

National Highways & Infrastructure Development Corporation Limited
(A Public Sector Undertaking under the Ministry of Road Transport & Highways, Govt. of India)

3rd Floor, PTI Building,
4- Parliament Street
New Delhi-110001

Dated: 03.08.2016

TENDER DOCUMENT

Selection of agency for providing services of Housekeeping Staff and Security Guards in NHIDCL Headquarters, New Delhi.

Earnest Money Deposit	: Rs.50,000/-
Cost of Bid documents	: Rs.1,000/-
Pre-Bid Conference	: 3:00 PM on 10.08.2016
Clarification on the Pre-Bid Conference (to be posted on www.nhidcl.com)	: By 5:00 PM on 12.08.2016
Last date and time for submission of Bids	: 3:00 P.M. on 16.08.2016
Date and time for opening of Technical Bids	: 4:00 P.M. on 16.08.2016
Date and time for opening of Financial Bids	: To be notified later on

Dated: 03.08.2016

TENDER NOTICE

National Highways & Infrastructure Development Corporation Limited invites sealed tenders under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/ Firms/ Agencies (hereafter called Agency) for providing **services of Housekeeping staff and Security Guards at NHIDCL (HQ)**. The contract shall be initially for a period of two years (*likely to commence from 01.09.2016*) 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 performance of agency/ requirement of NHIDCL.

2. The complete Tender Documents can be downloaded from the website of NHIDCL www.nhidcl.com.
3. Interested Companies/ Firms/ Agencies may submit their bids complete in all respect along with Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) and other requisite documents on or before 16.08.2016 by 3:00 P.M. to the **Dy. GM (HR), National Highways & Infrastructure Development Corporation Limited, 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001**. No bid shall be entertained after this deadline under any circumstance whatsoever. The Technical Bids will be opened at 4:00 PM on 16.08.2016 itself and Financial Bids of only technically qualified bidders will be opened on a date to be notified later on, in the presence of authorized representative of the Bidders who wish to be present.
4. **Bidders who have participated in NHIDCL's earlier tender notice dated 20.06.2016 for the same work and have furnished the cost of tender and EMD, need not to furnish the same again. (Kindly provided the details of the same).**
5. 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.

Pradeep Chawla
Dy. GM (HR)

Copy to:

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

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

The National Highways & Infrastructure Development Corporation Limited situated at 3rd Floor, 4-Parliament Street, New Delhi-110001 requires reputed, experienced and financially sound Companies/ Firms/ Agencies for providing **services of Housekeeping Staff and Security Guards** at NHIDCL Headquarters.

- 1. For Housekeeping Services:** Sweeping/ Cleaning/ Moping/ Dusting etc. of the office premises of NHIDCL located at PTI Building, Parliament Street, New Delhi-110001. The total covered area of the office premises of NHIDCL including open space and common area is approximately 10266 sq.ft. (8218 sqft at third floor and 2048 sqft at ground floor). Total numbers of toilets in both floors are 05 (Five) in number. The detailed scope of work is given below:

1.1 DAILY JOBS TO BE CARRIED OUT BY THE AGENCY SO SHORTLISTED AND ENGAGED:

All sweeping & cleaning works are to be carried out before 9:30 A.M daily by the staff so engaged at NHIDCL. The cleaning at NHIDCL premises involves the following:-

- a. In the morning before the office starts, deep cleaning of toilets using required detergent & phenyl, and by putting naphthalene balls and air purifiers in all urinals, washbasins and WC area.
- b. Cleaning of toilet(s) during the working hours are to be carried at regular intervals of 2 hours with phenyl and detergent etc.
- c. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, computers, telephones, curtains etc. with dry/wet cloth, feather brush and duster.
- d. Deep cleaning and moping of office entire space including common areas, before the office starts in the morning.
- e. Cleaning of the floors as and when required during the days.
- f. Regular cleaning of windows and window sills of all toilets to be carried out regularly.
- g. Regular clearing of drainage systems including removal of blockages and maintaining proper drainages of toilets shall be under the preview of the agency so deployed.
- h. Removal of beehives and cobwebs/ honey webs in office premises or surroundings, if any shall also responsibility of the agency so deployed.
- i. Removal and disposing the waste/ garbage on daily basis
- j. Removal of dead birds, animals like rats, insects, if any in and around the office premises.
- k. Collection of waste paper from rooms, baskets, lobbies and putting in garbage-bags at the specified location.
- l. Cleaning of carpeted floors with dry/ wet vacuum cleaners and suitable cleaning materials not harmful for carpeted flooring.
- m. To clean glass panes on doors, windows and partitions with soap/cleaning agent.
- n. Cleaning of waste paper and other garbage and removal from the office premises and dispose them at the suitable place earmarked by PTI/ civic agency.
- o. Spray of room fresheners at least twice a day in the entire office premises on all working days, additionally as and when required. Room fresheners should be of ISI Mark and of standard make.

