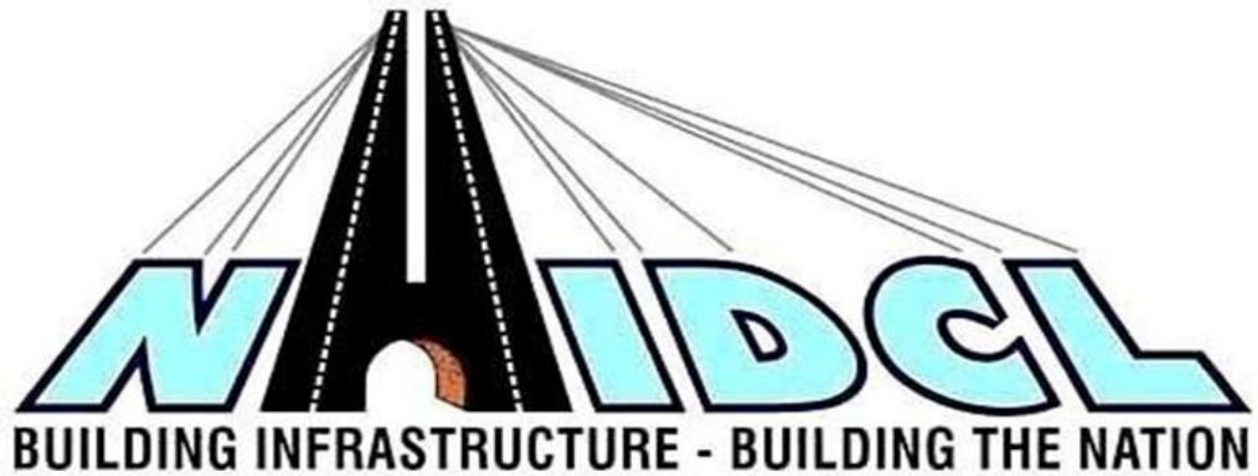




**National Highways & Infrastructure Development Corporation Ltd.
(Under Ministry of Road, Transport & Highways, Govt. of India)**

Name of Work: Providing services of Support Office Staff (such as Jr. Manager HR, Accountants, PA/Stenographers, IT Engineers, Consultant SAP, Legal Professional, LA Consultant, Office Assistants, Data Entry Operators, Multi-Tasking Staffs etc.) at NHIDCL in the State of Tripura.

TENDER

DOCUMENT

August – 2026

INDEX

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

R.O. Agartala, 3rd floor,
UD Bhawan, Shakuntala Road,
Agartala Tripura-799001

F.No. NHIDCL/ROAgt/ManAgency/2022-23/1(6)/

Date: 13.08.2026

NOTICE INVITING E-TENDER (NIT)

1. National Highways & Infrastructure Development Corporation Limited invites e-tenders through GeM Portal under **Two Bid System** i.e., Technical Bid and Financial Bid separately from reputed, experienced and financially sound Manpower Placement Companies/ Firms/ Agencies (henceforth called Agency) for providing services of Support Office Staff (**such as Jr. Manager HR, Accountants, PA/Stenographers, IT Engineers, Consultant SAP, Legal Professional, LA Consultant, Office Assistants, Data Entry Operators, Multi-Tasking Staffs etc.**) at NHIDCL in the State of Tripura.

Sl. No.	Name of work	Estimated Contract Value	Bid Documents Cost	EMD/Bid Security	Period of Contract
1	Providing services of Support Office Staff (such as Jr. Manager HR, Accountants, PA/Stenographers, IT Engineers, Consultant SAP, Legal Professional, LA Consultant, Office Assistants, Data Entry Operators, Multi-Tasking Staffs etc.) at NHIDCL in the State of Tripura.	Rs. 7,25,00,000/-	Rs.10,000/- + 18% GST	Rs. 14,50,000/-	02 Year

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

a.	Release of Tender on GEM portal and website of NHIDCL	13.08.2026
b.	Pre-Bid Conference	17.08.2026 at 1100 hours at NHIDCL, ED (P), Office, Agartala
c.	Clarification on the Pre-Bid Conference (to be posted on GeM Portal, if any)	Online
d.	Last date and time for submission of Bids online	12.09.2026 upto 1700 hours
e.	Date and time for opening of Technical Bids	12.09.2026 upto 1730 hours
f.	Date and time for opening of Financial Bids of the technically qualified bidders	To be notify later

3. The complete BID document can be viewed/downloaded from GeM portal www.gem.gov.in from 13.08.2026.

4. Bidder must submit its financial and technical bid at <https://gem.gov.in> on or before 12.09.2026 (up to 17.00 Hrs. IST). Bids received online shall be opened on 12.09.2026 (at 1730 hours IST).

5. Deleted

6. The contract shall be initially for a period of two years **from commencement of services**, 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.

7. The tenders are invited under two bid system i.e., Technical Bid and Financial Bid. **The technical bids** are to be submitted in **Online mode at GeM Portal.** The Technical Bid must be submitted the prescribed application format given under **Section-III** of this tender document
NB (i) Bids submitted online on GeM portal only.

(ii) MSME having valid registration certificates issued for providing similar services of manpower will be allowed exemption from EMD, etc. as per the Govt. policy, subject to submission of valid registration certificate with the Bid.

