



# **National Highways and Infrastructure Development Corporation**

**(MINISTRY OF ROAD TRANSPORT AND HIGHWAYS)  
GOVT. OF INDIA**

## **TENDER FOR**

**Nature of work:** Selection of Manpower placement Agency for providing services of Staff and Supporting Staffs in Site Offices (SOs) / Project Monitoring Units (PMUs) /Regional Offices (RO), Manipur-2<sup>nd</sup> Call.

**R.O. Imphal (Manipur)  
National Highway & Infrastructure Development Corporation Ltd.  
2<sup>nd</sup> Floor Transit Hostel  
Officers's Club,  
Lamphelpat, Imphal -  
795001  
Email: [ro-imphal@nhidcl.com](mailto:ro-imphal@nhidcl.com)**

## TENDER FOR

Selection of Manpower placement Agency for providing services of Staff and Supporting Staffs in Project Monitoring Units (PMUs) / Regional Offices (ROs)-  
**National Highways & Infrastructure Development Corporation Limited  
(NHIDCL), a Government of India Undertaking.**

Approximate Annual cost of the tender	2,50,00,000/-
Earnest Money Deposit	5,00,000/-
Performance Security Deposit	5% of Tender cost.

The information provided by the bidders in response to this Tender Document will become the property of NHIDCL and will not be returned. NHIDCL reserves the right to amend, rescind reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. Any amendment / addendum / corrigendum shall be notified only on the website of NHIDCL and CPP Portal.

NOTE: Any addendum / corrigendum relating to this tender shall be notified on the website of NHIDCL.

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**National Highways & Infrastructure Development Corporation Ltd.**

**Notice Inviting e –Tender (NIT)**

**Contract No. NHIDCL/RO-Imphal/Manpower/2021-22/2<sup>nd</sup> call**

**Date: 05.08.2021**

**Section -1**

**Notice Inviting e –Tender (NIT)**

National Highway & Infrastructure Development Corporation Limited invites tender through [www.nhidcl.com](http://www.nhidcl.com) website under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Placement Companies / Firms /Agencies (henceforth called Agency) for providing services of staff and supporting staff.

The contract shall be initially for a period of two years (likely to commence from 01.09.2021) Or from the date of award of the contract, which may be further extended upon satisfactory performance, for another period of one year on the same terms & conditions or curtailed/ terminated at any time before expiry of contract period depending upon requirement of NHIDCL.

2. The complete Tender Documents can be downloaded from the website of NHIDCL [www.nhidcl.com](http://www.nhidcl.com). The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The technical bids are to be submitted online mode through online process at <https://eprocure.gov.in> on or before 16/08/2021 (15:00 hours). Physical copies of documents submitted online shall be verified after selection of successful bidder. Bids not submitted online on CPP Portal shall not be considered at all. The Financial Bid for selection of Manpower Placement Agency for providing services of staff and supporting staffs in Site Offices (SOs)/ Project Monitoring Units (PMUs) and Regional Office across Manipur should be submitted only through online process at <https://eprocure.gov.in>.

3. Interested Companies/ Firms / Agencies may submit their bids complete in all respect along with Earnest Money Deposit (EMD) of Rs. 5,00,000/- along with cost of tender document of Rs 11,800/- and other requisite documents on or before 16/08/2021 Paper copy of Technical bid with EMD should be sent to Regional Office- Imphal, NHIDCL, Transit Hostel, 2<sup>nd</sup> Floor, Officer's Club, Lamphelpat, Imphal- 795001, Manipur. Online bids should also be submitted by this time and date. No bids shall be entertained after this deadline under any circumstance whatsoever. The Technical Bids will be opened at Regional Office- Imphal, NHIDCL on 17/08/2021 (15:30 Hours) and financial Bids of only technically qualified bidders will be opened on a date to be notified later on.

4. NHIDCL reserves the right to amend or withdraw any of the terms & conditions contained in the Tender Document or to reject any or all bids without giving any notice or without assigning any reason thereof. The decision of the National Highway & infrastructure Development Corporation Limited in this regard shall be final and binding on all the bidders.

