

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

Name of Work: Providing Un-Skilled, Semi -Skilled and Skilled Manpower Services on monthly basis for NHIDCL in the State of Mizoram.

**TENDER
DOCUMENT**

December 2022

CONTENTS OF BIDDING DOCUMENT

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SECTION - 1

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

(Ministry of Road, Transport & Highways, Government of India)

RO-Aizawl 3rd floor, T-86, Tuikhuahtlang, Aizawl, Mizoram-796001

NHIDCL/RO-Aizawl/Manpower agency/2022-23

Date: 01.12.2022

NOTICE INVITING TENDER THROUGH

1. Sealed tenders are invited under Two Cover System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies/Firms/Agencies for providing of Junior Manager (HR), Young legal Professional, SAP Consultant, Accountant, LA Consultant, Liaison Officer, Steno, PA, Office Assistant, Data Entry Operator, Multi-Tasking Staff, Guard & House Keeping etc. (Unskilled, semi-skilled and skilled.) manpower services to the National Highways and Infrastructure Development Corporation Limited, Regional Office – Aizawl, a PSU company under the Ministry of Road Transport & Highways, Govt. of India initially for a period of Two years from the date of award of contract, which is extendable as per the requirement.

Sl. No.	Name of work	Av. Annual Turnover	Bid documents Cost	EMD/Bid Security	Period of Contract
1	Providing Un-Skilled, Semi -Skilled and Skilled Manpower Services on monthly basis for NHIDCL in the State of Mizoram.	Rs. 20 lakhs	Rs.11,800/-*	Rs. 8,75,520 /- #	02 Years and can be extended

EMD/Bid Security shall be in the form of Demand Draft/Bank Guarantee/ Online payment (NEFT/ RTGS)/Pay Order drawn in favour of "Executive Director (P), Regional Office, payable at Mizoram"

*Cost of Bid Documents:

Rs. 10,000/- + 18% GST in favour of NHIDCL PROJECT ACCOUNT (Non-Refundable) (The bidder can make online payment of tender document fee, through RTGS/NEFT Establishment Account of ED (P) details as mentioned below: -

Particulars	Details
Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited Establishment Account
Beneficiary Bank Account No.	79601010002065
Beneficiary Bank Branch	IFSC – CNRB0003489
Beneficiary Bank Branch Name	Aizawl II Branch
Beneficiary Bank Address	Canara Bank, Power House Road, Chanmari, Aizawl, Mizoram 796001

2. The contract shall be initially for a period of two years from the date of award of the contract, which may be further extended upon satisfactory performance, for another period of one year on the same terms & conditions or curtailed/ terminated at any time before expiry of contract period depending upon requirement of NHIDCL.

3. Bid documents can be seen at and downloaded from the website <https://gem.gov.in> and www.nhidcl.com. Bid documents contain qualifying criteria for bidder, specification, bill of quantities, conditions and other details

4. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. **The technical bids** are to be submitted by both methods i.e. **Online as well as physical mode on** or before 21.12.2022 (1500 hours). The physical sealed bid should be dropped in the Tender Box kept for the purpose at reception of Regional Office-Aizawl, 3rd floor, T-86, Tuikhuahtlang, Aizawl, Mizoram-796001 on or before the prescribed time and date alongwith Bank Draft/ Demand Draft on account of EMD. **The Technical Bid** must also be submitted **through online process at <https://gem.gov.in>** .

5. The Financial Bid for **Providing Un-Skilled, Semi -Skilled and Skilled Manpower Services on monthly basis for NHIDCL in the State of Mizoram** should be submitted only through online process at <https://gem.gov.in>.

6. Schedule of tendering Process

S. no	Description	Period
a.	Date of Issue of NIT	01.12.2022
b.	Pre-Bid Conference	06.12.2022
c.	Clarification on the Pre-Bid Conference	08.12.2022
d.	Last date and time for submission of Bids	21.12.2022 at 1300 hrs
e.	Date and time for opening of Technical Bids	21.12.2022 at 1500 hrs
f.	Date and time for opening of Financial Bids of the technically qualified bidders	To be notify later

7. Interested Companies/Firms/Agencies may submit their bids complete in all respect along with Earnest Money Deposit (EMD) of contract value and other requisite documents on or before 21.12.2022. Paper copy of Technical bid with EMD should be sent to Regional Office-Aizawl, 3rd floor, T-86, Tuikhuahtlang, Aizawl, Mizoram-796001. Online bids should also be submitted by this time and date. *No bid shall be entertained after this deadline under any circumstance whatsoever. The Technical Bids will be opened 21.12.2022 and Financial Bids of only technically qualified bidders will be opened on a date to be notified later on.*

8. 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.


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2. INSTRUCTIONS FOR ONLINE BID SUBMISSION

General Instructions: The bidders are required to submit soft copies of their bids electronically on the GEM Portal i.e: <https://gem.gov.in>.

Accounts details of the Regional Office, Mizoram for online payment (NEFT/RTGS) for Bid Document Cost and EMD/Bid Security is mentioned below:

Particulars	Details
Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited Establishment Account
Beneficiary Bank Account No.	79601010002065
Beneficiary Bank Branch	IFSC – CNRB0003489
Beneficiary Bank Branch Name	Aizawl II Branch
Beneficiary Bank Address	Canara Bank, Power House Road, Chanmari, Aizawl, Mizoram 796001

SUBMISSION OF BIDS:

1. Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
2. Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
3. While submitting the bids online, the bidder shall read the terms & conditions (of GEM portal) and accept the same in order to proceed further to submit their bid.
4. Bidders shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the DD/BC/BG/others.
5. Bidder shall sign and upload the required bid documents one by one as indicated in the tender document.