8. **The Financial Bid** for selection of Manpower Placement Agency for **providing services of Support Office Staff (such as Jr. Manager HR, Accountants, PA/Stenographers, IT Engineers, Consultant SAP, Legal Professional, LA Consultant, Office Assistants, Data Entry Operators, Multi-Tasking Staffs etc.) at NHIDCL in the state of Tripura submitted only through online process at GeM Portal.**

9. Interested Companies/ Firms/ Agencies may submit their bids online on GeM portal, complete in all respect, along with a proof of the Earnest Money Deposit (EMD) of Rs. 14,50,000/- lakh. The EMD in respect of the Agencies which do not qualify the Technical Bid (First Stage) shall be returned to them without any interest, upon receipt of a specific request from the concerned bidder. The Accounts details of Regional Office, Agartala for online payment as per Annexure-I for Bid Document Cost and EMD is mentioned below:

Particulars		Details
Name of Beneficiary		National Highways & Infrastructure Development Corporation Limited Establishment Account
Beneficiary Account No.	Bank	79901010002270
Beneficiary Branch	Bank	IFSC – CNRB0017990
Beneficiary Branch Name	Bank	Agartala-II Branch
Beneficiary Address	Bank	Canara Bank, Agartala-II Branch, Durga Bari Road, 1st floor above RMS office, Agartala, Tripura: 799001

10. The tender shall be governed by General Terms and Conditions given under **Section-I** of this tender document. 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. Any amendment/ addendum/ corrigendum shall be notified only on the GeM Portal.

The agency should quote its financial bid with due care, taking into account all the expenses likely to be incurred on providing manpower services as NHIDCL shall not entertain any separate bill for reimbursement in this regard.

Scope of work of the tender is given under **Section-V** of the tender document.

Technical eligibility requirement is given under **Section-II** of the tender document.

Technical bid shall be evaluated based on the methodology given under **Section-IV** of the tender document.

Most Important

- (i) The bidders should note that Technical and other information must be submitted in the Technical Application Format.
- (ii) After completing the application, all the documents mentioned should be placed in only one window at GeM Portal with the heading “**EXPERIENCE CRITERION**”.
- (iii) No other window such as Average Annual Turnover (AAT), Exp. Criterion and additional document should be created or document should not be placed in different windows. If the documents are spread over in different windows, the bid shall be treated as “**Invalid**”.

Executive Director (P)

SECTION –I

GENERAL TERMS AND CONDITIONS OF THE TENDER

1. In case of breach of any of the terms and conditions attached to this contract, the EMD/ 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.
2. Conditional bids shall **not** be considered and will be summarily rejected in the very first instance.
3. A Pre-Bid conference would be held as per schedule in the office of the NHIDCL on 3rd floor, UD Bhawan, Shakuntala Agartala. 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 GeM portal. No queries shall be entertained after the pre-bid date.
4. 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.
5. **Technical Bid must be Indexed and page numbered.**
6. **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.**
7. **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.**
8. 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 not be less than 3.85% as per the Ministry of Finance, Department of Expenditure Procurement of Policy Division OM no.F.6/1/2023-PPD dated 06.01.2023 and it also include all liabilities of the agency towards the deputed staff for any other personal exigencies, including maternity benefits etc.
9. The Validity of the bid shall remain in force for 120 days from the day of opening of Financial Bids.
10. The contract will be initially for a period of Two years from commencement of services, 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.
11. 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.

12. 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 Support Office Staff (such as Jr. Manager HR, Accountants, PA/Stenographers, IT Engineers, Consultant SAP, Legal Professional, LA Consultant, Office Assistants, Data Entry Operators, Multi-Tasking Staffs etc) at NHIDCL in the State of Tripura**, out of which NHIDCL would reserve the right to select or return the same.

13. 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.

14. 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.

15. National Highways & Infrastructure Development Corporation Limited may ask for documentary evidence in respect of payment of statutory liabilities as and when required.

16. Service provider will pay the remuneration fixed by NHIDCL to the deployed Support Office Staff personnel through RTGS/NEFT in their respective Bank accounts under intimation to NHIDCL on or before 7th of the succeeding month, without having any reference to the payment of preceding month. Failure to pay salary along with Copy of salary slip (in standard format), Copy of ESIC/EPF challan on or before 7th of the succeeding month will attract penalty @0.5% of service/administrative charge, for each day of delay subject to a maximum of 10% penalty.

17. 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.

18. 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. Further, Every Outsourced Staff shall be **entitled to 6 days annual Medical leave**.

19. The outsourced staff shall be required to render services under the supervision of NHIDCL Officers.

20. Agency should arrange to issue a laminated ID Card, Insurance 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

21. 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.

22. 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:

23. 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 ED (P) only.
- g. The agency while deploying manpower for requisite services shall clearly mention in the deployment letter that the performance of the person shall be reviewed periodically and he/she is liable to be withdrawn from deployment, if performance is not found satisfactory.
- h. The deployment of the manpower shall not exceed, in any case, beyond the final date of the service contract and all manpower deployment shall therefore, be co-terminus with the service contract awarded to the agency by NHIDCL. However, deployment of manpower can be terminated at any point of time before expiry of service contract, for the reasons of misconduct, unsatisfactory performance, project requirements etc.

24. NHIDCL provides equal opportunity to women for work. All outsourced support staff shall show gender sensitizing.

25. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.

26. 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.

27. 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.**

28. 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 and in respect of personnel deployed after commencement of service contract as and when a person is deployed.

- 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).

