.2019** in the presence of Authorized representative of Bidders as may wish to be personally present.
4. 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, BO - Gangtok (Sikkim) in this regard shall be final and binding on all.
5. The Tender document can be downloaded from the website [www.nhidcl.com](http://www.nhidcl.com) from **1700 Hrs** on **29.10.2019** up to **18.11.2019**.

6. The document fee will be accepted in the form of Demand Draft in favour of **General Manager (P), NHIDCL** payable at **Gangtok** (Non-Refundable).
7. Schedule of tendering Process:

Sr. No.	Description	Period
1	Date of issue of NIT	<b>29.10.2019</b>
2	Date of submission of Tender/Bid (Hard Copy)	<b>18.11.2019 (upto 1200 Hrs)</b>
3	Date of Opening of Technical Bids	<b>19.11.2019 (1400 Hrs)</b>
4	Date of Opening of Financial Bids of Qualified Applicants.	<b>19.11.2019 (1500 Hrs)</b>

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

**General Manager (Project)**  
**NHIDCL, BO - Gangtok (Sikkim),**  
**Sichey Link Road, Middle Sichey,**  
**Gangtok, (East Sikkim) - 737101.**

9. Conditional bids would be rejected.
10. NHIDCL reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

**General Manager (Project)**  
**NHIDCL, BO - Gangtok (Sikkim),**  
**Sichey Link Road, Middle Sichey,**  
**Gangtok, (East Sikkim) - 737101.**  
Contact No.: 03592-297108  
E-Mail Id.: nhidclskm@gmail.com

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

1. The National Highways and Infrastructure Development Corporation Limited, Branch Office Gangtok (Sikkim), requires reputed, well established and financially sound Manpower Companies /Firms/Agencies to provide PA/Steno, Accountant, Office Assistant, Data Entry Operators, Multi-Tasking Staff (MTS), Chowkidar (Full time) and Safaiwala (Part Time) etc. (Un-skilled, Semi-Skilled and Skilled) Manpower assistance to its Office.
2. The Contract will be for a period of **02 (Two) year** from the date of award of contract. The period of contract may be further extended or curtailed /terminated at any time before expiry of 01 (one) year period depending upon requirement of Company.
3. The Company has requirement of service of **PA/Steno, Accountant, Office Assistant, Date Entry Operators, Multi-Tasking Staff (MTS), Chowkidar (Full time) and Safaiwala (Part time) 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 **General Manager (P), NHIDCL** payable at **Gangtok** and other requisite documents in a sealed cover addressed to the General Manager (Project), Branch Office Gangtok (Sikkim). The last date and time for receipt of tenders is **1200 Hrs on 18.11.2019.**
5. The tenders have been invited under two cover system i.e. Technical Bid and Financial Bid. The interested agencies are required to submit two separate sealed envelopes super scribing “For Technical Bid” in one envelope and “For Financial Bid” in second envelope. Both sealed envelopes should be kept in a third envelope super scribing **“Tender for providing un-skilled, semi -skilled and skilled manpower services to the National Highways and Infrastructure Development Corporation Limited, Branch Office Gangtok (Sikkim).”**
6. The Documents Fee of **Rs 500 /- (Rupees Five Hundred Only)** non-refundable and 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 **“General Manager (P), NHIDCL** payable at **Gangtok”** 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 ESIC registration letter/certificate.
- ✓ Self-attested copy of Experience certificate.
- ✓ Demand Drafts for Document Fee and EMD.
- ✓ Certified document in support of financial turnover of the agency during the last three 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.
- ✓ Conditional bids shall not be considered and will be summarily rejected at the very first instance.

8. 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.
9. The **Competent Authority of National Highways and Infrastructure Development Corporation Limited, Branch Office Gangtok (Sikkim)** reserves the right to cancel any or all the bids without assigning any reason.

### **REQUIREMENT FOR THE TENDERING COMPANY/FIRM/AGENCY**

1. The tendering manpower Company/Firm/Agency should fulfill all 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 reputed Private Companies/Public Sector Companies/Banks and Government Department 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 Three years IT return.
  - f) Proof of working with Ministries/Government officers/organizations/ Reputed Private Companies/Public Sector Companies/Banks and Government Department etc. for **03 (three) years** and the number of persons deployed by the agency each year in the **last 3 years**.
  - g) Certificate of annual return form CA. **The Annual Turn Over of the company should not be less than Rupees 10 Lakhs.**
  - h) The manpower Company/Firm/Agency should provide different category of manpower as asked by NHIDCL with desirable qualification and experience, who are ready to be deployed within 7 days of award of work.
2. Self-attested copies of the documents indicating compliance with the above specifications/requirements should be kept in the sealed envelope containing Technical Bids.