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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

The National Highways & Infrastructure Development Corporation Limited situated at Regional Office-Aizawl, 3rd floor, T-86, Tuikhuahtlang, Aizawl, Mizoram-796001 requires services of a reputed, experienced and financially sound Manpower Placement Company/ Firm/ Agency(henceforth called Agency) for providing services of **Middle Management Personnel (such as Junior Manager (HR), Young legal Professional, SAP Consultant, Accountant, LA Consultant, Liaison Officer, Steno, PA, Office Assistant, Data Entry Operator, Multi-Tasking Staff, Guard & House Keeping etc for Project Monitoring Units (PMUs) and Regional Offices (ROs) across Mizoram.** The contract will be initially for a period of **Two years** from the date of award of contract, which may be further extended upon satisfactory performance for another period of one year. The period of contract shall be further extended on the same terms & conditions or curtailed/ terminated at any time before expiry of contract period depending upon requirement NHIDCL.

The actual requirement of services, in terms of number of manpower may increase or decrease during the currency of contract. The selected Agency would have to provide a panel of sufficient number from which NHIDCL would reserve the right to select or return the same for further submission depending on their suitability.

The Earnest Money Deposit (EMD) of **Rs 8,75,520 (Rupee Eight Lakh Seventy Five Thousand Five Hundred and Twenty Only)**, refundable (without interest) should be necessarily kept in the sealed cover containing Technical Bid of the Agency in the form of EMD/Bid Security shall be in the form of Demand Draft/Bank Guarantee/ Online payment (NEFT/RTGS)/Pay Order drawn in favour of "Executive Director (P), Regional Office, payable at Aizawl", failing which the tender shall be rejected summarily.


1. Various crucial dates/ time relating to "Tender for **Providing Un-Skilled, Semi -Skilled and Skilled Manpower Services on monthly basis for NHIDCL in the State of Mizoram** are as under:

S. no	Description	Period
a.	Date of Issue of NIT	01.12.2022
b.	Pre-Bid Conference	06.12.2022
c.	Clarification on the Pre-Bid Conference	08.12.2022
d.	Last date and time for submission of Bids	21.12.2022 at 1300 hrs
e.	Date and time for opening of Technical Bids	21.12.2022 at 1500 hrs
f.	Date and time for opening of Financial Bids of the technically qualified bidders	To be notify later

2. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The technical bids are to be submitted by both modes i.e. Online as well as physical mode on or before 21.12.2022. The physical sealed bid super scribed "**Providing Un-Skilled, Semi -Skilled and Skilled Manpower Services on monthly basis for NHIDCL in the State of Mizoram**" should be dropped in the Tender Box kept for the purpose at the reception of NHIDCL at 3rd Floor on or before the prescribed time and date. The Technical Bid must also be submitted through online process at <https://gem.gov.in>.

3. The **Financial Bid** for **“Providing Un-Skilled, Semi -Skilled and Skilled Manpower Services on monthly basis for NHIDCL in the State of Mizoram** should be submitted only through online process at <https://gem.gov.in>.
4. The exemption of Tender fee and EMD to NSIC registration certificates issued by MSME for providing services of manpower will be allowed as per the Govt. policy.
5. Successful bidder will have to deposit **Performance Security of (5% of contract value) with in 15 days** from the date of issue of LOA, in the form of Demand Draft (DD) or Fixed Deposit Receipt (FDR) made in the name of the Agency but hypothecated to the **“Executive Director (P), Regional Office, payable at Aizawl”** or Bank Guarantee issued in favour of **“Executive Director (P), Regional Office, payable at Aizawl”** covering three 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 three months in addition to the extended contract period.
6. The tendering Agencies are required to enclose duly self-attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/ outrightly rejected and will not be considered for further evaluation. The original documents may be asked for verification from the shortlisted firm(s) after evaluation of the bid(s) :-
 1. Registration Certificate.
 2. Copy of PAN card.
 3. Copies of the EPF and ESI Certificates issued by the Competent Authority.
 4. Copies of the GST Registration Certificate issued by the Competent Authority.
 5. Proof of Average Annual Turnover of the firm for the last 3 years duly certified by a Chartered Accountant. The CA Certificate must indicate UDIN No. of the CA signing the certificate.
7. **The agency should quote its financial bid with due care taking into account all the expenses likely to be incurred on providing manpower service as NHIDCL shall not entertain any separate bill for reimbursement in this regard.**
8. In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will liable to be forfeited by the National Highways & Infrastructure Development Corporation Limited besides annulment of the contract and the agency become liable for blacklisting.
9. Conditional bids shall **not** be considered and will be summarily rejected in the very first instance.
10. A Pre-Bid conference would be held on 06.12.2022 in the office of the NHIDCL on Regional Office-Aizawl, 3rd floor, T-86, Tuikhuahtlang, Aizawl, Mizoram-796001. The prospective bidders are welcome to attend the meeting for seeking clarification on any issue related to the tender documents. Interested Bidders seeking any clarification may participate in this conference. The written reply to these clarifications shall be posted on the Company website www.nhidcl.com and <https://gem.gov.in> by **08.12.2022**. No queries shall be entertained after this date.
11. The Technical Bids shall be opened at 21.12.2022 and Financial Bids of technically qualified bidders shall be opened on the date to be notified later NHIDCL’s website and GEM portal.
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 and page numbered.
14. 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.
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. The administrative/ service charge/ any other liability/charges to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes). The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies, including maternity benefits etc.
17. In cases where the bidder has submitted "NIL" charge/ amount over and above the remuneration payable to the manpower, the bid shall be treated unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM No. 29(1)/2014-PPD dated 28th January, 2014.