5. For any clarifications, the undersigned office may be contacted.

6. Various crucial dates/ time relating to “Tender for selection of Manpower Placement Agency for providing services of staff & supporting staff are as under:

<b>S. No.</b>	<b>Description</b>	<b>Period</b>
1	Bid Document /NIT Publishing Date	05.08.2021 upto 17:00 Hours
2	Bid Document Download/Start date	05.08.2021 upto 17:30 Hours
3	Bid Submission start Date	05.08.2021 upto 17:30 Hours
4	Bid submission End Date (online)	16.08.2021 upto 15:00 Hours
5	Opening Date of Technical Bid	17.08.2021 upto 15:30 Hours
6	Date of uploading of list of Technically Qualified Applicants	To be intimated later
7	Date of Opening of Financial Bids of Qualified Applicants	To be intimated with the result of technical evaluation

**Col R K Swain (Retd.)**  
**General Manager (Admin & LA)**  
**National Highways & Infrastructure Corporation Limited**  
**Regional Office, Imphal,**  
**2<sup>nd</sup> Floor Transit Hostel,**  
**Officer’s Club, Lamphelpat**  
**Imphal West, Manipur**  
**Email: [ro-imphal@nhidcl.com](mailto:ro-imphal@nhidcl.com)**  
**Tell: 0385-2416303**

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

**2.1 General Instructions:** The bidders are required to submit soft copies of their bids electronically on the Central Public procurement (CPP) portal i.e: [http:// eprocure.gov.in / eprocure/app](http://eprocure.gov.in/eprocure/app) using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

### **2.2 REGISTRATION:**

- a. Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment “option available on the home page. Enrolment on the CPP Portal is free of charge.
- b. During enrolment / registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through the email-id provided.
- c. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- d. For e-tendering, Possession of valid Digital Signature Certificate ( Class II or Class III Certificate with signing key usage) is mandatory which can be obtained from SIFY/ncode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smartcard.
- e. Upon enrolment on CPP portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- f. Only one valid DSC Should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- g. Bidders can then log into the site through the secured login by entering their user ID/ Password and the password of the DSC/ eToken.

### **2.3 PREPARATION OF BIDS:**

1. For preparation of bids, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any publish before submitting their bids.
2. After selecting the tender from where bidder can view all the details of the tender document.
3. Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid.
4. Bidders should get ready in advance the bid documents in the required format ( 9 PDF/ xls/ rar/ dwf/ jpg formats) to be submitted as indicate in the render document/ schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
5. Bidders can update well in reducing the size of the scanned document. Certificates, annual report, PAN, EPE & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender.

### **2.4 SUBMISSION OF BIDS:**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in the 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.
3. While submitting the bids online, the bidder shall read the terms & conditions (of CPP Portal) and accept the same in order to process further to submit their bid.
4. Deleted.
5. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
6. Bidder shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirement of the tender document.
7. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
8. After the bid submission (i.e. after Clicking “ Freeze Bid Submission” in the portal ), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also be act as entry pass to participate in the bid opening.
9. Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
10. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

## **2.5 ASSISTANCE TO BIDDERS:**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

1. Any queries relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24x7 portal Helpdesk.
2. Toll Free Number 1800-3070-2232
3. For any query related to the bid document can be addressed at details given below;  
Name: GM (Admin & LA)  
Address: NHIDCL RO Imphal Office, 2<sup>nd</sup> Floor Officer’s club lamphelpat, Imphal West, Manipur-7951101  
Email id: [ro-imphal@nhidcl.com](mailto:ro-imphal@nhidcl.com)  
Tell: 0385-2416303

**SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERS**

The Regional Office- Imphal, National Highways & Infrastructure Development Corporation Limited situated at 2<sup>nd</sup> Floor Transit Hostel, Officer's Club, Lamphelpat, Imphal- 795001, Manipur requires services of a reputed, experienced and financially sound Manpower Placement Company/ Firm / Agency (henceforth called Agency) for providing services of **Staff (such as Manager(P), Graduate Engineer, Site Engineer & Trainee Graduate Engineer) & Supporting Staff (such as SAP Consultant, LA Consultant, Accountant, IT Engineer, Legal Professional, Office Assistant, Data Entry Operator, Personal Assistant etc. Steno and MTS in Site Offices (SOs), project Monitoring Units ( PMUs) and Regional Offices ( RO).** The contract will be initially for a period of **Two years** (likely to commence from 01.09.2021) 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 expire of contract period depending upon requirement of NHIDCL.

