

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

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

Dated: 25.05.2018

TENDER DOCUMENT

Selection of Manpower Placement Agency for providing Technical personnel for working in NHIDCL Headquarters, New Delhi/ Branch Offices located across India, Ministry of Road Transport and Highways and at places where NHIDCL has been asked to provide such human resources.

Earnest Money Deposit	: Rs.1,00,000/- (One Lakh Only)
Cost of Bid documents	: Rs.1,000/-
Pre-Bid Conference	: 3:00 PM on 12.06.2018
Clarification on the Pre-Bid Conference (to be posted on www.nhidcl.com)	: By 5:00 PM on 13.06.2018
Last date and time for submission (Financial/Tech) Bids	: 3:00 P.M. on 21.06.2018
Date and time for opening of Technical Bids	: 4:00 P.M. on 21.06.2018
Date and time for opening of Financial Bids	: To be notified later on

Dated: 25.05.2018

TENDER NOTICE

National Highways & Infrastructure Development Corporation Limited invites sealed tenders under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Placement Companies/ Firms/ Agencies (henceforth called Agency) for providing manpower placement services of expert technical professionals in the field of **Civil Engineering (with experience in Construction/ Designing of National and State Highways, Airport Runways, Bridges and Tunneling etc.) and other engineering professional as may be required.** 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. The exact requirement of such manpower shall vary from time to time at the discretion of NHIDCL based on requirement.

2. The complete Tender Documents can be downloaded from the website of NHIDCL www.nhidcl.com.

3. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. **The technical bids** are to be submitted by both ways i.e. **Online as well as physically on** or before 21.06.2018 (1500 hours). The physical sealed bid super scribed “**Technical bid for selection of Manpower placement agency for providing Technical personnel for working in NHIDCL Headquarters at New Delhi and its Branch Offices located across India etc**” should be dropped in the Tender Box kept for the purpose at reception of NHIDCL at 3rd Floor PTI Building, 4 Parliament Street, New Delhi-110001 on or before the prescribed time and date.

4. **The Financial Bid** for selection of Manpower Placement Agency for providing Technical personnel for working in NHIDCL Headquarters at New Delhi and its Branch Offices located across India etc. **should be submitted only through online process at <https://eprocure.gov.in>** In case of assistance in this regard please contact Sh. Ravi Bharadwaj on his mobile number # 9953090169.

5. Interested Companies/ Firms/ Agencies may submit their bids complete in all respect along with Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) and other requisite documents on or before 21.06.2018 by 3:00 P.M. to the **GM (HR), National Highways & Infrastructure Development Corporation Limited, 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001.** **No bid shall be entertained after this deadline under any circumstance, whatsoever.** *The Technical Bids will be opened at 4:00 PM on 21.06.2018 itself and Financial Bids of only technically qualified bidders will be opened on a date to be notified later on, in the presence of authorized representative of the Bidders who wish to be present.*

6. 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.

GM (HR)

Copy to:

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

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The National Highways & Infrastructure Development Corporation Limited situated at 3rd Floor, 4-Parliament Street, New Delhi-110001 requires reputed, experienced and financially sound Manpower Placement Companies/ Firms/ Agencies (henceforth called Agency) for providing expert Technical professionals in Civil Engineering/ with experience in Construction/ Designing of National and State Highways, Airport Runways, Bridges and Tunneling etc (approx.about 100 to 120 nos.) and other engineering professional as may be required in future. Such deployments will be at field units, executive and managerial level in the NHIDCL Headquarters, its branch offices located across India, Ministry of Road Transport and Highways and in offices and places where NHIDCL has been asked to provide such manpower.
2. The contract will be for a period of **Two years** from the date of award of contract. The period of contract may be further extended for a period of one year on the same terms and conditions or curtailed/ terminated at any time before expiry of two year contract period depending upon requirement of NHIDCL.
3. The requirement of manpower may increase or decrease during the period of contract, based on the actual work requirement. The selected Agency would have to provide a panel of sufficient number of Professional possessing the requisite qualification/ experience out of which NHIDCL would reserve the right to select or return the same for further submission depending on their suitability.
4. The agency would also be responsible for regular training of the deployed personnel. However, actual expenses for the official travel & other contingencies as per the needs of the Company would be reimbursed by NHIDCL.
5. The Earnest Money Deposit (EMD) of **Rs.1,00,000/- (Rupees One Lakh Only)**, refundable (without interest) and cost of bid documents i.e. Rs.1,000/- (non-refundable) should be necessarily kept in the sealed cover containing Technical Bid of the Agency in the form of Demand Draft/ Pay Order drawn separately in favour of **“National Highways & Infrastructure Development Corporation Limited, New Delhi, payable at New Delhi”**, failing which the tender shall be rejected summarily.
6. The various crucial dates/ time related to **“For selection of Manpower Placement Agency for providing Technical Personnel for working in NHIDCL Headquarters at New Delhi”** and its Branch Offices located across India etc are as under:

(a)	Pre-Bid Conference	3:00 PM on 12.06.2018
(b)	Clarification on the Pre-Bid Conference (to be posted on www.nhidcl.com)	By 5:00 PM on 13.06.2018
(c)	Last date and time for submission of Tender documents	3:00 PM in 21.06.2018
(d)	Date and time for opening of Technical Tender documents	4:00 PM on 21.06.2018
(e)	Date and time for opening of Financial Bids of Tender documents	To be notified later on

7. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The technical bids are to be submitted by both ways i.e. Online as well as physically on or before 21.06.2018 (1500 hours). The physical sealed bid super scribed “**Technical bid** for selection of Manpower placement agency for providing Technical personnel for working in NHIDCL Headquarters at New Delhi and its Branch Offices located across India etc” should be dropped in the Tender Box kept for the purpose at reception of NHIDCL at 3rd Floor PTI Building, 4 Parliament Street, New Delhi-110001 on or before the prescribed time and date.
8. The **Financial Bid** for selection of Manpower Placement Agency for providing Technical personnel for working in NHIDCL Headquarters at New Delhi and its Branch Offices located across India etc. **should be submitted only through online process at <https://eprocure.gov.in>**. Similarly The **Technical Bid** should also be submitted **through online process at <https://eprocure.gov.in>**. In case of assistance in this regard please contact Sh. Ravi Bharadwaj on his mobile number #9953090169.
9. The exemption of Tender fee and EMD to NSIC registration certificates issued by MSME will be allowed as per the Govt. policy.
10. Successful bidder will have to deposit Performance Security of Rs.10,00,000/- (Rupees Ten Lakhs Only) **within seven (7) days** from the date of issue of LOA, in the form of Fixed Deposit Receipt (FDR) made in the name of the Agency but hypothecated to the **Managing Director, National Highways & Infrastructure Development Corporation Limited, New Delhi** or Bank Guarantee issued in favour of **Managing Director, National Highways & Infrastructure Development Corporation Limited, New Delhi** covering two months in addition to the initial period of contract. On subsequent renewal/ extension of the contract, the FDR/ BG shall accordingly be renewed by the successful bidder for two months in addition to the extended contract period.
11. In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the National Highways & Infrastructure Development Corporation Limited besides annulment of the contract and the agency become liable for blacklisting.
12. Conditional bids shall **not** be considered and will be summarily rejected in the very first instance.
13. A Pre-Bid conference would be held on 12.06.2018 At 03:00 PM. 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 by 5 PM of 13.06.2018.
14. The Technical Bid of tenders shall be opened at **4:00 P.M. on 21.06.2018** and Financial Bids of technically qualified bidders shall be opened on the date to be notified later on **at 3rd Floor, PTI Building, 4 - Parliament Street, New Delhi - 110001** in the presence of the authorized representative of the Bidder (if any), who are present on the spot at that time.
15. 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.
16. All entries in the tender form should be legible and filled clearly. If the space for furnishing the information is insufficient, a separate sheet duly signed by the

authorized signatory may be attached. Non-adherence to this stipulation shall render the bid as non-responsive.

17. Technical Bid must be Indexed and page numbered.

18. 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.

19. 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.