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Terms and Conditions of the ContractGeneral

1. The Validity of the bid shall remain in force for 120 days from the day of the Bid opening Date.
2. The contracting Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NHIDCL.
3. The actual requirement of services and in turn the no. of staff, may increase or decrease during the currency of contract. The selected Agency would have to provide a panel for sufficient number from which NHIDCL would reserve the right to select or return the same for further submission depending on their suitability.
4. The bidder shall be bound by the details furnished by him/ her to the National Highways & Infrastructure Development Corporation Limited, while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be breach of terms of Contract making him/her liable for legal action besides termination of contract.
5. The National Highways & Infrastructure Development Corporation Limited, reserves the right to terminate the contract any time after giving **thirty days' notice** to the contracting agency.
6. National Highways & Infrastructure Development Corporation Limited may ask for documentary evidence in respect of payment of statutory liabilities as and when required.
7. Service provider will pay the remuneration fixed by NHIDCL to the deployed middle management personnel through RTGS/NEFT in their respective Bank accounts underintimation to NHIDCL on or before 7th of the succeeding month, without having any reference to the payment of preceding month.
8. National Highways & Infrastructure Development Corporation Limited, shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.
9. Every outsourced staff shall be entitled to one day 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. The leave will be treated as casual leave.
10. The outsourced staff shall be required to render services under the supervision of NHIDCL Officers.
11. Agency should arrange to issue a laminated ID Card to each of the outsourced staff deployed at Mizoram, NHIDCL, containing the photo of the deployed personnel along with other details such as Name, DoB, validity, type of engagement i.e. designation, Name of the Outsourcing agency, place of deployment, etc.

LIABILITIES, CONTROL ETC. OF THE PERSONNEL DEPLOYED

12. No outsourced staff shall have any financial or administrative powers, whatsoever. Their duties shall be to assist and carry out routine function as may be assigned by his/ her Controlling Officer. The outsourced staff so deployed shall comply with NHIDCL's rules and regulations as may be in force or as amended from time to time.

13. All drawings, documents, data, specifications, standards, manuals etc., issued or made available to outsourced staff shall be used exclusively towards discharging his/ her duties in NHIDCL and shall be returned to the concerned authority in NHIDCL without retaining any copies thereof.

General Liability of Outsourced staff:

The agency shall ensure that:

- a. The outsourced staff deployed at NHIDCL maintains 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 in 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 know-how, 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 does 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.
14. NHIDCL provides equal opportunity to women for work. All outsourced support staff shall show gender sensitizing.
15. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.
16. The agency shall ensure that the individual person deployed in or through the National Highways & Infrastructure Development Corporation Limited is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.
17. The persons deployed shall work as per the office timings of the office in which they are deployed. The persons deployed may be required to attend the office on Holidays or attend office before/ after office working hours based on the exigencies of work for which no additional payment shall be payable, however, compensatory off in lieu of the same may be permitted at subsequent date within a period of 30 days.
18. The Agency shall furnish the following documents in respect of the individual Manpower, who will be deployed in the National Highways & Infrastructure Development Corporation Limited at the time of commencement of the service contract:
- a. List of persons to be deployed
 - b. Bio-data of all such persons
 - c. Attested copy of the Certificates and documents showing age, educational qualifications and experience
 - d. Character certificate from two Group "A"/ Class-I officers of the Central/ State Government;
 - e. Certificate of verification of antecedents of persons by local Police authority;
 - f. Identity Cards bearing photograph.
 - g. Aadhar number of the persons deployed (copy of the Aadhar Card may be provided).
19. In case the personnel deployed by the successful Agency commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to withdraw from NHIDCL deployment of such persons with a substitute with

immediate effect.

20. The Agency shall replace immediately any of its personnel who are found unacceptable to the National Highways & Infrastructure Development Corporation Limited because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the NHIDCL.
21. The staff deployed shall be required to report for work to the Competent Authority at NHIDCL daily and would not leave the office during the duty hours. Attendance shall be monitored by the Aadhar Enabled Biometric Attendance system and all staff deployed shall be required to follow deployed office timings. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions leading to total loss time of more than 1.5 hours, one-day pro-rata remuneration shall be deducted or any other action as deemed fit may be taken.
22. The Agency shall depute a coordinator who would be responsible for immediate interaction with the National Highways & Infrastructure Development Corporation Limited so that optimal services of the persons deployed by the Agency could be availed without any disruption.
23. The Agency shall immediately provide a substitute in the event of any person absenting from duty on any day, leaving the job or is removed. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ 2 times the pro-rata remuneration per day per personnel on the service-providing agency.
24. NHIDCL will make consolidated payment for each person engaged by the agency, against the bill raised by the Agency based on actual attendance of the completed months. No separate payment will be made to either agency or any individual on any account by NHIDCL except in cases when the person engaged is deputed for official work wherein payments would be made as per NHIDCL's rules and regulations with the prior approval of Competent Authority and the same shall be reimbursed subsequently by NHIDCL.
25. Payments to the service provider would be strictly on certification by the project office with whom the hired staff is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.
26. 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.
27. 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.
28. That the Agency on its part and through its own resources, shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it, and shall be

responsible for act of commission and omission on the part of its staff and its employees, etc. If this NHIDCL suffers any loss or damage on account of negligence on the part of the staff deployed of the agency, then the agency shall be liable to reimburse to NHIDCL for the same. The agency shall keep NHIDCL fully indemnified against any such loss or damage.