29. The agency shall be required to submit to NHIDCL for review and approval the biodata of the personnel, along with attested copies of the certificates of qualification of personnel assigned to carry out the services. The agency shall submit the above details within 7 days of the requirements raised by NHIDCL and the shortlisted candidates shall be called for interaction/Trade Test before engagement. The selected candidates would be required to join their duties in NHIDCL within 15 days from the date of issue letter by agency. Failure to abide aforesaid time period liquidated damage/s (LD) will be imposed as penalty at the rate of 0.5% (percent) of total work award for each week of delay subject to maximum of 10 percent of penalty. The original testimonials of the candidates should be available with the agency for verification at the time of interview. If the empaneled agency is unable to provide suitable bio-data of the candidates after the requisitions made to them on two occasions during the agreement period, the agreement is liable to be terminated. Likewise, in case the shortlisted candidates fail to join on three consecutive occasions, NHIDCL shall be at liberty to terminate the agreement.

30. 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 and/or to take appropriate disciplinary/legal action against such persons including their removal from the site of work, when asked by NHIDCL.

31. 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, habitual absence, not being punctual and regular in attendance, etc. on the instructions of the NHIDCL.

32. 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 or any other notified mode 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.

33. 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. The co-coordinator shall:

- a. Co-ordinate with the NHIDCL on daily basis.
- b. Prepare the monthly attendance sheet as per the attendance register and get it certified by EIC or his authorized representative.
- c. Arrange filing of half yearly return of ESIC, if so required.
- d. Arrange filing of annual return of PF, if so required.
- e. Arrange medical attention to staff on hurt on duty in consultation with NHIDCL or his authorized representative.
- f. Shall handle cases of casualty.
- g. Medical fitness of staff as and when required.
- h. Resolving staff problem at site.
- i. Maintaining of all the labour laws registers, formats etc. in up-to-date condition.
- j. Other matters like joining formalities, issuance of appointment letters, identity cards, pay slips, issue of service certificates, etc. shall be handled by the agency.
- k. The agency shall provide Form 16 to all the persons deployed by it and also provide a copy to NHIDCL at the end of the financial year.

34. The Agency shall immediately provide a substitute in the event of any person absents from duty on any day, leaving the job or is removed. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ 2 times the pro-rata remuneration per day per personnel on the service-providing agency.

35. 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.

36. 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/ promotion/ upgradation etc. in the National Highways & Infrastructure Development Corporation Limited, on the basis of having rendered services through the Contractor / agency. The agency will be solely responsible to defend any litigation in this regard, if raised by any of the outsourced staff in any forum/court of law.

37. 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.

38. 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.

39. 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.

40. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service providing agency shall neither be entitled to nor will have any claim for continuation or any absorption or 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

41. The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, GST, Provident Fund, Maternity/Paternity 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 and Paternity 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.

42. Medical Insurance @ Rs.5 Lakh for those deployed at NHIDCL as well as Personal Accidental Insurance @ Rs.10 Lakh for those deployed in field offices is to be taken by the outsourcing agency and the annual premium would be reimbursed by NHIDCL to the outsourcing agency.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. All the rights and liabilities of the parties shall accrue from the date of award of letter of award.

49. In the event of any dispute arising after award of work/the execution of the Contract Agreement, the parties hereby agree to resolve the issues 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 appointed by the Managing Director, NHIDCL. It is also agreed that the seat of Arbitration shall be at West Tripura, Agartala. 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.

50. The Courts at District Court of West Tripura, Agartala shall have the exclusive jurisdiction to try and entertain the suit/petition over the matter.

FINANCIAL

51. The successful agency will execute a Performance Security of 3% of the awarded value in the form of e-BG as per Annexure-I from any Indian Scheduled/ Nationalized Bank. The Performance Guarantee should remain valid for a period of 60 days beyond the completion of the period of contract. After submission & acceptance of e-BG, EMD of successful agency will be released.

52. In case the selected agency do not deposit performance security with the prescribed time in the LOA and fail to undertake the work upon award of 'Letter of Award'(LOA) within a period of 15 days, the agency would be liable to be blacklisted and debarred from future tendering in NHIDCL, in addition to forfeiting the EMD/ Performance Guarantee.

53. 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.

54. 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 Executive Director (P) NHIDCL, RO Agartala 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.

55. The amount of liquidated damages calculated @ 0.5% of 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.

56. 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.

57. 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.

58. All statutory payments such as ESI, EPF, Maternity/Paternity Leave Pay, etc. are not to be included in their quote by the bidders, only the administrative/service charges to be charged by the service provider and GST is to be quoted in financial bid.

59. 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.

60. 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.

SECTION-II

TECHNICAL ELIGIBILITY REQUIREMENT OF THE AGENCY PROVIDING SERVICES OF SUPPORT OFFICE STAFF AT NHIDCL

The tendering Agency should meet the following technical yardsticks and furnish self-attested copies of documents in evidence of compliance else the bid will be treated as technically non-responsive: -

1. Should have a fully functional office in Agartala Municipal Area, Agartala. NHIDCL is at liberty to visit the said office at its discretion to see the functionality aspects.
2. The Agency should be registered with the appropriate registration authority.
3. The agency should be registered for GST, EPF, ESIC, PAN. Copies of the requisite certificates should be submitted.
4. Certificate from CA (having the CA's UDIN No) of Average Annual Turnover of the company for providing manpower services for the last 3 financial years (2023-24, 2024-25 & 2025-26) and this average annual turnover should not be less than Rs (7,25,00,000/-).
5. The Agency should have successfully completed at least one work of similar nature valued not less than 80% of the tender cost or two works not less than 60 % of the tender cost each or three works not less than 40% of the tender cost each, during the last 7 (seven) years for providing services of skilled/highly skilled manpower to reputed Public Sector Companies and/ or Government Department etc. during the last seven years ending 31.03.2026, proof of which should be enclosed with the Technical Bid. MSEs are exempted from this condition.
6. The agency should submit an insolvency certificate for an amount of 40% of the tender cost from its banker. The certificate should be issued after the bid notification issue date.
7. Declaration to the effect that the bidder has not been blacklisted/debarred from participating in any tender of any Ministry/Deptt/PSU of the Government of India in the last three years. The certificate should be issued after the bid notification issue date.
8. A Certificate to the effect that the bidder agency is "Not under Liquidation" or court proceedings for liquidation are not initiated against it, should be submitted. The certificate should be issued after the bid notification issue date.
9. The bidder should not have been suspended/ debarred by the GeM during a period of one year i.e., from 01.06.2025 onwards. An affidavit on a stamp paper of Rs 10/- should be submitted by the bidder to this effect. The certificate should be issued after the bid notification issue date.
10. Must submit the proof of deposit of PF/ ESIC for the period from 01.04.2025 to 31.03.2026.
11. Should have excellent performance record of providing similar services to Govt Deptt/ PSUs as may be established by performance certificate issued by Government departments/ PSUs. The value of such a certificate must be mentioned by the issuing authority and should not be less than Rs (40% of the estimated bid value).