Technical Requirement For The Manpower Placement Agency 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 either in Delhi/ New Delhi or NCR region of Delhi.
 - (b) The Agency should be registered with the appropriate registration authority.
 - (c) The Agency should have successfully completed at least one work of similar nature valued not less than Rs.8 Crores or two works of 5 Crores each or three works of Rs.4 Crores each, during the last 5 (five) years [providing services of expert technical professional] to reputed Private Companies/ Public Sector Companies and/ or Government Department etc. during last seven years, proof of which should be enclosed with the Technical Bid.
 - (d) The Agency should be registered with GST.
 - (e) The Agency should be registered under Employees Provident Fund and Employees State Insurance Act.
 - (f) Copy of PAN card.
 - (g) Certificate of Annual Return from CA. **The average Annual Turn Over of the company should not be less than Rupees 5 crores and should have positive network during last 3 Financial years.**
2. Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in the sealed envelope containing Technical Bids.

DETAILS OF REQUIREMENT OF TECHNICAL MANPOWER

Qualification for Technical Professions (Graduate Engineer/ Site Engineer/ Site Supervisors/ Manager (Technical)/ Manager (Project) To Be Deployed By The Successful Agency In The National Highways And Infrastructure Development Corporation Limited: Its Branch Offices Spread Across India: Ministry Of Road Transport & Highways, New Delhi Etc (total existing requirement 100-120 Nos.)

He/ She should preferably **be below 30 years** as on the last date of submission of applications and should possess the qualification and experience as indicated below against each.

S.No	Name of the post	Qualification and experience	Proposed CTC at HQ (Rs.)	Proposed CTC at Site (Rs.)
1	Site Supervisors	First Class Diploma in Civil Engineering from Institution of repute with Two years relevant experience i.e. in Highways/ Tunnel/ Bridge/ Structures	-	20,000 plus 2,000 (as conveyance)
2	Trainee Graduate Engineers (P/T)	First Class B.Tech Degree in Civil Engineering from Institution of repute / Govt./ NIT/ IIT	30,000	35,000
3	Graduate Engineers/ Site Engineers (Grade-I)	First Class B.Tech Degree in Civil Engineering from Institution of repute/ Govt./ NIT/ IIT with One year relevant experience i.e. in Highways/ Tunnel/ Bridge/ Structures	45,000	55,000
4	Graduate Engineers/ Site Engineers (Grade-II)	First Class B.Tech Degree in Civil Engineering from Institution of repute/ Govt./ NIT/ IIT with Two years relevant experience i.e. in Highways/ Tunnel/ Bridge/ Structures	50,000	60,000
5	Graduate Engineers/ Site Engineers (Grade-III)	First Class B.Tech Degree in Civil Engineering from Institution of repute/ Govt./ NIT/ IIT with Three years relevant experience i.e. in Highways/ Tunnel/ Bridge/ Structures	55,000	65,000
6	Manager (P/T) (Grade-I)	First Class B.Tech Degree in Civil Engineering from Institution of repute/ Govt./ NIT/ IIT with Four years relevant experience i.e. in Highways/ Tunnel/ Bridge/ Structures	60,000	70,000
7	Manager (P/T) (Grade-II)	First Class B.Tech Degree in Civil Engineering from Institution of repute/ Govt./ NIT/ IIT with Five years relevant experience i.e. in Highways/ Tunnel/ Bridge/ Structures	65,000	75,000
8	Manager (P/T) (Grade-III)	First Class B.Tech Degree in Civil Engineering from Institution of repute/ Govt./ NIT/ IIT with Six years relevant experience i.e. in Highways/ Tunnel/ Bridge/ Structures	70,000	80,000
9	Senior Manager (P/T) (Grade-I)	First Class B.Tech Degree in Civil Engineering from Institution of repute/ Govt./ NIT/ IIT with Seven years relevant experience i.e. in Highways/ Tunnel/ Bridge/ Structures	75,000	85,000
10	Senior Manager (P/T) (Grade-II)	First Class B.Tech Degree in Civil Engineering from Institution of repute/ Govt./ NIT/ IIT with Eight years relevant experience i.e. in Highways/ Tunnel/ Bridge/ Structures	80,000	90,000

- Note:- (i) The proposed CST is variable and may change with time.
(ii) **For future requirements**, the requisite qualifications, experience and remuneration shall be decided and communicated from time to time.