29. 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.
30. 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.
31. 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

32. The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, GST, Provident Fund, Maternity Leave Benefit and Employees State Insurance etc., if applicable in respect of the persons deployed by it in National Highways & Infrastructure Development Corporation Limited. Maternity leave to be paid for as per applicable statutory provisions and NHIDCL shall reimburse such amount. The Stated Provisions/Laws mentioned is only indicative and not the exhaustive list.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. All the rights and liabilities of the parties shall accrue from the date of execution of the Contract Agreement.
39. In the event of any dispute arising after the execution of the Contract Agreement, the parties hearing agree to be relegated through Arbitration and shall follow the procedures as laid down in the Arbitration and Conciliation Act, 1996 (as amended from time to time). It is agreed that the disputes shall be referred to the Sole Arbitrator by the Managing Director, NHIDCL. It is also agreed that the seat of Arbitration shall be at Delhi.
40. The Courts at Aizawl, Mizoram shall have the exclusive jurisdiction to try and entertain the suit/petition over the matter.

FINANCIAL

41. The Technical bid should be accompanied with Earnest Money Deposit (EMD) of **Rs 8,75,520 (Rupee Eight Lakh Seventy Five Thousand Five Hundred and Twenty Only)** in the form of Demand Draft/Bank Guarantee/Pay Order drawn in favour of **“Executive Director (P), Regional Office, payable at Aizawl”** failing which the tender shall be rejected out rightly. **The Average Annual Turn Over of the company for the last three years should not be less than Rs.20 Lakh (Rupee Twenty Lakh Only).**
42. 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 returned after submission of Performance Security Deposit @5% of Contract Value. **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.**
43. 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.
44. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Competent Authority, NHIDCL) in respect of the persons deployed and submit the same to the General Manager (P)/ DGM (P) of RO/PMU of NHIDCL in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, NHIDCL shall not pay interest on any delayed payment. The payment to the person deployed at NHIDCL should be made by the Agency through RTGS/NEFT in the bank account and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action. NHIDCL shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.
45. 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.
46. 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.
47. The remuneration payable to the Manpower to be deployed and the qualification as well as relevant work experience shall be decided by NHIDCL based on the qualifications 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.
48. All statutory payments such as ESI, EPF, GST, Maternity Leave Pay, 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 number (c) of the financial bid.

49. 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.
50. 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.
51. The Agency shall ensure that the remuneration to the deployed staff is released by the 7th of the succeeding month, through RTGS/ NEFT and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action.
52. Manpower Agency has to provide “Medical insurance @ Rs 5,00,000 (Rupees five lakh) for all outsourced staff. In addition, personal accidental insurance @10,00,000 (Rupees Ten Lakh) for outsourced staff. The medical and personal personal accidental insurance is to be taken by outsourcing agency and annual premium would be reimbursed by NHIDCL to the outsourcing agency.”



GM (LA & Coord)
NHIDCL, RO - Aizawl

SECTION-5**SCHEDULE OF REQUIREMENT**

Tentative Requirements: Present tentative requirements, the requisite qualification, experience, remuneration, and no. of manpower required are given hereunder. Any change shall be decided and communicated from time to time.

S. no	Designation	Tentative Requirement	Required Qualification and Experience	Monthly consolidated remuneration (inclusive of PF, ESI) exclusive of applicable taxes and agency charges.
1.	Junior Manager(HR)	1	Degree from a recognized University, knowledge of computer applications, four years experience in administration and establishment-related work.	Monthly consolidated remuneration (CTC) will be fixed as per the suitability of the candidate(s). However, at present, the monthly remuneration bill for the manpower is Rs. 12,16,000/- per month + GST as applicable
2.	Young Legal Professional	1	For fresh Law Graduates out of National Law University/National Law Schools, etc.	
3.	SAP Consultant	1	Degree from a recognized University or Institute plus 3 years experience in SAP	
4.	Accountant	4	B.Com. Preference would be given to candidates having M.Com/ Inter CA or ICWA	
5.	LA Consultant	1	Retired State Civil Service Officer (Additional District Magistrates, Sub-Divisional Offices and Tehsildar), Retired Revenue Officer (Naib Tehsildar, Government Kanoongo), Retired Surveyors/Amin/Lekhpal.	
6.	Liaison Officer (Manager Level)	1	Degree from a recognized University or Institute Desirable: MBA and should have knowledge of Computer Applications, Internet, MS office etc. and well versed with related fields. Excellent verbal and written communication skills and 2 years of relevant experience in the relative field.	
7.	Steno/PA	6	Graduate + proficiency in Stenography @ 100w.p.m. or above plus typing speed of 45 w.p.m. or above in English/Hindi	
8.	Office Assistant	8	Graduate with 2 years relevant experience plus typing speed of 30 w.p.m. in English/Hindi	
9.	Data entry Operator	10	10+2 pass with 1 year experience plus Typing speed of 30 w.p.m. in English/Hindi	
10.	Multi-Tasking Staff	17	10 pass and having good etiquette /manner, basic knowledge of Computer and Typing shall be desirable	
11.	Guard (Full time)	As per requirement	(i) Minimum 18 years of Age. He should have preferably 01 year working experience in reputed Public/Private institution /Central /State Government offices. The Guard has to be mandatorily be in a uniform	
12.	Housekeeping (Part Time)	As per requirement	Minimum 18 years of Age.	