1.2 WEEKLY JOBS TO BE CARRIED OUT BY THE AGENCY SO SHORTLISTED AND DEPLOYED:

- (i) Deep cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/ rooms, corridors with soap, detergents or any other cleaning material should be used at least once in a week.
- (ii) Deep cleaning of sofa with vacuum cleaners and leatherette upholstered sofa set and chairs with soap solution/cleaning agent of approved quality.
- (iii) Deep cleaning and sweeping of open area including window enclosures.

1.3 JOBS TO BE CARRIED OUT FORTNIGHTLY:

- (i) Polishing of brass items with approved brass cleaning materials.
- (ii) Dusting of false ceiling, cupboards and cabinets etc. with soft brooms and cloth.

1.4 JOBS TO BE CARRIED OUT ON QUATERLY BASIS:

- (i) **Dry-cleaning of carpeted floors** (Approx. 1770 Sq. Fts.) (with suitable cleaning materials not harmful for carpeted flooring).

2. **For Security Services: The Security guards deployed by the agency shall be responsible for** keeping a close watch on the buildings/ offices, gates, trespassing, encroachment, squatting or unauthorized occupation of surrounding areas. Security guards shall be responsible for having a watch on all incoming and outgoing personnel, visitors, goods, etc. Also, they will be responsible for theft, pilferage and other undesirable activities. They will maintain proper records of the movement of personnel and goods. They will also be responsible for the safe custody of keys of the buildings/ gates etc.

2.1 The security guard deployed by the agency shall be physically/ medically fit and preferably be ex-serviceman, below 50 years of age.

2.2 It shall be the duty of the security agency to arrange for alternate security guards in case of absence of personnel already deployed due to leave or otherwise.

3. The contract will be initially for a period of **Two years** (*likely to commence from 01.09.2016*), from the date of award of 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.
4. Various crucial dates/ time relating to **“For providing services of Housekeeping staff and Security Guards in NHIDCL Headquarters, New Delhi**, Companies/Firms/Agencies for providing Housekeeping staff and security guards in NHIDCL Headquarters at New Delhi” **are as under:**

(a)	Pre-Bid Conference	3.00PM on 10.08.2016
(b)	Clarification on the Pre-Bid Conference (to be posted on www.nhidcl.com)	By 5.00 PM on 12.08.2016
(c)	Last date and time for submission of Bids	3.00 PM in 16.08.2016
(d)	Date and time for opening of Technical Bids	4.00 PM on 16.08.2016
(e)	Date and time for opening of Financial Bids of the technically qualified bidders	To be notified later on

5. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are required to submit two separate sealed envelopes super scribing **“Technical Bids for selection of Agency for providing services of Housekeeping staff and Security Guards in NHIDCL Headquarters, New Delhi”**, & **“Financial Bid for selection of Agency for providing services of Housekeeping staff and Security Guards in NHIDCL Headquarters, New Delhi”** Both the sealed envelopes should be kept in a **third envelope** super scribing **“Tender for Selection of Agency for providing services of Housekeeping staff and Security Guards in NHIDCL Headquarters, New Delhi”**.
6. The interested Agencies may submit the bid complete in all respects along with the Earnest Money Deposit (EMD) for Rs.50,000/- (Rupees Fifty Thousand only) and cost of bid documents @1000/- (non-refundable.) should be necessary kept in the sealed cover containing tech bid of the agency (in the form of Demand Draft/ Pay Order drawn in the favour of **National Highways & Infrastructure Development Corporation Limited, payable at New Delhi**, and other requisite documents in a sealed envelope addressed to Shri Pradeep Chawla, Dy. GM(HR) and drop it in the tender box kept at 3rd Floor PTI Building, 4- Parliament Street, New Delhi-110001, failing which the tender shall be rejected summarily.