Evaluation of bids (qualifying only)

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

Sl. No.	Parameters	Marks Allotted
1.	Length of experience of providing manpower services i.e. providing manpower to reputed Private Limited Companies/ Public Sector Companies and Government Department etc. (relevant proof to be attached with technical bids).	5 marks for each complete year subject to a maximum of 20 marks.
2.	Client profile - Number of Government organizations/ PSUs/ Private Limited Company served/ presently serving (relevant proof to be attached with technical bids)	5 marks for each client subject to maximum of 20 marks.
3.	Available infrastructure for providing services (which would include availability of systems for recruitment, training and placing professional technical resources, in terms of online resources). The necessary proof thereof to be enclosed for evaluation.	Maximum 10 marks (5 marks for website and 5 marks for online portal system of the firm for inviting applications).
4.	Level of client satisfaction for completion of works similar nature (providing manpower) valued not less than 4 Crore, during the last 5 (five) years (certificate from client organization to be attached with the technical bids). Maximum 15 best works would be considered for evaluation	Based on grading in the client certificate, 5 marks for each Excellent/ Very Good grading, 3 marks for each Good grading, 2 marks for each Satisfactory grading, subject to maximum 30 marks.
5.	Annual average turnover, during the last three years (relevant certificate from CA to be enclosed).	Maximum 20 marks 5 Marks for Annual Average Turnover of Rs.08 Crore or above; 10 Marks for Annual Average Turnover of Rs.10 Crore or above; 15 Marks for Annual Average Turnover of Rs.12 Crore or above; 20 Marks for Annual Average Turnover of Rs.14 Crore or above;

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

The combined and final evaluation:

- c. 100 marks will be awarded to the Agency who has quoted lowest 'Service Charges' in their Financial Bid (L-1) and pro-rata marks will be awarded to the other agencies accordingly.

Marks awarded to Financial Bid (Fn) = (Service Charges Quoted by L-1 / Service Charges Quoted by the agency) X 100

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

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

- e. The selected bidder shall be awarded the work based upon highest score obtained by them as has been shown above (i.e. H-1, bidder who is having the highest combined score of Technical and Financial bids).
- f. In case of tie in the combined Technical (Tn) and Financial (Fn) Scores the agency shall be selected or the award will be given to the agency by draw of lots in the office of MD, NHIDCL, as per the established procedure in presence of authorized representative of the bidders.
- g. NHIDCL shall draw a panel of up to the five selected bidders based on highest combined scores obtained by them in Technical and Financial bids. The highest scorer will be shortlisted for award of work.
- h. In case H-1 defaults, NHIDCL reserves the right to award the work to next highest bidder till H5, (i.e. H-2, H-3, H4, H5 in that order), provided the agency agrees to match the 'Service Charges' quoted by H-1, if their quoted 'Service Charges', are higher.

Terms and Conditions of Contract

General

1. The contract may be extended, on the same terms and conditions for a further specific period mutually agreed upon by the successful Agency and National Highways & Infrastructure Development Corporation Limited.
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.
3. The requirement of the National Highways & Infrastructure Development Corporation Limited may increase or decrease during the period of initial contract and the bidder would have to provide additional Manpower, if required on the same terms and conditions.
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 during initial period also after giving thirty days' notice to the contracting agency and in case of breach of terms of contract without any further correspondence in this regard.
6. **Duly authorized representative of Bidders will be allowed to participate in the bidding process on production of authorization letter.**
7. National Highways & Infrastructure Development Corporation Limited may ask for documentary evidence in respect of payment of statutory liabilities as and when required.
8. Service provider will pay the remuneration fixed by NHIDCL to the Technical/ Professional through RTGS in their respective Bank accounts under intimation to NHIDCL.
9. 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.
10. The Technical staff shall be entitled to one day paid leave (in addition to public holidays) for each completed calendar month that can be accumulated up to the end of the calendar year, beyond which such leaves cannot be carried forward. The leave must be availed of with the prior approval of his/her Controlling Officer and un-availed leaves shall not be eligible for encashment.

LIABILITIES, CONTROL ETC. OF THE PERSONNEL DEPLOYED IN NHIDCL

11. No Technical 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 technical staff so deployed shall comply with NHIDCL's rules and regulations as may be in force or as amended from time to time.
12. All drawings, documents, data, specifications, standards, manuals etc., issued or made available to technical 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.