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

1. The Earnest Money Deposit (EMD) of Rs. 5,00,000/-), refundable (without interest) should be in favor of "R O IMPHAL NHIDCL ESTABLISHMENT ACCOUNT, Payable at Imphal" through RTGS/ NEFT into bank a/c no "79513210000015" maintained in the name of "R O IMPHAL NHIDCL ESTABLISHMENT ACCOUNT" with CANARA Bank, Imphal, Manipur having IFSC code CNRB0017951, and Proof of payment through RTGS must be furnished while submitting the proposal, failing which the tender shall be rejected summarily.
2. Various crucial dates/ time relating to "Tender for selection of Manpower Placement Agency for providing services of staff & supporting staff are as under:

<b>S. No.</b>	<b>Description</b>	<b>Period</b>
1	Bid Document /NIT Publishing Date	05.08.2021 upto 17:00 Hours
2	Bid Document Download/Start date	05.08.2021 upto 17:30 Hours
3	Bid Submission start Date	05.08.2021 upto 17:30 Hours
4	Bid submission End Date (online)	16.08.2021 upto 15:00 Hours
5	Opening Date of Technical Bid	17.08.2021 at 15:30 Hours
6	Date of uploading of list of Technically Qualified Applicants	To be intimated later
7	Date of Opening of Financial Bids of Qualified Applicants	To be intimated with the result of technical evaluation

The tenders are invited two bid system i.e. Technical Bid and Financial Bid. The technical bids are to be submitted **online mode** at <https://eprocure.gov.in> on or before 16.08.2021 (15:00 hours). Physical copies of documents submitted online shall be verified after selection of successful bidder. In case of assistance in this regard please contact GM(Admin & LA), NHIDCL, RO-Imphal on email: ro-imphal@nhidcl.com.

1. The Financial Bid for selection of Manpower Placement Agency for providing services of staff and supporting staff should be submitted only through online process at <https://eprocure.gov.in>.
2. 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.
3. Successful bidder will have to deposit Performance Security of 5% of contract value **within seven (7) days from** the date of issue of LOA, in the form of Bank Guarantee issued in favor of **“R O IMPHAL NHIDCL ESTABLISHMENT, Payable at Imphal”**. Covering two months in addition to the initial period of contract. On subsequent renewal/extension of the contract, the BG shall accordingly be renewed by the successful bidder for two months in the addition to the extended contract period.
4. The tendering Agencies are required to enclose duly self-attested photocopies of the following documents along with the Technical Bid as per Section-6 of Tender document, failing which their bids shall be summarily/ out-rightly rejected and will not be considered for further evaluation. The original documents may be asked for verification from the shortlisted firm(s) after evaluation of the bid(s):-
  1. Registration Certificate.
  2. Copy of PAN/GIR card.
  3. Copies of the GST Registration Certificate issued by the Competent Authority.
  4. 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.
5. 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.
6. In case of breach of any separate of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the National Highways & Infrastructure Development Corporation Limited besides annulment of the contract and the agency become liable for blacklisting.
7. Conditional bids shall not be considered and will be summarily rejected in the very first instance.
8. The Technical Bids shall be opened at Regional Office- Imphal, NHIDCL, 2<sup>nd</sup> Floor Transit Hostel, Officer's club, Lamphelpat Imphal- 795001, Manipur on 16.08.2021 and Financial Bids of technically qualified bidders shall be opened on the date to be notified later on NHIDCL's website.
9. The Competent Authority of the National Highways & Infrastructure Development Corporation Limited reserves the right to contact any or all the bids without assisting any reason.
10. **Technical Bid must be Indexed and page numbered.**
11. **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.**

12. **In case of 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.**
13. 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.
14. In case where the bidder has submitted "NIL" charge/amount over and above the remuneration payable to the manpower, the bid shall be treated unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM No. 29(1)/2014-PPD dated 28<sup>th</sup> January, 2014.