**TECHNICAL REQUIREMENT FOR PA/STENO, ACCOUNTANT, OFFICE ASSISTANT, DATA ENTRY OPERATORS ETC. TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/FIRM/AGENCY IN THE OFFICE OF THE GENERAL MANAGER (PROJECT), NATIONAL HIGHWAYS AND INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED, BRANCH OFFICE GANGTOK (SIKKIM) WITH PROPER DOCUMENTARY PROOF.**

As per guidelines issued by the NHIDCL authority vide order no.NHI/HR/29 dated 27 March, 2015.The staff should have the following -

**(i) For PA/Stenographer:**

a) Essential Qualification: -

- Matriculation or equivalent Examination of recognized University /Board.
- Shorthand Speed: 80 wpm (Hindi or English).
- Transcription speed of 30 wpm (English) or 25 wpm (Hindi) on computer.
- Three years experience in relevant field (secretarial assistant).
- Good working knowledge of MS-Office.

b) Desirable Qualification:-

- Degree from a recognized university.
- Diploma/Certificate in Office Management/Secretarial Practice or equivalent/similar qualifications from Government, polytechnic or other reputed institutions.

**(ii) For Accountant:**

a) Essential Qualifications:-

- Degree in Commerce or equivalent.
- Five Years Working Experience in Commercial Accounting.

b) Desirable Qualifications:-

- Degree in Commerce or equivalent with 1st Division (60% Marks).
- Pass in Intermediate Examination of the Institute of Chartered Accountants of India (ICAI) or Institute of Costs and Works Accountants of India (ICWAI).

**(iii) For Office Assistant:**

a) Essential Qualifications:-

- Degree from a recognized university/ institute.
- Two years Working Experience in relevant field.

c) Desirable Qualifications:-

- At least 6 months certificate course in computer application, internet, MS-Office etc. and well versed in the field of Administration and Establishment.

**(iv) For Data Entry Operator:**

- a) He/she should hold Degree from a Recognized University/Board minimum 21 year of age completed.
- b) He/she should shorthand speed of 80 wpm and typing speed of 30 wpm in English.
- c) He/she should be well conversant with the working of the computers and knowledge of MS word is essential. Knowledge of LAN function, MS excel and MS Power Point application is preferable.
- d) He/she should have preferably 2 years experience of in reputed Public/Private Institution/Central/State Government Offices.

**TECHNICAL REQUIREMENT FOR MULTI-TASKING STAFF, CHOWKIDAR (FULL TIME) AND SAFAIWALA (PART TIME) ETC.TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/FIRM/ AGENCY IN THE OFFICE OF THE GENERAL MANAGER (PROJECT), NATIONAL HIGHWAYS AND INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED, BRANCH OFFICE GANGTOK (SIKKIM) WITH PROPER DOCUMENTARY PROOF.**

**(i) Multi-Tasking Staff (MTS):**

- a) He/she should be preferably 8th class pass and minimum 18 years of age completed.
- b) He/she should be physically fit for doing all types of Multi-Tasking Staff jobs.
- c) He/she should have preferably 01 year working experience in reputed Public/Private institution /Central /State Government offices.

**(ii) For Chowkidar (Full time) & Safaiwala (Part time):**

- a) He/she should be preferably minimum 18 years of age completed.
- b) He/she should be physically fit for doing all types of Chowkidar/ Safaiwala related jobs.
- c) He/she should have preferably one year working experience in reputed Public/Private institution /Central/State Government offices.



## APPLICATION-TECHNICAL BID

**For providing PA/Steno, Accountant, Office Assistant, Data Entry Operators, Multi- Tasking Staff (MTS) , Chowkidar (Full time) & Safaiwala (PART time) etc. (Un-Skilled, Semi-Skilled and Skilled) Manpower Services to the office of the General Manager (Project), National Highways and Infrastructure Development Corporation Limited, Branch Office Gangtok (Sikkim).**

1. Name of Tendering Company/Firm/Agency :
2. Name of proprietor/Director of Company/Firm/Agency :
3. Full Address of Regd. Office :

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Telephone No FAX No.  
E-Mail Address

4. Full address of Operating Branch:

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Telephone No FAX No.  
E-Mail Address

5. (a) Banker of Company/Firm/Agency: (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. E.P.F. Registration Number:
9. E.S.I.C. Registration Number:
10. Financial turnover of the tendering Company/Firm/Agency for the last three Financial Years with documentary proof thereof.