Bidders who have participated in NHIDCL's earlier tender notice dated 20.06.2016 for the same work and have furnished the cost of tender and EMD, need not to furnish the same again. (Kindly provided the details of the same).

7. Successful bidder will have to deposit Performance Security of Rs.3,00,000/- (Rupees Three Lakhs Only) **within seven (7) days** from the date of issue of LOA, 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.
8. The bidders are required to enclose duly self-attested photocopies of the following documents along with the Technical Bid, failing which their bids shall summarily/ out-rightly be rejected and will not be considered for further evaluation. The originals documents shall be asked for verifications to the shortlisted firm after evaluation the bid(s) :-
 - a. Registration Certificate.
 - b. Copy of PAN/GIR card.
 - c. Copies of the EPF and ESI Certificates.
 - d. Copies of the Service Tax Registration Certificate.
 - e. Proof of Annual Turnover of the firm for the last 3 years duly certified by a **Chartered Accountant Only**.
9. Bidder shall provide Uniform at their cost to its entire staff deployed at NHIDCL, failing which the same will be provided by NHIDCL and cost of the same shall be recovered from the agency from their bill(s).
10. All entries in the tender form should be legible and filled clearly. If the space for furnishing the information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Non-adherence to this stipulation shall render the bid as non-responsive.
11. The Technical Bid of tenders shall be opened at **4:00 P.M. on 16.08.2016** and Financial Bids of technically qualified bidders shall be opened on the date to be notified later on **at 3rd Floor, PTI Building, 4 - Parliament Street, New Delhi – 110001** in the presence of the authorized representative of the Bidder (if any), who are present on the spot at that date/ time.
12. The **Competent Authority** of the National Highways & Infrastructure Development Corporation Limited reserves the right to cancel any or all the bids without assigning any reason.
13. **Technical Bid must be Indexed, page numbered and bound.**
14. **All the pages of the tender document must be signed and duly affixed with the rubber-stamp of the firm/ agency as an acceptance of all the terms & conditions contained therein, by an authorized signatory. Unsigned bids shall be treated as non-responsive.**
15. **In case the signatures are made by a person other than Proprietor or designated Official of the firm an authority letter in his/ her name must be attached in original.**
16. **Conditional bids shall not be considered and will be summarily rejected.**

**TECHNICAL REQUIREMENT OF THE AGENCY PROVIDING THE SERVICES OF
HOUSEKEEPING STAFF AND SECURITY GUARDS AT NHIDCL, NEW DELHI**

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 or NCR region of Delhi.
 - (b) The Agency should be registered with the appropriate registration authority.
 - (c) The Agency should have successfully completed at least one work of similar nature valued not less than Rs.20/- Lakhs or two works of Rs.15/- lakhs each or three works of Rs.10/- lakhs each, during the last 7 (seven) years providing services of Housekeeping staff and Security Guards to reputed Private Companies/ Public Sector Companies and/ or Government Department etc., proof of which should be enclosed with the Technical Bid.
 - (d) The Agency should be registered with Service Tax Department.
 - (e) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
 - (f) Copy of PAN card.
 - (g) **Certificate of Annual Return from CA. The average Annual Turn Over of the company for the last three financial years which should not be less than Rupees One Crore. Any other document other than CA's certificate will be not be accepted upon.**
 - (h) **The Tender Documents must be page numbered, indexed and bound.**
2. Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in the sealed envelope containing Technical Bids.