NB: In case of furnishing false information, the bid shall be treated "**Invalid**" and shall not be considered for evaluation.

SECTION –III

APPLICATION- TECHNICAL BID

For selection of Agency for providing services of Support Office Staff (such as Jr. Manager HR, Accountants, PA/Stenographers, IT Engineers, Consultant SAP, Legal Professional, LA Consultants, Office Assistants, Data Entry Operators, Multi-Tasking Staffs etc) at NHIDCL Agartala.

Sl. No	Particulars	Details to be filled by the Agency	Document/Certificate Page No.
1.	Name of the Tendering Company/ Firm/ Agency – attach certificate of registration	YES/NO	
2.	Name of Proprietor/Director of Tendering Company/ Firm/ Agency	YES/NO	
3.	Proof of Corporate Office/Head Office/ Registered office/business address of the Agency at Agartala	YES/NO	
4.	Telephone/Mobile number, Fax numbers, Email	YES/NO	
5.	Name of Contact Person with Mobile No. & Email ID	YES/NO	
6.	Year of Incorporation/Constitution of the Firm/Agency - attach certificate of Incorporation	YES/NO	
7.	Whether registered with Registrar of Companies, Registration No., Date of Registration (Attach copy of Registration Certificate)	YES/NO	
8.	Income Tax - PAN No. (Attach attested copy of PAN & indicate pg no.)	YES/NO	
9.	GST No. (Attach attested copy of GST No. & indicate pg no.))	YES/NO	
10.	Whether the agency has successfully executed at least 01 (one) similar work costing not less than Rs. (80% of the bid value) or 02 (Two) similar works costing not less than Rs. (60% of the bid value) each or 03 (Three) similar works costing not less than Rs. (40% of the bid value) each during the last 7 years ending 31.03.2026 in Govt. Orgns/PSUs/other Govt. bodies. (Documentary proof to be enclosed)	YES/NO	
11.	Details of average annual turnover towards supply of manpower services during the last three financial years i.e. 2023-24/2024-25/2025-26. N.B. The Turnover Certificate should be issued by a Chartered Accountant along with UDIN No. A certificate without UDIN No. shall be treated invalid.	YES/NO Turnover for :- FY 2023-24 Rs FY 2024-25 Rs FY 2025-26 Rs	
12.	Bank details of the agency in Annexure-I to the Tender	YES/ NO	

13. Client profile for similar services in Govt departments/PSUs. Please provide details of 10 best clients in the format given. No document except these 10 shall be considered. Hence, bidders are advised in their own interest not provide any extra documents, otherwise bid shall be treated as invalid.

S. No.	Details of Client along with telephone number and email	Description of work	Contract Number and Date	Value of Contract	Stipulated date of completion of work order	Actual date of completion	Page number

14. Copy of client satisfaction for completion of works of similar nature valued not less than Rs. (40% of the bid value) each, during the last 7 (seven) years ending 31.03.2026 to Govt Dept/PSUs/ organizations. Please provide on 05 best performance certificates.

S. No.	Details of Client along with telephone number and email	Contract Number and Date	Value of Contract	Stipulated date of completion	Actual date of completion	Date of Performance Certificate with value and Grading.	Please indicate whether Excellent/Outstanding, Very Good, Good, Satisfactory	Page Number

N.B. - Latest Performance Certificate in respect of ongoing service contracts may also be considered provided that the value of such completed period of contract is more than Rs. (40% of the bid value).

DECLARATION

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.

I have carefully read and understood all the terms and conditions of the tender, including corrigendum issued and undertake to abide by them.

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.

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.

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:

SECTION-IV

EVALUATION OF BID

The responsive bids will be evaluated on the methodology of “**Least Cost Selection**”. Those who score 50 or more out of 100 marks shall be eligible for opening of financial bids. However, MSE & Start-ups firm shall be awarded qualifying marks in view of the fact that MSE/ Start-ups are exempted from Exp. and Annual Turnover criteria as per Govt of India policy/ However, it should be ensured that they have submitted valid MSE certificate. Moreover, they have valid certificate asked vide Sl. 06 to 10 of Section-II (Technical Eligibility). If such valid certificate is not provided, the Competent Authority in RO may take a view about validity of bid of such bidders.