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

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

TECHNICAL REQUIREMENT OF THE AGENCY PROVIDING SERVICES

OF MIDDLE MANAGEMENT STAFF AT NHIDCL

1. The tendering Agency should fulfill the following technical specifications and furnish self-attested copies of documents in evidence of compliance with the specifications:-
 - a. The Registered Office or one of the Branch Offices of the Agency may be located in Mizoram.
 - b. The Agency should be registered with the appropriate registration authority.
 - c. The agency should be registered under GST Act.
 - d. The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
 - e. Copy of PAN card.
 - f. Certificate of average Annual turnover from CA having UDIN No of the CA. **The average Annual Turn Over of the company for the last three financial years should not be less than Rupees 20,00,000/- (Rupee Twenty Lakh Only)**
 - g. Experience of having successfully completed at least three contracts in a Government department/PSU/Autonomous Body.
 - h. Satisfactory service certificate issued in respect of (h) above indicating the value of the contract. If value of the contract is not indicated in the performance certificate the same shall not be considered as a valid certificate.
2. The Agency should **have successfully completed at least one work of similar nature valued not less than Rs. 10.00 lakhs or two works of Rs. 7.50 lakhs each or three works of Rs. 3.50 lakhs each, during the last 7 (seven) years for providing services of skilled manpower to reputed Public Sector Companies and/ or Government Department etc.** during last seven years, proof of which should be enclosed with the Technical Bid.
3. Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in a sealed envelope containing Technical Bids.

4. EVALUATION OF BID:

The responsive bids will first be evaluated for technical competence in the following manner:

Evaluation of bids (qualifying only)

A minimum score for Technical Bid (Tn) of 70 (out of 100) is required for qualifying in technical bid evaluation, based on the following criteria:-

Sl. No	Parameters	Marks Allotted
1.	Length of experience of providing manpower services i.e. providing manpower to reputed Public Sector Companies and Government Department etc. (relevant proof to be attached with technical bids.)	4 marks for each complete year subject to a maximum of 20 marks.
2.	Client profile - Number of Government organizations/ PSUs served/ presently being served for providing Manpower (relevant proof i.e work order to be enclosed. The value of each work order should not be less than Rs. 10 Lakh and a copy must be attached with technical bids)	5 marks for each client subject to maximum of 30 marks.
3.	Level of client satisfaction for similar nature of services i.e. manpower valued not less than 10 Lakh, during the last 7 (seven) years (certificate from client organization to be attached with the technical bids). Maximum Six best works would be considered for evaluation	Based on grading in the client certificate, 5 marks for each Excellent grading, 4 marks for each Very Good grading, 3 marks for each Good grading, 2 marks for each Satisfactory grading, subject to maximum 30 marks.
4.	Sound financial standing of the tendering firm in terms of average annual turnover, during the last three years i.e. 2019-20, 2020-21 & 2021-22 (relevant certificate from CA with UDIN no. to be enclosed).	5 marks for Annual Average Turnover between Rs.20 Lakh and up to Rs. 1 Crore , 8 marks for Average Annual Turnover between Rs. 1 Crore and above up to Rs. 2 Crore , 11 marks for Average Annual Turnover between Rs. 2 Crore and above upto Rs. 3 Crore , 14 marks for Average Annual Turnover between Rs. 3 Crore and above upto Rs. 4 Crore , 17 marks for Average Annual Turnover between Rs. 4 Crore and above upto Rs. 5 Crore , and 20 marks for Average Annual Turnover of Rs. 5 Crore and above during the last three Financial years. Maximum 20 marks.

- a. Financial bids of only the technically qualified and eligible bidders shall be considered.
- b. Financial bids of only such bidders shall be opened who score 70 marks out of 100 in the Technical bid criterion and contract shall be awarded to the bidder whose financial quote is L-1. However, Competent Authority in NHIDCL may reject any of the bids including L-1 if it comes to the notice that the bidder has either given wrong/ false information or has acted in a manner which is violation of terms and conditions of tender.**

Authorized Office
Of RO/PMU etc.

APPLICATION- TECHNICAL BID

Name of work: Providing Un-Skilled, Semi -Skilled and Skilled Manpower Services on monthly basis for NHIDCL in the State of Mizoram.

1. Name of Tendering Company/Firm/Agency:

(Attach certificate of registration)

2. Name of Proprietor/Director of Company/Firm/Agency:

3. Full Address of Regd. Office:

.....

Telephone No.....

FAX No.:.....

E- Mail Address:.....

4. Full Address of Office:

.....

Telephone No.:.....

FAX No.:.....

E- Mail Address:.....

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

Full Address:

.....

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

(b) Telephone Number of Banker:

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

7. GST Registration No., if any:(attach attested copy)

8. E.P.F. Registration No., if any(attach attested copy)

9. E.S.I. Registration No., if any(attach attested copy)

10. Financial turnover of the tendering Company/ Firm/ Agency for the last three Financial Years with documentary proof and certificate of the Chartered Accountant thereof with UDIN No. of the CA. (Attach a separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakhs)	Remarks, if any	Page Nos.
2019-20			
2020-21			
2021-22			

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 Numbers and emails address	Amount value of Contract (Rs. In Lakhs)	Duration		Page Nos.
			From	To	
1.					
2.					
3.					
4.					
5.					
6.					

12. Copy of client satisfaction for completion of works of similar nature (providing skilled manpower) valued not less than Rs. 10 lakhs each, during the last 7 (seven) years.

Sl. No.	Details of client along with address, telephone and email etc	Amount value		Grading awarded by client			
		of	Contract	Page No.	Page No.	Page No.	Page No.
		(Rs. In Lakh)		Excellent	Very Good	Good	Satisfactory
1							
2							
3							
4							
5							
6							
7							

13. Length of experience of providing manpower services i.e. providing manpower to reputed Public Sector Companies and Government Department etc.