REQUIREMENT

Type of Personnel	Requirement	Required Qualification and Experience	Monthly Remuneration
Security Guard	<p>One Security Guard in 08 hourly shifts at third floor premises of NHIDCL for 24 hours (i.e. 1 guard x 3 = 3 nos.)</p> <p>And</p> <p>And one Security Guard in 08 hourly shifts at ground floor premises of NHIDCL for 16 hours from (6.00 am to 10.00 pm) (i.e. 1 guard x2= 2 nos.)</p> <p>Total 5 number of guards</p>	Preferably an Ex-Serviceman having minimum qualification as Matric pass	NHIDCL shall pay to the agency @ minimum wages as notified by Govt. of NCT of Delhi and amended from time to time, towards the staff deployed by the agency at NHIDCL
Housekeeping Staff	<p>Three (03) at third floor (02 nos. of staff from 08.00 am to 04.00 pm and 01 from 12.00 noon to 08.00 pm)</p> <p>And</p> <p>Two (02) at Ground Floor (01 no. of staff from 08.00 am to 04.00 pm and 01 from 12.00 noon to 08.00 pm)</p> <p>Total 5 number of Housekeeping Staff</p>		

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

Note.:

- NHIDCL may require the services of Lady security guard which shall be arranged by the agency on demand in a short notice of say 01 hour at the same terms & conditions.**
- Kindly refer to Clause 1 (1.1 to 1.4) of Scope of work and General Instructions for Bidders for jobs to be carried out on Daily Basis, Weekly Basis, Fortnightly Basis, and Quarterly basis.**

* * *

Evaluation of bids (qualifying only)

A minimum score for Technical Bid (**Tn**) of 60 (out of 100) is required for qualifying in technical bid evaluation based on the following criteria:-

Sl. No.	Parameters	Marks Allotted
1.	Length of experience of providing services of Housekeeping Staff and Security Guards to reputed Private Companies/ Public Sector Companies and Government Department etc. (relevant proof to be attached with technical bids.)	5 marks for each completed year subject to a maximum of 25 marks.
2.	Client profile - Number of Government organizations/ PSUs/ Private organizations served/ presently being served for providing services of Housekeeping staff and Security Guards (relevant proof to be attached with technical bids)	5 marks for each client subject to maximum of 25 marks.
3.	Level of client satisfaction for completion of works of similar nature, valued not less than 10 lakhs, during the last 7 (seven) years (certificate from client/ organization to be attached with the technical bids). Maximum five best works would be considered for evaluation	Based on grading in the client certificate, 5 marks for each Excellent grading, 3 marks for each Good grading, 2 marks for each Satisfactory grading, subject to maximum 25 marks.
4.	Sound financial standing of the tendering firm in terms of annual turnover, during the last three years (relevant certificate from CA to be enclosed).	Annual Average Turnover during the last three Financial years • 5 marks for turnover between one to two crores. • 10 marks for turnover between two to three crores. • 15 marks for turnover between three to four crores. • 20 marks for turnover between four to five crores. • 25 marks for turnover of five cores and above.

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

The combined and final evaluation will be as under:

- 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) X 100

- d. Proposals will finally be ranked according to their combined scores of Technical (Tn) and Financial (Fn).

Final Score of Technically qualified bidders (Hn) = (0.3 X Tn) + (0.7 X Fn)

- 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 the three (3) 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 H-3, (i.e. H-2 and H-3 in that order), provided the agency agrees to match the 'Service Charges' quoted by H-1, if their quoted 'Service Charges', are higher.

APPLICATION- TECHNICAL BID

For selection of Agency for providing services of Housekeeping Staff and Security Guards in NHIDCL, New Delhi.

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 Operating Branch:

.....
.....

Telephone No.:.....

FAX No.:.....

E- Mail Address:.....

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

Full Address:.....
.....
.....

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

(b) Telephone Number of Banker:

6. PAN/GIR No.:
(attach attested copy)

7. Service Tax 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. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2013-14		
2014-15		
2015-16		

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	
			From	To
1.				
2.				
3.				
4.				
5.				

12. Copy of client satisfaction for completion of works of similar nature (providing services of Housekeeping Staff and Security Guards) works valued not less than Rs.10/- Lakhs, during the last 7 (seven) years to reputed Private Companies/ Public Sector Companies and/ or Government Department etc. (Please also indicate the year of completion of work)

Sl. No.	Details of client along with address, telephone and FAX numbers	Amount value of Contract (Rs. In lakhs)	Grading awarded by client		
			Excellent	Good	Satisfactory
1					
2					
3					
4					
5					

13. Length of experience of providing services of Housekeeping Staff and Security Guards to reputed Private Companies/ Public Sector Companies and Government Department etc.