Sl. No	Parameters	Marks Allotted
1.	Number of Govt. clients/ PSUs being served/ served during last five years up to 31.03.2026. Work order value of each client should not be less than Rs. (40% of the bid value)	2 marks for each client (up to 31.03.2026) subject to a maximum of 20 marks.
2.	Proof of deposit of PF/ ESIC for a period from 01.04.2025 to 31.03.2026.	Two marks each for each month of deposit. Maximum marks: 20 marks
3.	Monitory value of Contracts. Average of THREE best contracts will be considered, during last 7 years till 31.03.2026.	5 marks for average contract value of Rs.80 Lacs and up to Rs.2 crores, 10 marks for average contract value of Rs.2 crores and up to Rs.5 crores, 15 marks for average contract value of Rs.5 crores and up to Rs.08 crores, 20 marks for average contract value of Rs.8 crores and above. Maximum 20 marks.
4.	Level of Client Satisfaction for completion of works of similar nature (providing Support Office Staff personnel, similar manpower services) valued not less than Rs. (40% of the estimated bid value), during the last 7 (seven) years ending 31.03.2026). (Please give details in the prescribed format in the Technical Evaluation Form) Maximum FOUR best works would be considered for evaluation. NB: (i) Only such performance certificates shall be considered in which the value of the contract is mentioned, in addition to level of performance.	Based on grading in the client certificate, 5 marks for each Excellent/ Outstanding grading, 4 marks for each Very Good grading, 3 marks for each Good grading, 2 marks for each Satisfactory grading,

	(ii) A single certificate from a client whether certifying single or multiple work contracts shall be treated as a single certificate. (iii) Manpower contract of Housekeeping, security or supply of labour shall not be considered.	subject to Maximum 20 Marks.
5.	Sound Financial Standing of the tendering firm in terms of Average Annual Turnover for providing similar Support Staff Manpower Services, during the last three years i.e., 2023-24, 2024-25 and 2025-26 (relevant certificate from CA with UDIN no. to be closed).	5 marks for Average Annual Turnover from Rs.2 crore and up to Rs.10 crore, 8 marks for Average Annual Turnover more than Rs.10 crore and up to Rs.20 crore, 11 marks for Average Annual Turnover more than Rs.20 crore and up to Rs.30 crore, 14 marks for Average Annual Turnover more than Rs.30 crore and up to Rs.40 crore, 17 marks for Average Annual Turnover more than Rs.40 crore and up to Rs.50 crore, and 20 marks for Average Annual Turnover more than Rs.50 crore Maximum 20 marks.

- a. All the Technical bids shall be evaluated as per above criterion and shall be ranked in order of merit.
- b. Final selection shall be based on the Least Cost Selection (LCS) i.e. L-1 service charge quoted by the bidders.
- c. If there is a tie in L-1 score i.e. if the L-1 service charge rate is same in respect of more than one bidder, the contract shall be awarded to the bidder based upon highest score obtained by them.
- d. In case two or more bidders have the same technical score, then the bidder with the higher average annual turnover will be considered L-1.

SECTION-V

SCHEDULE OF REQUIREMENT / SCOPE OF WORK

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.

Sl. No.	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.
1.	Accountant	03	32,000/-	-	B. Com, Preference shall be given to candidate having M. Com/Inter CA or ICWA	
2.	Jr. Manager (HR)	01	45,000/-	3 Yrs	Degree from a recognized University, knowledge of computer applications, experience in Administration and Establishment related work.	
3.	IT Engineer	8	45,000/-	3 Yrs	B.Tech (CSE) from recognized university/institution. Preference shall be given to those having experience on Govt. projects	
4.	Consultant (SAP)/Expert		45,000/-	3 Yrs	Graduate with 3 years of experience of SAP	
5.	Young Legal Professional	2	42,000/-	2 Yrs	Law Graduates with minimum 50% or CGPA 5.5 from National Law University/ National Law Schools/ any	

	Legal Professional		66,000/-	4 Yrs	recognized University established or incorporated by or under a Central Act or a State Act or any other institution for higher education deemed to be a university by the Central Government/ State Government of minimum “AAA” NAAC Rating in India”.	
6.	Office Assistant	20	32,000/-	2 years experience in the relevant field	Graduate with typing speed of 30 w.p.m in English/Hindi.	
7.	Data Entry Operator		28,000/-	1 year experience in the relevant field	10+2 Pass and possessing typing speed of 30 w.p.m in English/Hindi.	
8.	PA/Stenographer (English / Hindi)		35,000/-	-	Graduate + proficiency in Stenography @ 100 w.p.m. or above in English/Hindi plus typing speed of 45 wpm or above in English/Hindi.	
9.	Multi-Tasking Staff	15	23,000/-	-	10 th Pass and having good etiquettes/manners, basic knowledge of computer and typing shall be desirable	
10.	LA Consultant	01	50,000/-	-	Retired State Civil Service Officer/Retired Revenue Officer (Govt. Kanungo)/ Retired Surveyor/Admin/Lekhpal.	

11.	Housekeeping	25	16,680	-	The remuneration of the Housekeeping Manpower & Security guard includes Basic, VDA etc. as applicable (as per order no. File No.1/6(5)/2025-LS-II dated 30.03.2026 & No.1/6(5)/2025-LS-II dated 30.03.2026 by Ministry of Labour & Employment, Govt. of India. Any subsequent changes in the rate by the Govt. for minimum wages, VDA or any other components, the same may be paid on pro rata basis, on production of relevant documents / circular.
12.	Security guard		23,430	-	

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

NB:

i. The above remuneration is the minimum to be paid and exclusive of GST as well as service charge/commission of the agency. The bidder should therefore, give their quotes by including all statutory taxes as well as service/commission charges.

ii. However, statutory payments such as ESI, EPF, Maternity/Paternity leave etc. are not to be included in the quote by the bidder.

iii. On the above positions, some of the outsourced staff are already working (51 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.

iv. The qualification/experience and remuneration in respect of the above posts are common to Regional Offices/PMUs/SOs.

v. Rs. 1,000/- PM is payable as communication allowance to all the persons deployed on outsource.

vi. Hardship Allowance: In addition to the above remuneration, persons deployed on outsource basis shall be paid 10% fixed on initial remuneration. Further, they shall also be paid a hike 5% of on initial remuneration (with a minimum of Rs. 3,500/-).

vii. The above remuneration is inclusive of all statutory payments like ESIC, employer's contribution towards PF, etc.

viii. All payments to the outsourced staff, including remuneration, claims of TA/DA, etc. shall be made by the outsourcing agency.

ix. Requirement of staff on outsource basis at NHIDCL, RO/PMUs/SOs is purely need based, hence, deployment will be considered and approved by the Competent Authority according to need.