S.No.	Providing Services Since	Copy of work order	Page Nos.
a.			
b.			
c.			

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

Signature of the authorized person

Date:
Place:

Name:
Seal:

DECLARATION

1. I, Son/ Daughter/ Wife of ShriAuthorized signatory of the company/ agency/ firm mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. I, undertake to indemnify NHIDCL against any loss incurred by NHIDCL due to any act of omission or commission by the manpower deployed in NHIDCL through my Company/ Agency/ Firm.
4. My Company/ Agency/ Firm has not been blacklisted/ debarred from participating in tender of any Ministry/ Department/ PSU of Government of India in last three years.
5. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we/ am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law:

Signature of authorized person (s)

Date:

Name:

Place:

Seal:

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1.
 1. Application – Technical Bid.
 2. Attested copy of the Registration Certificate.
 3. Attested copy of PAN/GIR Card.
 4. Attested copy of the GST registration letter/ certificate, if any.
 5. Attested copy of the PF registration letter/certificate, if any.
 6. Attested copy of the ESI registration letter /certificate, if any.
 7. Certified document in support of financial turnover of the agency during the last 3 years.
 8. Certified documents in support of entries in column 10-14 of Technical Bid application.
 9. Copy of the terms and conditions at Section -3 to Section-6 in ‘Tender Notice’ with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

FINANCIAL BID FORM

Tender Inviting Authority: Executive Director (P), Regional Office, Ro-Aizawl		
Name of Work: Providing Un-Skilled, Semi -Skilled and Skilled Manpower Services on monthly basis for NHIDCL in the State of Mizoram.		
Contract No: F.No. NHIDCL/RO-Aizawl/Manpower agency/2022-23		
Bidder Name :		
Sr.No.	Component of Rate	Rate of service/ agency charges in percentage (%) (upto two decimal points only) to be charged on total remuneration, excluding taxes
a	Remuneration per person	Would be fixed by NHIDCL for various positions from time to time. (The existing remuneration approved for respective service should be indicated and approved with the tender document)
b	GST	Not to be quoted by the bidder. It shall be paid as per relevant rules and rate applicable from time to time
c	Agency Admn/ Service Charge/ Any other liability/ Charges (please indicate)	To be quoted in % of the amount payable as in (a) above _____ % In words _____ %

Note

1. The administrative/ service charge/ any other liability/ charges to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes). The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies, including maternity benefits etc.
2. In cases where the bidder has submitted “NIL” charge/ amount over and above the remuneration payable to the manpower, the bid shall be treated unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM No. 29(1)/2014-PPD dated 28th January, 2014.
3. NHIDCL shall bear the expenses towards ESI, EPF, Maternity leave and other taxes as applicable as per Govt. rules from time to time.

UNDERTAKING

I submit the Financial Bid for “**Providing Un-Skilled, Semi-Skilled and Skilled Manpower Services on monthly basis for NHIDCL in the State of Mizoram.**”

2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Tender document and agree to abide by them.
3. I also undertake and understand that my bid shall be liable to be rejected if I/ we violate any of the terms and conditions of this contract and any other statutory provisions relating to labour laws/ other statutory provisions in connection with the supply of manpower.

(Signature and sealed of the Bidder/Authorized representative)

Signature of authorized person(s)

Date:

Name:

Place:

Seal:

Annexure-III

DETAILS OF BANK ACCOUNT

(RTGS/NEFT facility for receiving payments)

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

(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). Notwithstanding 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 their 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 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/T&M.
 - 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 T&M. 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:
26. Bio-data of the person
 1. Attested copy of the Certificates and documents showing age, educational Qualifications and experience,
 2. Character certificate from two Group —A /Class-I officers of the Central /State Government,
 3. Certificate of verification of antecedents of persons by local police authority,
 4. Identity Cards bearing photograph,
 5. "Aadhar" number of the persons deployed,
 6. Medical Fitness certificate from registered Medical Practitioner.
27. 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.
28. Details of your salary breakup will be as per the Annexure attached herein. You hereby 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.
29. 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.
30. 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 acknowledgment copy within a period of 15 days 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 _____

FORM OF BANK GUARANTEE FOR BID SECURITY

To

**Executive Director (P),
National Highways & Infrastructure Development Corporation Limited,
Regional Office-Aizawl,
3rd floor, T-86, Tuikhuahtlang,
Aizawl, Mizoram-796001, e-mail: ro-mizoram@nhidcl.com**

WHEREAS _____ (Name of Bidder) (hereinafter called the Bidder) wishes to submit his Bid for herein after called “the Bid” KNOW ALL MEN by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at (_____) (hereinafter called the „Bank“) are bound unto Executive Director (P), National Highways & Infrastructure Development Corporation Ltd. (hereinafter called “the Employer”) in the sum of the Rs. _____ (Rupees _____) *for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this day _____ of _____ and undertake to pay the amount of _____ Rs. _____ to the employer upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

(i) If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid.

Or

(ii) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity.