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### Terms and Conditions of Contract

#### General

1. The Validity of the bid shall remain in force for 90 days from the day of opening of Financial Bids.
2. The contracting Agency shall not be allowed to transfer, assign, pledge or sub- contracts its right 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 contact. The selected Agency would have to provide a panel for sufficient number of staff & supporting staffs out of which NHIDCL would reserve the right to select or return the same for further submission depending on their suitability.
4. The bidder shall be bound by the details furnished by him/her to the National Highways & Infrastructure Development Corporation Limited, while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be 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 7<sup>th</sup> of the succeeding month, without having any reference to the payment of preceding month.
8. National Highways & Infrastructure Development Corporation Limited, shall verify the actual payment 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 SO's, PMU's & RO, NHIDCL Manipur 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 as may be assigned by his/her Controlling Officer. The outsourced staff 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, manual 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 assignment 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 as the office timings of the office 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- 1 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 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 persons 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 pro-rata remuneration per day personnel on the service-providing agency.
24. NHIDCL will make consolidated payment for each person engaged by the agency, against the bill raised by the Agency based on actual attendance of the completed months. No separate payment will be made to either agency or any individual on any account by NHIDCL except in cases when the person engaged is deputed for official work wherein payments would be made as per NHIDCL's rules and regulations with the prior approval of Competent Authority and the same shall be reimbursed subsequently by NHIDCL.
25. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so deployed in the NHIDCL. **The persons deployed by the Agency in the NHIDCL shall not have any claims of Master and Servant relationship nor any Principal and Agent relationship 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.
26. The Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to the persons deployed in NHIDCL. The National Highways & Infrastructure Development Corporation Limited shall, in no way be responsible for settlement of such issues whatsoever.
27. The National Highways & Infrastructure Development Corporation Limited shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation.
28. The personnel deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc. Temporary regular/ confirmed employees of the National Highways & Infrastructure Development Corporation Limited during the currency or after expiry of the Contract.

29. In any case of termination of this contract on its expiry or otherwise, the personnel deployed by the service providing agency shall not be entitled to 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**

30. The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, GST, Employee Provident Fund, Maternity Leave Benefit and Employees State Insurance etc., if applicable in respect of the persons deployed by it in National Highways & Infrastructure Development Corporation Limited. Maternity leave to be paid for as per applicable statutory provisions and NHIDCL shall reimburse such amount. The Stated Provisions/Laws mentioned is only indicative and not the exhaustive list.
31. The Agency shall maintain all statutory registers under the applicable law. The Agency shall produce the same, on demand, to the National Highways & Infrastructure Development Corporation Limited to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
32. The Agency shall maintain all statutory registers under the applicable law. The Agency shall produce the same, on demand, to the concerned authority of the National Highways & Infrastructure Development Corporation Limited or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
33. Taxes will be deducted as per the applicable laws, as amended from time to time” and the certificate to this effect will be issued by NHIDCL.
34. In case, the Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the National Highways & Infrastructure Development Corporation Limited is put to any loss/ obligations, monetary or otherwise, the NHIDCL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary.
35. The agency shall be liable for and shall hold harmless the NHIDCL against any liability(s), loss(s), expenses(s), damages, claims, suits, actions demands or proceedings, arising under any law for & on behalf of its manpower deployed in NHIDCL and for the act and conduct of its personnel deployed in NHIDCL.
36. All the rights and liabilities of the parties shall accrue from the date of execution of the Contract Agreement.
37. In the event of any dispute arising after the execution of the Contract Agreement, the parties 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.
38. The Courts at Delhi shall have the exclusive jurisdiction to try and entertain the suit/ petition over the matter.

#### **FINANCIAL**

39. The tender document fee Rs 11,800/- along with Earnest Money Deposit (EMD) of Rs. 5,00,000/-), refundable (without interest) should be in favour of “R O IMPHAL NHIDCL ESTABLISHMENT ACCOUNT, Payable at Imphal” through RTGS/NEFT into bank a/c no **“79513210000015”** maintained in the name of **“R O IMPHAL NHIDCL ESTABLISHMENT ACCOUNT”** with CANARA Bank, Imphal, Manipur having IFSC code CNRB0017951, and Proof of payment through RTGS/NEFT must be furnished while submitting

the proposal. " ***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 (should be deducted in terms of CVC guidelines and contract value).***