Subject: Mandatory E-BG, EMD and Tender fee Deposit**E-Bank Guarantee**

An Electronic Bank Guarantee (e-BG) eliminates the physical documentation usually associated with issuance of BG. It reduces the turn-around time of the BG. The digital steps in an e-BG includes BG application, preview and confirm, paperless e- stamping, e-signing, hosting of the final electronic BG on the NeSL portal and intimation of final BG to the beneficiary (e.g NHIDCL). The beneficiary can view the final digital BG on the NeSL portal immediately on issuance. Such an e-BG eliminates the need for a separate authentication from the BG issuing Bank. At present seven banks are issuing E-BG i.e., State bank of India, Canara Bank, Indian Overseas Bank, HDFC Bank, ICICI Bank, Axis Bank and Yes Bank and more may start soon. The Ministry of Road Transport and Highways has prescribed acceptance of E-BGs vide their OM No. NH-35014/20/2020-H dated 12th August 2022.

2. Deleted.

3. In view of above, the Competent Authority has decided that from first April 2023 only E-BG shall be accepted. No BG shall be accepted in the physical form. The format of the BG will remain the same as prescribed in the RFP documents.

4. Entity ID of NHIDCL is **NCTGC2508P**, which may be quoted for getting e- BG.

5. For any further details, the bidders/contractors may visit the website of National E Governance Services Limited at <https://nesl.co.in/e-bg/>

6. For E-BGs, the IFSC code and name of the bank should be continued to be Canara Bank, as given below:

Particulars	Details
Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited Establishment Account
Beneficiary Bank Account No.	79901010002270
Beneficiary Bank Branch	IFSC – CNRB0017990
Beneficiary Bank Branch Name	Agartala-II Branch
Beneficiary Bank Address	Canara Bank, Agartala-II Branch, Durga Bari Road, 1st floor above RMS office, Agartala, Tripura: 799001

Bid Security and Tender fee

7. The bidders will continue to have facility to deposit the bid Security/tender fee into the above mentioned bank account of the NHIDCL through NEFT/TRGS/IMPS/Transfer.

DETAILS OF BANK ACCOUNT

(RTGS/NEFT facility for receiving payments)

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

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

(Signature (s) of account holder (s))

Name (s) of Account holder (s)

SIGNATURE OF BIDDER/ Authorized representative

FORM OF E-BANK GUARANTEE FOR PERFORMANCE SECURITY

To
Executive Director (P)
Regional Office-Agartala
National Highways & Infrastructure Development Corporation Limited.
(Ministry of Road Transports & Highways, Government of India)
Regional Office, 3rd floor, UD Bhawan, Near Ravindra Bhawan, Shakuntala, Agartala,
Tripura
Email: edp-agartala@nhidcl.com

WHEREAS..... (name and address of contractor) hereinafter called “the contractor” has undertaken, in pursuance of Letter of Acceptance No. Dated..... to execute..... (name of Contract and brief description of Works) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (amount of guarantee) (Rupees..... (in words)), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of..... (Amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto the date of expiry of the project completion period.

This guarantee shall also be operatable at our branch at Agartala, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below:-

Particulars		Details
Name of Beneficiary		National Highways & Infrastructure Development Corporation Limited Establishment Account
Beneficiary Account No.	Bank	79901010002270
Beneficiary Branch	Bank	IFSC – CNRB0017990
Beneficiary Branch Name	Bank	Agartala-II Branch
Beneficiary Address	Bank	Canara Bank, Agartala-II Branch, Durga Bari Road, 1st floor above RMS office, Agartala, Tripura: 799001

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

Name of the Issuing Bank/ BranchName of the Controlling Branch/Bank....

Address & Telephone Number.....Address & Telephone Number.....

Date.....

In the presence of (if this is to be witnessed as per bank's policy)

1.....
(Name, Address & Occupation)

2.....
(Name, Address & Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

AGREEMENT FORMAT

This CONTRACT AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the _____ month of 2026 at _____.

BETWEEN

The President of India represented by Executive Director (P) on behalf of its Managing Director, National Highways & Infrastructure Development Corporation Limited, a company incorporated under the Companies Act, 2013 and having its Corporate Office at 1st & 2nd Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi – 110029, and having its Regional Office at 3rd Floor, UD Bhawan, Shakuntala Road, Agartala, West Tripura, Tripura-799001 (hereafter referred to as the “**EMPLOYER**”) which expression shall, unless repugnant to the context or meaning thereof include their respective successors, executors, legal representative and permitted assignees, of the **FIRST PART**;

AND

..... means the selected bidder having its registered office at (hereinafter referred to as the “**Contractor**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART**.

WHEREAS:

(A) The Government of India had entrusted to the Employer “**the work of Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL in the State of Tripura**”.