(a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including the date 45 days beyond the validity of the bid as stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Bidders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

This guarantee shall also be operatable at our Branch at Aizawl, 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

thereunder 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 Bank Account No.	79601010002065
Beneficiary Bank Branch	IFSC – CNRB0003489
Beneficiary Bank Branch Name	Aizawl II Branch
Beneficiary Bank Address	Canara Bank, Power House Road, Chanmari, Aizawl, Mizoram 796001

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

EMPLOYEE CODE NUMBER SEAL OF THE BANK

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY)

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

(DRAFT) SERVICE LEVEL AGREEMENT FOR PROVIDING MANPOWER SERVICES

This agreement (here in after called the “Agreement”) is made on ___ day of the month of _____ between, on the one hand, **National Highways & Infrastructure Development Corporation Ltd.** (herein after called the “Company” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) having registered office at 3rd Floor, PTI Building, 4, Parliament Street, New Delhi and acting through its authorized officer _____, **Regional Office, Aizawl, Mizoram** and, on the other hand **M/s _____** (herein after called the “Agency” which expression shall include their respective successors and permitted assigns) whose office/residence is at Address of the Agency.

WHEREAS

(A) **The Company has invited Bids for Providing Un-Skilled, Semi -Skilled and Skilled Manpower Services on monthly basis for NHIDCL in the State of Mizoram.**

(B) The Agency/individual submitted a Bid for the aforesaid work, whereby the Agency represented to the Company that it had the required capacity, and in the said proposal the Agency agreed to provide the Un-Skilled, Semi-Skilled and Skilled Manpower to the Company on the terms and conditions as set forth in this agreement.

(C) In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to;

(D) The following documents shall be deemed to form and be read and construed as part of this agreement viz.

- a) The Contract Agreement,
- b) Letter of Acceptance,
- c) Contractor's Bid,
- d) Contract Data,
- e) Conditions of Contract
- f) Scope of work
- g) Bill of Quantities
- h) Any other document listed in the Contract Data.

(E) In pursuance of the Security, the parties have agreed to enter into this agreement. Now, therefore, the parties here to here by agree as follows:

1. The Agency will commence Providing Un-Skilled, Semi-Skilled and Skilled Manpower Services on monthly basis for NHIDCL in the State of Mizoram, for use as per the terms and conditions herein contained, and at rates as mentioned in bid submission. The EMD submitted by the Agency shall be returned after submission of the Performance Bank Guarantee. Within 15 working days after issuance of LOA, the Selected Bidder shall submit Performance Security @5% of the contract amount in the form of a Bank Guarantee/Fixed Deposit Receipt which will be released after successful completion of the Contract Period /work.

2. The Agency shall during the period of this contract that is to say from _____ to _____ or until this contract is determined by such notice as herein after mentioned, will provide **Un-Skilled, Semi-Skilled and Skilled Manpower**, on the rates accepted i.e. **Rs. _____ (Rupees _____ only)** per month inclusive of all taxes.

3. The Agency shall comply with all the terms and conditions of Bidding documents contained which shall be part and parcel of this agreement and forms integral part of this agreement.

Terms and Conditions of the Contract

General

1. The Validity of the bid shall remain in force for 120 days from the day of the Bid opening Date.
2. The contracting Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NHIDCL.
3. The actual requirement of services and in turn the no. of staff, may increase or decrease during the currency of contract. The selected Agency would have to provide a panel for sufficient number from which NHIDCL would reserve the right to select or return the same for further submission depending on their suitability.
4. The bidder shall be bound by the details furnished by him/ her to the National Highways & Infrastructure Development Corporation Limited, while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be breach of terms of Contract making him/her liable for legal action besides termination of contract.
5. The National Highways & Infrastructure Development Corporation Limited, reserves the right to terminate the contract any time after giving **thirty days' notice** to the contracting agency.
6. National Highways & Infrastructure Development Corporation Limited may ask for documentary evidence in respect of payment of statutory liabilities as and when required.
7. Service provider will pay the remuneration fixed by NHIDCL to the deployed middle management personnel through RTGS/NEFT in their respective Bank accounts under intimation to NHIDCL on or before 7th of the succeeding month, without having any reference to the payment of preceding month.
8. National Highways & Infrastructure Development Corporation Limited, shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.
9. Every outsourced staff shall be entitled to one day 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. The leave will be treated as casual leave.
10. The outsourced staff shall be required to render services under the supervision of NHIDCL Officers.
11. Agency should arrange to issue a laminated ID Card to each of the outsourced staff deployed at Mizoram, NHIDCL, containing the photo of the deployed personnel along with other details such as Name, DoB, validity, type of engagement i.e. designation, Name of the Outsourcing agency, place of deployment, etc.

LIABILITIES, CONTROL ETC. OF THE PERSONNEL DEPLOYED

12. No outsourced staff shall have any financial or administrative powers, whatsoever. Their duties shall be to assist and carry out routine function as may be assigned by his/ her Controlling Officer. The outsourced staff so deployed shall comply with NHIDCL's rules and regulations as may be in force or as amended from time to time.
13. All drawings, documents, data, specifications, standards, manuals etc., issued or made available to outsourced staff shall be used exclusively towards discharging his/ her duties in NHIDCL and shall be returned to the concerned authority in NHIDCL without retaining any copies thereof.

General Liability of Outsourced staff:

The agency shall ensure that:

- a. The outsourced staff deployed at NHIDCL maintains 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 in 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 know-how, 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 does 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.
14. NHIDCL provides equal opportunity to women for work. All outsourced support staff shall show gender sensitizing.
 15. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.
 16. The agency shall ensure that the individual person deployed in or through the National Highways & Infrastructure Development Corporation Limited is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.
 17. The persons deployed shall work as per the office timings of the office in which they are deployed. The persons deployed may be required to attend the office on Holidays or attend office before/ after office working hours based on the exigencies of work for which no additional payment shall be payable, however, compensatory off in lieu of the same may be permitted at subsequent date within a period of 30 days.
 18. The Agency shall furnish the following documents in respect of the individual Manpower,

who will be deployed in the National Highways & Infrastructure Development Corporation Limited at the time of commencement of the service contract:

- a. List of persons to be deployed
- b. Bio-data of all such persons
- c. Attested copy of the Certificates and documents showing age, educational qualifications and experience
- d. Character certificate from two Group "A"/ Class-I officers of the Central/ State Government;
- e. Certificate of verification of antecedents of persons by local Police authority;
- f. Identity Cards bearing photograph.
- g. Aadhar number of the persons deployed (copy of the Aadhar Card may be provided).