40. The EMD in respect of the Agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second Stage) shall be returned to them without any interest. However, the EMD in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. In case the selected agency do not undertake the work upon award of Letter of Award (LOA) with in a period of 15 days, the agency would be liable to be blacklisted and debarred from future tendering in NHIDCL, in addition to forfeiting the EMD/ Performance Guarantee.
41. In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the National Highways & Infrastructure Development Corporation Limited without any prior written notices besides annulment of the contract and the agency become liable for blacklisting.
42. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Competent Authority, NHIDCL) in respect of the persons deployed and submit the same of the General Manger (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.
43. The amount of pre-estimated agreed liquidated damages calculated @ 2 times the pro-rata remuneration per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Agency shall be deducted from the monthly bills of the service providing Agency in the following month.
44. The National Highways & Infrastructure Development Corporation Limited reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the Manpower placement agency.
45. The remuneration payable to the Manpower 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 and all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities thereon.
46. All statutory payments such as ESI, EPF, GST, Maternity Leave Pay, etc. are not to be quoted by the bidders, only the administrative/ service charges to be charged by the service provider is to be quoted in column number (c) of the financial bid.
47. Agency should not charge either as registration fee or any other amount from the candidates so deployed. Contradiction of this would be considered as breach of contract conditions and would be dealt appropriately.
48. The payment shall be made on conclusion of the calendar month only on the basis of the number of working days for which duty has been performed as certified by NHIDCL. Attendance along with certificate for releasing payment to the staff deployed at NHIDCL.
49. The Agency shall ensure that the remuneration to the deployed staff is released by the 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.

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**SECTION-5**

**SCHEDULE OF REQUIREMENT**

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

Designation	Tentative Requirement	Required Qualification and Experience	Monthly consolidated remuneration (inclusive of PF, ESI) exclusive of applicable taxes and agency charges.
Manager (P)	11	B.Tech Degree in Civil Engineering from an Institution of repute/ Govt./NIT/IIT. (Experience 4-7 Years)	Monthly consolidated remuneration (CTC) will be fixed as per the suitability of the Candidate (s). However, at present, The monthly remuneration bill for manpower is approximately Rs. 21,00,000/- per month + GST as applicable
Graduate Engineer/ Trainee Graduate Engineer	39	B.Tech Degree in Civil Engineering from an Institution of repute/ Govt./NIT/IIT. (Experience for GE- 1-4 Years & for TGE- 0-1 Years)	
SAP Consultant	02	First Class Graduate and having experience in SAP.	
LA Consultant	01	Retired State Civil Service Officer (Addl. District Magistrate, Sub Divisional Officer & Tehsildar), Retired Revenue Officer (Naib Tehsildar), Retired Surveyors/ Amin/ Lekhpal	
Accountant	03	B.Com, Preference would be given to candidate having M.Com/ Inter CA or ICWA.	
IT Engineer	02	B.Tech/B.E in Electronics/ IT/ Computer Science/ MCA/Msc (IT) from a recognized University/ Institution. Preference shall be given to M.Tech/MBA (IT) and having experience on the Govt. Project. (Experience: 0-3 years)	
Legal Professional	01	For fresh Law Graduates out of National Law University/ National Law Schools. Etc.	
Office Assistant	14	Graduate with 2 year relevant experience plus typing speed of 30 w.p.m in English / Hindi.	
Data Entry Operator	16	10+2 pass with 1 years experience plus Typing speed of 30 w.p.m. in English/Hindi.	
PA / Steno	14	Graduate + Profeciency in Stenography @	

		100 w.p.m or above Plus typing speed of 45 w.p.m or above in English/Hindi.
MTS	23	10 Pass and having good etiquette/manner basic knowledge of Computer and Typing shall be desirable.

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 (79 nos 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.

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SECTION-6

**TECHNICAL REQUIREMENT OF THE AGENCY PROVIDING SERVICES  
OF MIDDLE MANAGEMENT STAFF AT NHIDCL**

1. The tendering Agency should fulfill the following technical specifications and furnish self-attested copies of documents in evidence of compliance with the specifications:-
  - a. **The Registered Office or one of the Branch Offices of the Agency should be located (concerned state) otherwise the bid shall be treated as ineligible and shall not be evaluated.**
  - b. **The Agency should be registered with the appropriate registration authority.**
  - c. **The agency should be registered under GST Act.**
  - d. **The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.**
  - e. **Copy of PAN card.**
  - f. **Certificate of average Annual turnover from CA having UDIN No of the CA. The average Annual Turn Over of the company for the last three financial years should not be less than Rupees Two Crore.**
  - g. **Experience of having successfully completed at least three contracts in a Government department/ PSU/ Autonomous Body.**
  - h. **Satisfactory service certificate issued in respect of (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 average annual financial turnover during the last 3 years, ending 31st March of the previous financial year should be at least Rs. 2,00,00,000/- (Two Crore). Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following**
  - a) **successfully completed at least one work of similar nature valued not less than Rs.2,00,00,000 (Two Crores).**
  - or b) **two works not less than Rs.1,25,00,000 (One Crore Twenty Five Lakh) each.**
  - or c) **three works not less than Rs.1,00,00,000 (One Crores) each, for providing services of skilled/Semi Skilled/Unskilled manpower to reputed Public Sector Companies and/ or Government Department etc, proof of which should be enclosed as per the attached format.**
3. **Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in a sealed envelope containing Technical Bids.**