**Note:** (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs in Lakhs)	Remarks, If any
2015-16		
2016-17		
2017-18		

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

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

(If the space provided is insufficient, a separate sheet may be attached)

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

Signature of authorized person

Date:  
Place:

Name:  
Seal:

### **DECLARATION**

1. I,.....Son/Daughter/Wife of Shri.....  
signatory of the 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

**For providing Un-Skilled, Semi-Skilled and Skilled Manpower Services to National Highways and Infrastructure Development Corporation Limited, Branch Office Gangtok (Sikkim).**

1. Name of tendering Company/Firm/Agency:
  
2. Details of Earnest Money Deposit: **Rs.10, 000/- (Rupees Ten Thousand Only)** Demand Draft

**Drawn Bank:**

**D.D. No. & Date:**

3. All the staff deployed in the National Highways and Infrastructure Development Corporation Limited, Gangtok (Sikkim) will be paid their wages by 5<sup>th</sup> of every month 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, BO - Gangtok (Sikkim) before the end of each month. National Highways and Infrastructure Development Corporation Limited, BO - Gangtok (Sikkim) shall verify the actual payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider in addition to other legal action.
4. The 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.
5. GST as per applicable rates will be paid by the NHIDCL on taxable bill amount.
6. NHIDCL shall bear the expenses towards ESI, EPF and other taxes as applicable as per Govt. rules from time to time.

**Signature of authorized person(s)**

**Name:**

**Date:**

**Place:**

**Seal:**

**Note:** 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.

### **UNDERTAKING**

1. I submit the Financial Bid for “Outsourcing services of Office Staff (such as Stenographers, Personal Assistant, Office Assistants, Data Entry Operators, Multi-Tasking Staff, Chowkidar, Safaiwala, etc.) for working under NHIDCL Branch Office Gangtok (Sikkim)” 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:**

**DETAILS OF BANK ACCOUNT**

**(RTGS/NEFT facility for receiving payments)**

<b>Sl.No.</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

### **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, Branch Office Gangtok (Sikkim).
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, Branch Office Gangtok (Sikkim) at present, is in requirement of manpower on urgent basis. The requirement of the National Highways and Infrastructure Development Corporation Limited, Branch Office Gangtok (Sikkim) 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, Branch Office Gangtok (Sikkim) while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be breach of terms of Contract making him/her liable for legal action besides termination of contract.
5. General Manager (P), Branch Office Gangtok (Sikkim), National Highways and Infrastructure Development Corporation Limited, reserves right to terminate the contract during initial period also after giving three days notice to the contracting agency in case of breach of terms of contract. Also, the contract may be terminated at any stage by giving one month notice period by either of the party.
6. Duly authorized representative of Bidders will be allowed to participate in the bidding process on production of authorization letter.
7. National Highways and Infrastructure Development Corporation Limited, Branch Office Gangtok (Sikkim) may ask for documentary evidence in respect of payment of statutory liabilities as and when required.
8. 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.
9. Contractor should quote his service charges in %.
10. Service provider will pay the wages to the persons deployed through individual bank account.

11. Whenever minimum wage is revised by the Government of Sikkim / 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.
12. National Highways and Infrastructure Development Corporation Limited, Branch Office Gangtok (Sikkim) 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.
13. The contracting Company/Firm/Agency shall furnish and undertaking that it has not been debarred/ blacklisted/ censored for violating statutory norms and /or deficiency in providing service as per the attached format.
14. 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.
15. After issue of letter of acceptance to the successful bidder, the Steno/PA, Accountant/Data Entry Operator shall be interviewed by the authority to judge their suitability for the post. The successful bidder has to send the candidates, as mentioned in Annexure I, for the interview at their own cost. The authority reserves the right to accept or reject the candidature on the basis of interview.
16. Final selection of all staff being provided by placement agency will be done by General Manager (P), Branch Office Gangtok (Sikkim) on interview basis. Staff already deputed in office may be continued as deemed fit, at the perusal of the General Manager (P).