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

Signature of authorized person

Date:
Place:

Name:
Seal:

DECLARATION

1. I,Son/ Daughter/ Wife of Shri..... Authorized signatory of the company/ agency/ firm mentioned above, is competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. I 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:

APPLICATION – FINANCIAL BID

For selection of Agency for providing services of Housekeeping staff and Security Guards (in NHIDCL.

1. Name of tendering Company/ Firm/ Agency:.....
2. **a)** Details of Earnest Money Deposit: Rs.50,000/-(Rupees Fifty Thousand Only)
D.D/P.O. No._____ & Date:
Drawn on the Bank:
b) Details of cost of bid documents: Rs.1,000/- (Rupees one thousand only)
D.D/P.O. No._____ & Date:
Drawn on the Bank:
3. All staff deployed in the National Highways & Infrastructure Development Corporation Limited will be paid their remuneration on monthly basis by the Company/ Firm/ Agency through RTGS 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.
4. The Agency will have to furnish an Affidavit that it is in compliance with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities thereon.
5. All statutory payments such as ESI, EPF, Service tax etc. are not to be quoted by the bidders, only the administrative/ service charges to be charged by the service provider is to be quoted in column no.(c) below:

Sl. No.	Component of Rate	Amount in Rs. per person/ per month
a	Remuneration per person	The agency has to ensure that the staff so deployed at NHIDCL must get minimum wages as notified by Govt. of NCT of Delhi and amended from time to time.
b	Service Tax	Not to be quoted by the bidder. It shall be paid as per relevant rules applicable from time to time.
c	Agency Adm./Service Charge/ Any other liability/ charges including cost of cleaning material & uniform (pl. Indicate)#	To be quoted in % of the amount payable as in (a) above _____% In words:_____%

All the material required for cleaning such as mops, dusters, brooms, wipers, phenyl, naphthalene bolls, room fresheners, detergents, liquid soap for handwash, etc. are to be provided by the agency, cost of which may be built up in the agency charges being quoted.

The cost of works to be carried out under Clause 1 (1.1 to 1.4) of Scope of work and General Instructions for Bidders on Daily Basis, Weekly Basis, Fortnightly Basis, and Quarterly basis shall be part of the agency charges.

Please Note:

6. Justifications to the Financial Bid (service charges quoted in the financial bid) in terms of the Cost of accessories and cleaning material as has been indicated in scope of work must be attached.

Signature of authorized person(s)

Date:

Name:

Place:

Seal:

Notes:

1. The Administrative/ Service Charge/ Any other liability/ charges (mentioned in para 5 above) to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes as at para 5(c) above). **The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies.**
2. **In cases where the bidder has submitted “NIL” Charge/ Amount over and above the remuneration payable to the Manpower, the bid shall be treated as non-responsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM NO. 29(1)/2014-PPD dated 28th January, 2014.**
3. 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 Staff so deployed by the agency.
4. The agency shall ensure that the remuneration to the deployed Staff is released by the 7th of the succeeding month and the proof of same must 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.

Terms and Conditions of Contract

General:

1. The Validity of the bid shall remain in force for 120 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 bidder shall be bound by the details furnished by him/ her to the National Highways & Infrastructure Development Corporation Limited, while submitting the tender or at subsequent stage. In case, any document furnished by him/ her is found to be false at any stage, it would be deemed to be breach of terms of Contract making him/ her liable for legal action besides termination of contract.
4. The National Highways & Infrastructure Development Corporation Limited, reserves the right to terminate the contract during initial period also after giving thirty days' notice to the contracting agency and in case of breach of terms of contract without any further correspondence in this regard.
5. **Duly authorized representative of Bidders will be allowed to participate in the bidding process on production of authorization letter.**
6. National Highways & Infrastructure Development Corporation Limited may ask for documentary evidence in respect of payment of statutory liabilities as and when required.
7. 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.
8. Agency should arrange to issue a laminated ID Card to each of their staff so deployed at 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.
9. The Agency shall furnish the following documents in respect of the individual Manpower who will be deployed in National Highways & Infrastructure Development Corporation Limited before the commencement of work.
 - a. List of persons deployed;
 - b. Bio-data of the person;
 - c. Attested copy of the Certificates and documents showing age, educational qualifications and experience
 - d. Character certificate from school last attended;
 - 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).
10. In case the personnel deployed by the successful Agency commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the successful Agency will be liable to take appropriate disciplinary/ legal action against such persons, including their removal from site of work, when required by NHIDCL.
11. 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.
12. The staff deployed shall be required to report for work to the Competent Authority at NHIDCL daily.
13. The Agency shall depute a supervisor who would be responsible for supervision and 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.

