

**National Highways & Infrastructure Development Corporation Limited
Branch Office Kathmandu, Nepal**

(A Public Sector Undertaking under the Ministry of Road Transport & Highways, Govt. of India)

New Baneshwor, Minbhawan
Shreenagar Madhya Marg
House no. 66, Kathmandu, Nepal

Dated: 23 July 2019

TENDER DOCUMENT

Selection of Manpower Placement Agency for providing services of Office Staff (such as Stenographers, Office Assistants, Data Entry Operators, Multi-tasking Staff, etc.) for working in NHIDCL Kathmandu.

Annual cost of the tender document	: Rs.200 Lakhs Nepali Rupee
Earnest Money Deposit	: Rs.2 Lakhs/- (Rupees Two Lakhs Nepali Only)
Cost of Bid documents	: NRs.1000/-
Pre-Bid Conference	: 1400 hrs on 22 July 2019
Clarification on the Pre-Bid conference (to be uploaded on www.nhidcl.com and uploaded and uploading of Tender)	: 1400 hrs on 23 July 2019
Last date and time for submission (Tech/Financial) Bids	: 1500 hrs on 07 August 2019
Date and time for opening of Technical Bids	: 1515 hrs on 07 August 2019
Date and time for opening of Financial Bids	: 1500 hrs on 13 August 2019

**National Highways & Infrastructure Development Corporation Limited
Branch Office Kathmandu, Nepal**

(A Public Sector Undertaking under the Ministry of Road Transport & Highways, Govt. of India)

New Baneshwor, Minbhawan
Shreenagar Madhya Marg
House no. 66, Kathmandu, Nepal

Dated: 11 July 2019

TENDER NOTICE

National Highways & Infrastructure Development Corporation Limited, Branch Office Kathmandu, Nepal invites tenders through 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 Office Staff in Nepal (such as Stenographers, Office Assistants, Data Entry Operators, Multi-tasking Staff, etc.). The contract shall be initially for a period of two years (*likely to commence from 01 October 2019* 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 w.e.f 23rd July 2019.

3. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. **The technical bids along with financial bids** are to be submitted by physical mode on or before 07 August 2019 (1500 hrs). The physical sealed bid super scribed "Technical bid for selection of Manpower placement agency for providing services of Office Staff (such as Stenographers, Office Assistants, Data Entry Operators, Multi-tasking Staff, etc.) for working in NHIDCL Kathmandu" should be dropped in the Tender Box kept for the purpose at reception of NHIDCL, New Baneshwor, Minbhawan, Shreenagar Madhya Marg, House no 66, Kathmandu, Nepal on or before the prescribed time and date. The financial bid should be kept inside the technical bid in a separate sealed envelope superscribed financial bid over it.

4. Interested Companies/ Firms/ Agencies may submit their bids complete in all respect along with Earnest Money Deposit (EMD) of Rs.2,00,000/- (Nepali Rupees Two Lakhs only), and other requisite documents on or before 07 August 2019 by 1500 hrs. to the **GM (Project), National Highways & Infrastructure Development Corporation Limited, Kathmandu** *No bid shall be entertained after this deadline under any circumstance whatsoever. The Technical Bids will be opened at 1515 hrs. on 07 August 2019 itself and Financial Bids of only technically qualified bidders will be opened on 13 August 2019 at 1500 hrs. in presence of authorised representative of the Bidders who wish to be present.*

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


Amiya Shrivastava
GM (Project)

Copy to:

1. MD & Director (A&F), NHIDCL
2. ED1V, NHIDCL, New Delhi
3. GM (HR), NHIDCL, New Delhi
4. IT - Cell - for display in NHIDCL and CPPP website

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

The Branch Office, National Highways & Infrastructure Development Corporation Limited situated at **New Baneshwor, Minbhawan, Shreenagar Madhya Marg, House no 66, Kathmandu, Nepal** requires services of a reputed, experienced and financially sound Manpower Placement Companies/ Firms/ Agencies (henceforth called Agency) for providing services of Office Staff (such as Stenographers, Office Assistants, Data Entry Operators, Multi-tasking Staff, etc.), in NHIDCL Branch Office Kathmandu and its Sub Offices.