### **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, Branch Office Gangtok (Sikkim) is physically fit to discharge duties of PA/Steno, Accountant, Office Assistant, Data Entry Operators, Multi-Tasking Staff, Chowkidar & Safaiwala Staff etc. (Unskilled, semi-skilled and skilled.)
2. National Highways and Infrastructure Development Corporation Limited, Branch Office Gangtok (Sikkim) has five days working (i.e. Monday to Friday) in a week from 9030 Hrs to 1800 Hrs with a lunch break of ½ hour from 1030 Hrs to 1400 Hrs or as per office order time to time. The office will remain closed on every Saturday and Sunday of every month. Besides, the Company also observes the Gazetted holidays notified by the Government of India from time to time. The PA/Steno, Accountant, Office Assistant, Data Entry Operators, Multi-Tasking Staff, Chowkidar (Full time) & Safaiwala (Part time) Staff etc. (unskilled, semi-skilled & skilled), 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, Branch Office Gangtok (Sikkim) because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the National Highways and Infrastructure Development Corporation Limited, BO - Gangtok (Sikkim).
5. The persons deployed shall be required to report for work at 9030 Hrs to the GM (P), NHIDCL, BO - Gangtok (Sikkim) daily and would not leave before 1800 Hrs or as per office order time to time. 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, BO - Gangtok (Sikkim) 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. 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, BO - Gangtok (Sikkim). The persons deployed by the agency in the National Highways and Infrastructure Development Corporation Limited, BO - Gangtok (Sikkim) 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, BO - Gangtok (Sikkim). They shall in no case be entitled for claiming regularization/employment in the National Highways and Infrastructure Development Corporation Limited, BO - Gangtok (Sikkim), on the basis of having rendered services through the Contractor.
9. The Service providing Agency shall be solely responsible for the redress of grievances/resolution of disputes relating to person deployed. National Highways and Infrastructure Development Corporation Limited, BO - Gangtok (Sikkim) shall, in no way be responsible for settlement of such issues whatsoever.
10. National Highways and Infrastructure Development Corporation Limited, BO - Gangtok (Sikkim) 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.
11. 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 National Highways and Infrastructure Development Corporation Limited, BO - Gangtok (Sikkim) during the currency or after expiry of the Contract.
12. 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, BO - Gangtok (Sikkim).

## **LEGAL**

1. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, GST, 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, BO - Gangtok (Sikkim).
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, BO - Gangtok (Sikkim) 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, BO - Gangtok (Sikkim) 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) and TDS (GST) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provide to the agency by the National Highways and Infrastructure Development Corporation Limited, BO - Gangtok (Sikkim).
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, BO - Gangtok (Sikkim) is put to any loss/obligation, monetary or otherwise, the National Highways and Infrastructure Development Corporation Limited, BO - Gangtok (Sikkim) 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 500/- (Rupees Five Hundred Only)** in favour of the **“General Manager (P), NHIDCL”** payable at **Gangtok** failing which the tender shall be rejected out rightly. The Annual Turn Over of the company should not less than Rs 10 Lakhs.
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 finalization of successful bidder. However, the EMD in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. Further, if agency fails to deploy required number of 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 refundable Performance Security Deposit of **Rs 10,000/- (Rupees Ten Thousand Only)** in the favour of **“General Manager (P), NHIDCL”** payable at **Gangtok** within seven days in the form of Demand Draft.
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, BO - Gangtok (Sikkim) besides annulment of the contract.
5. The agency shall raise the bill, in triplicate, along with attendance sheet duly verified by the General Manager (Project), NHIDCL BO - Gangtok (Sikkim) in respect of the persons deployed and submit the same to the General Manager (Project), NHIDCL BO - Gangtok (Sikkim) 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 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, BO - Gangtok (Sikkim) office before the end of each month. National Highways and Infrastructure Development Corporation Limited, BO - Gangtok (Sikkim) 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, BO - Gangtok (Sikkim).

8. The National Highways and Infrastructure Development Corporation Limited, BO - Gangtok (Sikkim) 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.

**General Manager (Project)  
National Highways and Infrastructure  
Development Corporation Limited,  
Branch Office Gangtok (Sikkim).**

**FINANCIAL BID**

**Name of work: Providing Un-skilled, Semi-Skilled and Skilled Manpower Services to NHIDCL, Branch Office Gangtok (Sikkim).**

These requirements as mentioned for Branch Office Gangtok (Sikkim):

<b>Sr. No.</b>	<b>Designation</b>	<b>Consolidated Emolument to be given (In Rs)</b>
1	Steno/PA (01 Nos.)	As per NHIDCL Office Order No.: NHIDCL/HQ/Staff Remuneration/2018/1718 dated 07.08.2018 also applicable if any revision by NHIDCL time to time.
2	Accountant (01 Nos)	
3	Office Assistant (01 Nos)	
4	Data Entry Operator (01 Nos)	As per the minimum wages act of Govt. of Sikkim.
5	MTS (04 Nos)	
6	Chowkidar (01 Nos) (Full Time)	
7	Safaiwala (01 Nos) (Part Time)	

**FINANCIAL BID**

**Name of work: Providing Un-Skilled, Semi-Skilled and Skilled Manpower Services to NHIDCL, Branch Office Gangtok (Sikkim).**

**Rates of gross wages of all categories will be as per NHIDCL. Contractor/Placement agency should quote only their Agency/Services charges in terms of percentage (%). No amount except Agency charges quoted by the Contractors/Placement agency on total gross amount will be paid by NHIDCL to the placement agency.**

Sr. No.	Details	Percentage to be quoted by the firm (on total emoluments to be paid to various staff) excluding GST	
		% in figure	% in words
1	NHIDCL, Branch Office Gangtok (Sikkim)		