13. The agency shall ensure that;
 - a) The technical staff deployed at NHIDCL maintains complete secrecy and confidentiality about their work assignments in NHIDCL.
 - b) The technical 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) The technical staff will not use 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 technical staff during the discharge of his/ her duties in NHIDCL shall rest exclusively with NHIDCL;
 - e) For the purpose of this Clause "Confidential Information" shall mean any knowhow, as well as any other knowledge, data or information of any technical, commercial or financial nature which is furnished to or obtained by outsourcing staff directly or indirectly, during execution of their duties, in NHIDCL.
14. NHIDCL provides equal opportunity to women for work. All technical staff shall show gender sensitizing.
15. Integrity: Each of the technical 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 availed at subsequent date with in a period of 30 days.
18. The Agency shall furnish the following documents in respect of the individual Manpower who will be deployed in or through the National Highways & Infrastructure Development Corporation Limited before the commencement of work.
 - a. List of persons deployed;
 - b. Bio-data of the person;
 - c. Attested copy of the Certificates and documents showing age, educational qualifications and experience
 - d. Character certificate from 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 successful Agency will be liable to take appropriate disciplinary/ legal action against such persons, including their removal from site of work, when required by NHIDCL.

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 Office 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 office timings. In case, person deployed is 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.
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 for duty on any day, leaving the job or is removed. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ 2 times the pro-rata remuneration per day per personnel on the service-providing agency.
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.
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 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.
26. The Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The National Highways & Infrastructure Development Corporation Limited shall, in no way be responsible for settlement of such issues whatsoever.
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 for 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 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

30. The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, GST, Provident Fund and Employees State Insurance etc., if applicable in respect of the persons deployed by it in/ or through National Highways & Infrastructure Development Corporation Limited.
31. 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.
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. The Tax Deducted at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provide to the agency by the National Highways & Infrastructure Development Corporation Limited.
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/ obligation, monetary or otherwise, the NHIDCL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary.

FINANCIAL

35. The Technical bid should be accompanied with Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh only) and cost of bid documents i.e. Rs.1,000/- (Rupees One Thousand Only), in the form of Demand Draft/ Pay Order drawn in favour of "**National Highways & Infrastructure Development Corporation Limited, New Delhi**" ***failing which the tender shall be rejected out rightly. The Average Annual Turn Over of the company should not be less than Rs.6 Crore.***
36. 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.**
37. 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 Managing Director, NHIDCL in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. However, NHIDCL shall not pay interest on any delay payment. The payment to the person deployed at NHIDCL should be made by the Agency through RTGS and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action and the photocopies of disbursed cheque/ documents, along with proof of receipt thereof by the workers will be submitted by the agency to the National Highways & Infrastructure Development Corporation Limited before the end of each month. NHIDCL shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.

38. 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.
39. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each Office Staff. Attendance along with certificate for satisfactory performance of the duties shall be provided to the agency for releasing payment to the Office staff deployed at NHIDCL.
40. The agency shall ensure that the remuneration to the deployed Office Staff is released by the 7th of the succeeding month, through RTGS and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action

General Manager (HR)
National Highways & Infrastructure
Development Corporation Limited

APPLICATION- TECHNICAL BID

For selection of Manpower Placement Agency for providing Technical professional Manpower for deployment in and through NHIDCL

1. Name of tendering Company/ Firm/ Agency.

2. a) Details of Earnest Money Deposit: Rs.1,00,000/- (Rupees One Lakh Only)

D.D/ P.O. No. & Date:
Drawn on the Bank:

b) Details of cost of bid documents: Rs.1,000/- (Rupees one thousand only)

D.D/P.O. No. & Date:
Drawn on the Bank:

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

4. Full Address of Regd. Office:
.....

Telephone No :.....
FAX No. :.....
E- Mail Address :.....

5. Full Address of Operating Branch:
.....
.....

Telephone No :.....
FAX No. :.....
E- Mail Address :.....