(B) The Employer had resolved to “**the work of Selection of Manpower Placement Agency for providing services of Un-skilled, semi-skilled and skilled manpower on monthly basis for NHIDCL in the State of Tripura**” in accordance with the terms and conditions to be set forth in an agreement to be entered into.

(C) The Employer accordingly invited the proposals (the "Request for Proposals" or "RFP") from the eligible bidders as per the technical and financial terms and conditions prescribed in the RFP for undertaking the work.

(D) After evaluation of the bids received, the Employer had accepted the bid of the selected bidder and issued its Letter of Acceptance No. dated (hereinafter called the “**LOA**”) to the selected bidder for at the contract price of Rs. which is exclusive of GST specified hereinafter, requiring the selected bidder to inter alia:

- (i) To give his consent to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of LOA;
- (ii) Submit Performance Security and Additional Performance Security (if any) as per RFP requirements, and
- (iii) Execute this Agreement within 30 (thirty) days of the date of issue of LOA.

NOW THIS AGREEMENT **WITNESSETH** as follows:

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. The Contract Agreement,
 - b. Letter of Acceptance,
 - c. Contractor's Bid,
 - d. Conditions of Contract including Terms & Conditions
 - e. Technical Specifications,
 - f. Scope of Work
 - g. Bill of Quantities/Quoted Rate
 - h. Any other document listed in the Contract Data.
3. The forgoing documents shall be constructed as complementary and mutually explanatory one with another, should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular applications be listed above.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein conformity in all respect with the provisions of the contract.
5. The employer hereby covenants to pay the contractor in consideration of the completion of the services therein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year first before written, signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor in the presence of:

Binding Signature of the Employer:

Executive Director, NHIDCL RO-Agartala.

Binding Signature of the Contractor:

For and on behalf of

In the Presence of		In the Presence of	
1.	Name:	1.	Name:
	Address:		Address:
2.	Name:	2.	Name:
	Address:		Address:

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of NHIDCL.

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of 20.....

BETWEEN

Managing Director represented through Executive Director

.....

(Name of Division)

NHIDCL....., (Hereinafter referred as the

(Address of Division)

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through.....(Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....)

(Hereinafter referred to as” Tender/Bid”)

and intends to award, under laid down organizational procedure, contract for.....

(Name of work)

hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise

for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c. The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender

on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. **Forfeiture** of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive

suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, NHIDCL.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

WITNESSES:

.....

(Signature, name and address)

.....

(Signature, name and address)

Place:

Dated:

(Terms and conditions for deployment of Outsource Manpower)

Ref No:.....

Date:.....

To

Mr/Ms. _____

Dear Mr/Ms.

Sub: Fixed Term Deployment Letter

In response to your application for the position in our organization, we are glad to offer you an appointment in our organization (Name of the Manpower agency), in the capacity of (Name of the post deployed for) for a fixed period of employment (Contract).

The terms of your employment shall be valid for the period from-----to----- (not beyond The contract period of the manpower agency). Not with standing this, in the event of the project/work/deputation for which you are being employed terminates before the aforementioned period, this contract shall be co-terminus with the project/work. Your service shall be ceased automatically at the end of the closing of working hours of-----, unless extended and communicated to you in writing. You will be working with us on the following terms and conditions:

1. Your total monthly Gross Salary would be Rs. ------(Rupees: -----) all inclusive.
2. Deduction of Income Tax, Professional Tax, Provident Fund, ESIC & other statutory deductions shall be made as per applicable provisions.
3. You will be required to render service with our Client **National Highways & Infrastructure Development Corporation Ltd. (NHIDCL)** (here in after referred to as Client) as per the requirement at their project sites in India.
4. Your place of posting will be (Name of RO/PMU)
5. The organization reserves the right to vary the terms of your engagement for the Fixed Term period project after giving you notice as may be and if required under existing rules or law.
6. The organization has the right to transfer you to any of its branches existing at present or Office or branches likely to open in future anywhere in India, in the interest of the organization's business. You shall be governed by the conditions of service or rules and regulations that may be prevailing in the place to which you may be transferred.

7. You are required to report and be present at the designated location during the working hours required and abide by the rules and regulations as required by the Client. You shall observe the timings as intimated to you by the client, where you are deputed, from time to time. You have to be regular in attendance. However, you may have to attend to your duties as and when required in shifts, on holidays or Sundays in accordance with the exigencies, for which no extra payment will be made. You will have to work for such extra time as may be necessary to fulfill your obligations. You are not expected to remain in the office premises after completion of your assigned work unless approved by the client. The organization/client are authorized to remove you from the premises, if the client considers it undesirable or being not in the interest of the organization and or its employee's and workmen.

8. You will be required to report for work to the Competent Authority in deployed office daily and would not leave the office during the duty time. Attendance shall be monitored by the Aadhar Enabled Biometric Attendance system and you shall be required to follow deployed office timings. In case, you are absent on a particular day or comes late/leaves early on three occasions, one-day pro-rata remuneration shall be deducted or any other action as deemed fit may be taken.

9. You may be required to travel for official duties outside your place of work (project site) and may be entitled to payment of travel and travel related costs as per the norms set up by the Client.

10. You will be responsible for maintaining the secrecy and confidentiality and not divulge/disclose to anyone the information obtained by you during the course of executing your fixed term period.

11. You shall disclose to the organization any act of bad faith committed by a fellow colleague or any such act or omission which comes to your knowledge and which you consider to be detrimental to the interest of your organization's/Clients business.

12. You will make your own arrangements for accommodation, local transport, etc. and you will not be eligible for any additional reimbursement in this regard.