19. In case the personnel deployed by the successful Agency commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to withdraw from NHIDCL deployment of such persons with a substitute with immediate effect.
20. The Agency shall replace immediately any of its personnel who are found unacceptable to the National Highways & Infrastructure Development Corporation Limited because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the NHIDCL.
21. The staff deployed shall be required to report for work to the Competent Authority at NHIDCL daily and would not leave the office during the duty hours. Attendance shall be monitored by the Aadhar Enabled Biometric Attendance system and all staff deployed shall be required to follow deployed office timings. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions leading to total loss time of more than 1.5 hours, one-day pro-rata remuneration shall be deducted or any other action as deemed fit may be taken.
22. The Agency shall depute a coordinator who would be responsible for immediate interaction with the National Highways & Infrastructure Development Corporation Limited so that optimal services of the persons deployed by the Agency could be availed without any disruption.
23. The Agency shall immediately provide a substitute in the event of any person absenting from duty on any day, leaving the job or is removed. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ 2 times the pro-rata remuneration per day per personnel on the service-providing agency.
24. NHIDCL will make consolidated payment for each person engaged by the agency, against the bill raised by the Agency based on actual attendance of the completed months. No separate payment will be made to either agency or any individual on any account by NHIDCL except in cases when the person engaged is deputed for official work wherein payments would be made as per NHIDCL's rules and regulations with the prior approval of Competent Authority and the same shall be reimbursed subsequently by NHIDCL.
25. Payments to the service provider would be strictly on certification by the project office with whom the hired staff is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.
26. 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.

27. 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.
28. That the Agency on its part and through its own resources, shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it, and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If this NHIDCL suffers any loss or damage on account of negligence on the part of the staff deployed of the agency, then the agency shall be liable to reimburse to NHIDCL for the same. The agency shall keep NHIDCL fully indemnified against any such loss or damage.
29. 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.
30. 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.
31. 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

32. The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, GST, Provident Fund, Maternity Leave Benefit and Employees State Insurance etc., if applicable in respect of the persons deployed by it in National Highways & Infrastructure Development Corporation Limited. Maternity leave to be paid for as per applicable statutory provisions and NHIDCL shall reimburse such amount. The Stated Provisions/Laws mentioned is only indicative and not the exhaustive list.
33. 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.

34. 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.
35. 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.
36. 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.
37. 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.
38. All the rights and liabilities of the parties shall accrue from the date of execution of the Contract Agreement.
39. In the event of any dispute arising after the execution of the Contract Agreement, the parties hearing agree to be relegated through Arbitration and shall follow the procedures as laid down in the Arbitration and Conciliation Act, 1996 (as amended from time to time). It is agreed that the disputes shall be referred to the Sole Arbitrator by the Managing Director, NHIDCL. It is also agreed that the seat of Arbitration shall be at Delhi.
40. The Courts at Aizawl, Mizoram shall have the exclusive jurisdiction to try and entertain the suit/petition over the matter.

FINANCIAL

41. The Technical bid should be accompanied with Earnest Money Deposit (EMD) of **Rs 8,75,520/- (Rupee Eight Lakh Seventy Five Thousand Five Hundred and Twenty Only)** in the form of Demand Draft/Bank Guarantee/Pay Order drawn in favour of **"Executive Director (P), Regional Office, payable at Aizawl"** failing which the tender shall be rejected out rightly. ***The Average Annual Turn Over of the company for the last three years should not be less than Rs.20 Lakh (Rupee Twenty Lakh Only).***
42. 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 returned after submission of Performance Security Deposit @5% of Contract Value. **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.**

43. 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.
44. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Competent Authority, NHIDCL) in respect of the persons deployed and submit the same to the General Manager (P)/ DGM (P) of RO/PMU of NHIDCL in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, NHIDCL shall not pay interest on any delayed payment. The payment to the person deployed at NHIDCL should be made by the Agency through RTGS/NEFT in the bank account and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action. NHIDCL shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.
45. 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.
46. 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.
47. The remuneration payable to the Manpower to be deployed and the qualification as well as relevant work experience shall be decided by NHIDCL based on the qualifications 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.
48. All statutory payments such as ESI, EPF, GST, Maternity Leave Pay, 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 number (c) of the financial bid.
49. 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.
50. 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.
51. The Agency shall ensure that the remuneration to the deployed staff is released by the 7th of the succeeding month, through RTGS/ NEFT and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action.

52. Manpower Agency has to provide “Medical insurance @ Rs 5,00,000 (Rupees five lakh) for all outsourced staff. In addition, personal accidental insurance @10,00,000 (Rupees Ten Lakh) for outsourced staff. The medical and personal personal accidental insurance is to be taken by outsourcing agency and annual premium would be reimbursed by NHIDCL to the outsourcing agency.”

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed in their respective names as of the day and year first above written.

Signed, Sealed and Delivered

Signed, Sealed and Delivered

For and on behalf of the Company

For and on behalf of the Agency

Name _____

Name _____

Designation _____

Designation _____

Date _____

Date _____

In the presence of Witnesses

In the presence of Witnesses