6. (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:

7. 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/ out-rightly be rejected and will not be considered for further evaluation. The originals documents shall be asked for verifications to the shortlisted firm after evaluation the bid(s)

a) Copy of Registration certificate:

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

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

- d) E.P.F. Registration No., if any:
(attach attested copy)
- e) E.S.I. Registration No., if any:
(attach attested copy)
- f) Proof of Annual Turnover of the firm for the last 3 years duly certified by a Chartered Accountant.
- g) Financial turnover of the tendering Company/ Firm/ Agency for the last three Financial Years with documentary proof and certificate of the Chartered Accountant thereof. (Attach separate sheet if space provided is insufficient)

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

- h) Give details of the major clients served/ presently being served by tendering Company/ Firm/ Agency in the following format:
(If the space provided is insufficient, a separate sheet may be attached)

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

- i) Copy of client satisfaction for completion of works of similar nature (providing Technical/ Professional Manpower) valued not less than 4 Crore each, during the last 5 (five) years.

S.No.	Details of client along with address, telephone and FAX numbers	Amount value of Contract (Rs. In Lakhs)	Grading awarded by Client		
			Excellent	Good	Satisfactory
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

- j) Length of experience of providing manpower services i.e. providing Technical/ Professional manpower to reputed Private Companies/ Public Sector Companies and Government Department etc.
- k) Details of available infrastructure in terms of systems for recruitment, training and placing professional technical resources, both in terms of physical infrastructure as well as online resources.

Details of online resources:

(a) Details of website(s) of the firm/company/agency.

(b) Details of online portal system of the firm/company/agency for inviting applications and placement of professionals).

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

Signature of authorized person (s)

Date:

Name:

Place:

Seal:

APPLICATION - FINANCIAL BID

For selection of Manpower Placement Agency for providing Technical professional Manpower for deployment in and through NHIDCL

1. All the Technical professionals in Civil Engineers with experience in Construction/ Designing of National and State Highways, Airport Runways, Bridges and Tunneling etc deployed in the National Highways & Infrastructure Development Corporation Limited will be paid their remuneration on monthly basis by the outsourcing Agency through individual bank accounts opened at **Syndicate Bank, Transport Bhawan** and the proof of amount transferred in the account of the deployed staff shall be submitted to the National Highways & Infrastructure Development Corporation Limited before the end of each month. National Highways & Infrastructure Development Corporation Limited shall verify the actual payment of statutory payments and if not satisfied shall withhold the payments due to the service provider in addition to other legal action.
2. The remuneration payable to the Manpower and the qualification and relevant work experience of the Manpower shall be decided by NHIDCL 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.
3. All statutory payments such as ESI, EPF, GST etc. are not be quoted by the bidders, only the administrative/ service charges to be charged by the service provider is to be quoted in column no. (C) below:

Sl. No.	Component of Rate	Amount in Rs. per person/per month
A	B	C
i.	Monthly remuneration payable to technical/ project professionals deployed by the agency.	Not to be quoted by Bidder. Shall be fixed by NHIDCL for various positions from time to time.
ii.	Employees Provident Fund	Not to be quoted by the bidder. It shall be paid as per rules framed by EPFO from time to time.
iii.	Employees State Insurance	Not to be quoted by the bidder. It shall be paid as per rules framed by ESIC from time to time.
iv.	GST Liability	Not to be quoted by the bidder. It shall be paid as per rules framed by Customs and Excise department from time to time.
v.	Agency Adm. / Service Charge/ Any other liability / Charges (Pl Indicate)	<p>To be quoted in % of the amount payable as in (i) above.</p> <p>(i) Quoted % In Words</p> <p>.....</p> <p>(ii) Quoted % In figure</p>

Signature of authorized person(s)

Date:

Name:

Place:

Seal:

Notes:

1. The Administrative/ Service Charge/ Any other liability/ charges (mentioned in para 3(v) above) to be charged by the service provider should be quoted in percentage term only on

remuneration to be paid to each personnel (excluding taxes as at para 3 (C) above). **The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies.**

2. In cases where the bidder has submitted “NIL” Charge/ Amount over and above the remuneration payable to the Manpower, the bid shall be treated as 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.

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Application - Technical Bid.
2. Attested copy of the Registration Certificate.
3. Attested copy of PAN/GIR Card.
4. Attested copy of the 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 Sl. no. column 7 of Technical Bid application.
9. Copy of the terms and conditions at page 10-14 in ‘Tender Notice’ with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