14. The Agency shall immediately provide a substitute in the event of any person absenting for duty on any day, leaving the job or is removed. The delay by the agency in providing a 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.
15. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so deployed in the NHIDCL. **The persons deployed by the Agency in the NHIDCL shall not have any claims of Master and Servant relationship nor have any Principal and Agent relationship with or against the National Highways & Infrastructure Development Corporation Limited.** They shall in no case be entitled for claiming regularization/ employment in the National Highways & Infrastructure Development Corporation Limited, on the basis of having rendered services through the Contractor.
16. The Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The National Highways & Infrastructure Development Corporation Limited shall, in no way be responsible for settlement of such issues whatsoever.
17. 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.
18. The personnel deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, temporary regular/ confirmed employees of the National Highways & Infrastructure Development Corporation Limited during the currency or after expiry of the Contract.
19. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service providing agency shall not be entitled to and will have no claim or any absorption nor any relaxation for absorption in the regular/ otherwise capacity in the National Highways & Infrastructure Development Corporation Limited.

LEGAL

20. The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Service Tax, Provident Fund and Employees State Insurance etc., if applicable in respect of the persons deployed by it in/ or through National Highways & Infrastructure Development Corporation Limited.
21. 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.
22. 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.
23. The Tax Deducted at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provide to the agency by the National Highways & Infrastructure Development Corporation Limited.
24. 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.

FINANCIAL

The Technical bid should be accompanied with Earnest Money Deposit (EMD) of - Rs.50,000/- (Rupees Fifty Thousand only) and cost of bid documents i.e. Rs.1,000/- (Rupees One Thousand 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 out rightly. The Average Annual Turn Over of the company should not be less than rupees One Crore.

25. 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.**
26. 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 besides annulment of the contract and the agency become liable for blacklisting.
27. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Competent Authority, NHIDCL) and submit the same to the Managing Director, NHIDCL in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. However, NHIDCL shall not pay interest on any delay payment. The payment to the person deployed at NHIDCL should be made by the Agency 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 and the photocopies of disbursed cheque/ documents, along with proof of receipt thereof by the workers will be submitted by the agency to the National Highways & Infrastructure Development Corporation Limited before the end of each month. 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.
28. 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.
29. 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 Housekeeping and Security Services.

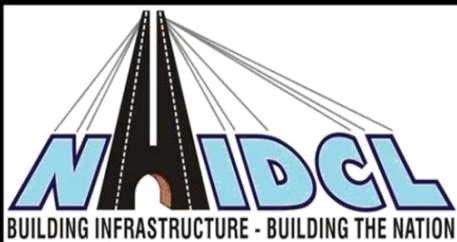
(Pradeep Chawla)

Dy. General Manager (HR)

National Highways & Infrastructure Development Corporation Limited

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. **Application – Technical Bid.**
2. **Attested copy of the Registration Certificate.**
3. **Attested copy of PAN/ GIR Card.**
4. **Attested copy of the Service Tax 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 of Technical Bid application.**
9. **Copy of the terms and conditions at page in 'Tender Notice' with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**



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

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

NHIDCL invites bids from reputed Agencies for providing Services of Housekeeping Staff and Security Guards for working in NHIDCL Headquarters at New Delhi

Last date of submission of Bids : 16.08.2016 (upto 03:00 PM)

For further details please visit - www.nhidcl.com

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

BUILDING INFRASTRUCTURE, BUILDING THE NATION