1. The contract will be initially for a period of **Two years** (*likely to commence from 01 October 2019*) from the date of award of contract which may be further extended upon satisfactory performance for another period of one year. The period of contract shall be further extended on the same terms & conditions or curtailed/ terminated at any time before expiry of contract period depending upon requirement of NHIDCL.
2. The actual requirement of services, in terms of number of manpower may increase or decrease during the currency of contract. The selected Agency would have to provide a panel of sufficient number of Office Staff (such as Stenographers, Office Assistants, Data Entry Operators, Multi-tasking Staff, etc.), 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.
3. The Earnest Money Deposit (EMD) of **NRs. 2 Lakhs/- (Nepali Rupees Two Lakhs Only)**, refundable (without interest) 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,"** failing which the tender shall be rejected summarily.
4. Various crucial dates/ time relating to "For selection of Manpower Placement Agency for providing services of Office Staff (such as Stenographers, Office Assistants, Data Entry Operators, Multi-tasking Staff, etc.) for working in NHIDCL Branch Office Kathmandu and its Sub Offices are as under:

(a)	Pre-Bid Conference	1400 hrs on 22 July 2019
(b)	Clarification on the Pre-Bid Conference (to be posted on www.nhidcl.com)	1400 hrs on 23 July 2019
(c)	Last date and time for submission of Bids	1500 hrs on 07 August 2019
(d)	Date and time for opening of Technical Bids	1515 hrs on 07 August 2019
(e)	Date and time for opening of Financial Bids of the technically qualified bidders	1500 hrs on 13 August 2019

5. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The **technical bids along with financial bids** are to be submitted by physical mode on or before 07 August 2019 (1500 hrs). The physical sealed bid super scribed **"Technical bid for selection of Manpower placement agency for providing services of Office Staff (such as Stenographers, Office Assistants, Data Entry Operators, Multi-tasking Staff, etc.) for working in NHIDCL Kathmandu"** should be dropped in the Tender Box kept for the purpose at reception of NHIDCL, **New Baneshwor, Minbhawan, Shreenagar Madhya Marg, House no 66, Kathmandu, Nepal** on or before the prescribed time and date. The financial bid should be kept inside the technical bid in a separate sealed envelope superscribed financial bid over it.

6. 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.
7. Successful bidder will have to deposit Performance Security of NRs.6,00,000/-
8. (Nepali Rupees Six Lakhs Only) with 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 **National Highways & Infrastructure Development Corporation Limited, Kathmandu** or Bank Guarantee issued in favour of **National Highways & Infrastructure Development Corporation Limited, Kathmandu** 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.
9. The tendering Agencies are required to enclose duly self-attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/ outrightly be rejected and will not be considered for further evaluation. The originals documents shall be asked for verifications to the shortlisted firm after evaluation the bid(s) :-
 - (a) Registration Certificate.
 - (b) Copy of PAN/GIR card.
 - (c) Copies of the EPF and ESI Certificates issued by the Competent Authority.
 - (d) Copies of the Tax Registration Certificate issued by the Competent Authority.
 - (e) Proof of Annual Turnover of the firm for the last 3 years duly certified by a Chartered Accountant.
10. All entries in the tender form should be legible and filled clearly. If the space for furnishing the information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Non-adherence to this stipulation shall render the bid as non-responsive.
11. 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 22 July 2019 at 1400 hrs. 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 1400 hrs. on 23 July 2019. No queries shall be entertained after this date.
14. The Technical Bid shall be opened at **15:15 hrs. on 07 August 2019** and Financial Bids of technically qualified bidders shall be opened on the 13 August 2019 at 1500 hrs. at Kathmandu, NHIDCL, Branch Office 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. Technical Bid must be Indexed and page numbered.
17. 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.
18. 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 OF THE AGENCY PROVIDING SERVICES OF OFFICE 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 in Kathmandu (Nepal)
 - (b) The Agency should be registered with the appropriate registration authority according to the law of Nepal.
 - (c) The Agency should have successfully completed at least one work of similar nature valued not less than NRs.50 Lakhs or two works of NRs.30 lakhs each or three works of NRs.20 lakhs each, during the last 7(seven) years [providing services of Office Staff (such as Engineers, Stenographers, Office Assistants, Data Entry Operators, Multi-tasking Staff, etc.)] 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 by the Tax Department, Government of Nepal.
 - (e) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
 - (f) The agency must have Bank Account in Nepal since the payment to the agency as well as salary of employees is deposited in Nepal only.
 - (g) Copy of PAN card/ Registration Certificate.
 - (h) Certificate of Annual Return from CA. **The average Annual Turn Over of the company for the last three financial years should not be less than Nepali Rupees 1.5 crores.**
 - (i) The tender will be done in Kathmandu, Nepal.
2. Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in the sealed envelope containing Technical Bids.