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### 3. 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 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. 30 lakhs and 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 Rs. 50 lakhs 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 the grading in the client certificate. 3 marks for each satisfactory grading and 5 marks for each Good and above grading will be awarded subject to maximum of 30 marks. Client certificate for completion of contract not having any grading will be treated as satisfactory only.
4.	Sound financial standing of the tendering firm in terms of average annual turnover, during the last three years i.e. 2017-18, 2018-19 and 2019-20 (relevant certificate from CA with UDIN no. to be enclosed).	No marks for turnover less than 2 Crore, 13 marks for turnover between 2 to 5 Crore, 15 marks for turnover between 5 to 7 Crore, 17 marks for turnover between 7 to 10 Crore and 20 marks for turnover more than 10 Crore. Maximum marks is 20.

- 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.**

General Manager (Admin & LA)  
NHIDCL, RO- Imphal

Copy to:

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

**APPLICATION-TECHNICAL BID**

For selection of Agency for providing services of Middle Management Personnel (such as ..... ) at NHIDCL RO Imphal, Project Monitoring Units (PMUs) and Site Offices in Manipur.

1. Name of Tendering Company/ Firm/ Agency: .....  
(Attach certificate of registration)
2. Name of Proprietor/ Director of Company/ Firm/ Agency: .....
3. Full Address of Regd. Office: .....  
.....  
Telephone No.....  
Fax No: .....  
E-mail Address: .....
4. Full address of Office at Delhi: .....  
.....  
Telephone No.....  
Fax No: .....  
E-mail Address: .....
5. (a) Banker of Company/ Firm/ Agency: .....  
Full Address: .....  
.....  
(attach certified copy of statement of A/c for the last three years)  
(b) Telephone Number of Banker: .....
6. PAN/GIR No..... (attach attested copy)
7. GST Registration NO.,..... (attach attested copy)
8. E.P.F. Registration NO.,..... (attach attested copy)
9. E.S.I . Registration NO.,..... (attach attested copy)

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

Financial Year	Amount (Rs. Lakhs)	Remarks, if any	Page Nos.
2017-18			
2018-19			
2019-20			

11. Give details of the major clients served/ presently being served by tendering Company/ Firm/ Agency in the following format:

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

Sl. No	Details of client along with address, telephone numbers and email address	Amount value of Contract (Rs. In Lakhs)	Duration		Page Nos.
			From	To	
1.					
2.					
3.					
4.					
5.					
6.					

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

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

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

Sl No.	Providing Service Since	Copy of work order	Page Nos
a.			
b.			
c.			

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

Signature of authorized person

Date:

Name:

Place:

Seal:

## **DECLARATION**

1. I, ..... Son/ Daughter/ Wife of Shri ..... Authorised signatory of the Company/ Firm/ Agency 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 NIDCL against any loss incurred by NHIDCL due to any act of omission or commission by the manpower deployed in NHIDCL through any Company/ Firm/ Agency.
4. My Company/ Firm/ Agency has not been blacklisted/ debarred from participating in tender of any Ministry/ Department/ PSU of Government of India in last three years.
5. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we/ am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law:

**Signature of authorized person (s)**

**Date:**

**Name:**

**Place:**

**Seal:**

### **ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Application – Technical Bid.
2. Attested copy of the Registration Certificate.
3. Attested copy of PAN/GIR Card.
4. Attested copy of GST registration letter/ certificate.
5. Attested copy of PF registration letter/ certificate.
6. Attested copy of ESI registration letter/ certificate.
7. Certified document in support of financial turnover of the agency during the last 3 years.
8. Certified document 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: Name of the RO/ PMU etc		
Name of the Work: Selection of Manpower Placement Agency for providing, services of ..... at Site Offices (SOs), Project Monitoring Units (PMUs) / Regional Office Imphal		
Contract No: F. No. ....		
Bidder Name:		
Sr. No.	Component of Rate	Rate of service/ agency charges in percentage (%) (up to two decimal points only) to be charges on total remuneration, excluding taxes
a.	Remuneration of Rate	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 Finance, Department of Expenditure OM No. 29 (1)/2014- PPD dated 28<sup>th</sup> January, 2014.
3. NHIDCL shall bear the expenses towards ESI, EPF, Maternity leave and other taxes as applicable as per Govt. rules from time to time.

UNDERTAKING

1. I submit the Financial Bid for **“Outsourcing services of .....)** at .....**Site Offices (SOs) Project Monitoring Units (PMUs)/ Regional Office Imphal in Manipur”**.
2. I/ We have thoroughly examined and understood all the terms and conditions as contained in the Tender document and agree to abide by them.
3. I also undertake and understand that my bid shall be liable to be rejected if I/we violate any of the terms and condition of this contact and any other statutory provisions relating to labour laws/ other statutory provisions in connection with supply of manpower.

(Signature and sealed of the Bidder / Authorized  
representative)

Signature of authorized person(s)

Date:

Name:

Place:

Seal:

**Annexure- III**

**DETAILS OF BANK ACCOUNT**

(RTGS/NEFT facility for receiving payments)

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

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

(Signature(s) of accountant holder(s)/  
Name(s) of Accountant 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 (Contact).

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/SO)
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 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 the 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 have 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 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 any 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 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 in conjunction with other colleagues, will be treated as a 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, safely, 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 regulations 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 or 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 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 damages 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 relationships 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 of expiry of the Work Assignment due to completion/ expiry of the same or in respect of the 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:
  1. Bio- data of the person
  2. Attested copy of the Certificates and documents showing age, educational Qualifications and experience,
  3. Character certificate from two Group – A / Class- I officers of the Central/ State Government,
  4. Certificate of verification of antecedents of persons by local police authority,
  5. Identity cards bearing photograph,
  6. "Aadhar" number of the persons deployed,
  7. Medical Fitness certificate from registered Medical Practitioner.

26. It is hereby clarified that if you fail to submit the ESIC, PF, etc nominations 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 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 reimbursement 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. In 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 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 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 above terms and conditions.

Signature \_\_\_\_\_

Date :

**PERFORMANCE BANK GUARANTEE**  
(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To

Executive Director (P),  
Regional Office- Imphal,  
National Highways and Infrastructure  
Development Corporation Limited (NHIDCL)  
2<sup>nd</sup> Floor Transit Hostel, Officer's club  
Lamphelpat ,Imphal – 795001, Manipur.

Dear Sir,

1. WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, ..... (Hereinafter referred to as "the Agreement for providing services of staff and supporting staff in Site Offices, Project Monitoring Units (PMUs) / Regional Office (RO), Manipur. AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") for due and faithful performance of its obligations, under and in accordance with the Contract Agreement, during the service period, covering two month in addition to the initial period of contract in a sum of Rs. 12.5 Lakh (Rupees Twelve Lakhs Only).

WHEREAS we \_\_\_\_\_ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the "NHIDCL" the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the bidder obligations during the service period under and in accordance with the Contract Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the bidder, such sum or sums up to an aggregate sum of the Guarantee Amount as the NHIDCL shall claim, without the NHIDCL being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from NHIDCL in that behalf and without delay/demur or set off, pay to NHIDCL any and all sums demanded by NHIDCL under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from NHIDCL to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention Mr. \_\_\_\_\_.

This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 26 months from the date of its execution. The Bank shall extend the Guarantee for a further period which may mutually decided by the bidder & NHIDCL. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder and the Bank.

The BANK also agrees that NHIDCL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and not withstanding any security or other guarantee that NHIDCL may have in relation to the Bidder's liabilities.

The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of NHIDCL or any other indulgence shown by NHIDCL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

This Guarantee shall be governed by the laws of India and the courts of Delhi shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this ..... Day of .....

Witness

(Signature)

(Signature)

(Name)

(Name)

Bank Rubber Stamp

(Official Address)

Designation with Bank Stamp

Plus Attorney as per Power of Attorney No.:

Dated