13. Your services can be terminated without notice and inquiry, under the following conditions:-

- a. In case your performance is found to be unsatisfactory, or you are found violating any disciplinary norms of the organization or our client.
- b. You remain absent from duty without proper approval from Client Manager.
- c. In case the Client project/process/Line of business/Business Unit/Business Activity comes to an end.
- d. In the event of rejection by the Client, dishonesty, disobedience, absence from duty without permission or any other act considered detrimental to the interest of the organization/client, or violation of one or more terms of this appointment for fixed term period.
- e. Any activity leading to formation of groups which the organization may feel that such groups may hamper the work, peace and general client relationship.

- f. Any activity resulting in loss of work at our organization or its client premises or purposive delay of work, at an individual capacity or in conjunction with other colleagues, will be treated as an in disciplinary act and may result in termination of your service without notice or inquiry, with immediate effect.
- g. In case any information/particulars provided to our organization or its client during and after your appointment for fixed term engagement project is false and misleading.
- h. In case of any Criminal Record or Criminal Proceedings initiated against you.

14. You shall observe the standards of cleanliness, decorum, safety, health and general discipline laid down by the organization or client. You will follow the applicable safety rules of our client and be responsible for the security and protection of our client's materials and equipment from loss or damage.

15. You will comply with our clients' rules and regulation including any subsequent changes or instruct whenever applicable as may be issued from time to time concerning health, safety and welfare.

16. In case, you commit any act of Omission/Commission which amounts to misconduct/indiscipline/incompetence, you will be liable to take appropriate disciplinary /legal action against such persons, including their removal from site of work, if required by NHIDCL.

17. You agree to defend, indemnify and hold (Name of the agency) or the Client harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to satisfy any of your obligations under this work assignment letter or for misconduct or for violation of any law or creation of any legal liability by you.

18. Any dispute between you and (Name of the agency) shall be referred to a sole arbitrator appointed by Agency. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at (place of deployment) India. This Engagement Letter shall be governed by the laws of India

19. You shall not perform any service for the organization while under the influence of alcohol or any unprescribed controlled substance. The possession of alcohol unprescribed controlled substance, drug or paraphernalia, firearms, explosives, weapons and other hazardous substance or articles are prohibited on the organization's / client's premises. In case you are found in possession of any of the above-mentioned substances, you will be liable to be dismissed with immediate effect, without any notice and legal action may be taken.

20. You are expected to remain with the Client for full period of engagement of work assignment mentioned above. By signing this agreement/engagement letter of work assignment, you acknowledge that breach of any one or more of the clause/points of this agreement/letter will result in **irreparable** harm to Client and to our organization for which damages would be an inadequate remedy. Therefore, in the event of such breach, and in addition to its right and remedies otherwise available at law, Client and our organization shall be entitled to equitable relief.

21. Any damage caused by you at client's place or organization intentionally/ unintentionally resulting in damage / loss of property or equipment or any tangible / intangible items / assets etc. will be dealt severally and you will be liable for damage or loss.
22. Your nature of relationship with (Name of the agency) will be that of contract of service for a fixed period. By executing this letter neither do we offer you employment with (Name of the agency) nor you will not claim for any form of employment with our client or us (Name of the agency) directly/indirectly or through any legal/illegal source.
23. In the event of you're not being able to perform your assignment due to a disability or any other reason; you will be required to return to our organization, at the discretion of the management.
24. Except for expiry of the Work Assignment due to completion/expiry of the same or in respect of a Work Assignment of one week or a lesser period of time, either party may terminate this Work Assignment Letter by issuing 30 days notice in writing or payment thereof. In case, you terminate the work assignment the organization may refuse to accept your termination till your charges are properly handed over and a clearance certificate is obtained from the client. Settlement of your dues would be subject to clearance (No Dues Certificate) from the Client Manager.
25. On or before joining you must furnish the followings:
- a. Bio-data of the person
 - b. Attested copy of the Certificates and documents showing age, educational Qualifications and experience,
 - c. Character certificate from two Group—A/Class-I officers of the Central/State Government,
 - d. Certificate of verification of antecedents of persons by local police authority,
 - e. Identity Cards bearing photograph,
 - f. "Aadhar" number of the persons deployed,
 - g. Medical Fitness certificate from registered Medical Practitioner.
26. It is hereby clarified that if you fail to submit the ESIC, PF, etc nomination forms together with any other document as required under the applicable labour legislations, (Name of the agency) shall not incur any liability with regards to any Claims under the said applicable labour legislations.
27. Details of your salary breakup will be as per the Annexure attached herein. You here by authorize (Name of the agency) to make all salary payments required to be made to you by (Name of the agency) including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.
28. In case you decide to leave the organization, you have to give one month's notice in writing to the organization. Period of notice will be reckoned from the date of acceptance of resignation letter in writing.
29. If the performance not found suitable then the performance will be viewed daily for period of three months, if your services are not found suitable then service will be terminated with immediate effect further without any notice period.

In case, the above terms and conditions are acceptable to you, please sign at appropriate place on a copy of the this offer of fixed term period engagement, in token of you having understood, accepted and agreed to the same. In case we do not receive your acknowledgement copy within a period of 15days from the date of joining, your assignment at (Name of the agency), with the acceptance of your first salary from (Name of the agency) will be conclusive proof of your acceptance in accordance of terms and conditions.

We wish you the very best in your assignment with us.

Yours sincerely,

(Name of the agency).

(Authorized Signatory) Encl: As above

I confirm my appointment on the above terms and conditions, which have been read and understood by me / have been explained to me in language known to me and I agree to abide by all the above terms and conditions.

Signature_____ Date _____