ANTICIPATED REQUIREMENT

Tentative Requirements: The requisite qualification, experience, remuneration and no. of professional required shall be decided and communicated from time to time.

Designation	Tentative Requirement	Required Qualification and Experience	Proposed Monthly consolidated (Inclusive Of PF/ ESI, etc.) remuneration exclusive of applicable taxes and agency charges.
Engineers	18	B. Tech with 2 years' Experience	Monthly consolidated remuneration will be fixed as per the suitability of the candidate(s)
Office Assistant	1	Graduate with two years relevant experience	
DEO (Graduate)	7	Graduate with one year experience	
DEO (Under Graduate)		Perusing Graduation/ 12 th Passed from CBSE/ ICSE having one year experience	
MTS	9	Preferably Graduate	
Any Other	As per requirement of NHIDCL	As will be decided by NHIDCL	

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 staffs are already working (40 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 workings of NHIDCL.

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 Private 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 organizations served/ presently being served for providing Manpower (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 online systems for recruitment, training and placing professional technical resources, both in terms of physical infrastructures as well as online resources.)	05 marks for having physical system of inviting applications from candidates, 05 marks for hosting website for notifying vacancies and 10 marks for having capacity/capability/infrastructure for inviting online applications from candidates; subject to Maximum of 20 marks. Please provide website/ link details for the above purposes duly supported with relevant documents such as no. of computers, printers, examination hall, etc. without which no marks shall be awarded, against this point)
4.	Level of client satisfaction for completion of works similar nature (providing Office Staff) valued not less than 50 lakhs, during the last 7 (seven) years (certificate from client organization to be attached with the technical bids). Maximum four best works would be considered for evaluation	Based on grading in the client certificate, 5 marks for each Excellent grading, 3 marks for each Good grading, 2 marks for each Satisfactory grading, subject to maximum 20 marks.
5.	Sound financial standing of the tendering firm in terms of annual turnover, during the last three years (relevant certificate from CA to be enclosed).	5 marks for Annual Average Turnover between Rs. 3 crore and Rs. 5 crore, 8 marks for Average Annual Turnover between Rs. 5 crore and Rs. 8 crore, 11 marks for Average Annual Turnover between Rs. 8 crore and Rs. 11 crore, 14 marks for Average Annual Turnover between Rs. 11 crore and Rs. 14 crore, 17 marks for Average Annual Turnover between Rs. 14 crore and 17 crore, and 20 marks for Average Annual Turnover of Rs. 17 crore to 20 crore and above during the last three Financial years.

- 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 70% weightage shall be given to the Technical Bid and 30% weightage 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) = (0.7 X Tn) + (0.3 X Fn)

- e. The selected bidder shall be awarded the work based upon highest score obtained by them as has been shown above (i.e. H-1, bidder who is having the highest combined score of Technical and Financial bids).
- f. NHIDCL shall draw a panel of up to the 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.
- g. 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.

APPLICATION- TECHNICAL BID

For selection of Agency for providing services of Office Staff (such as Stenographers, Office Assistants, Data Entry Operators, Multi-tasking Staff, etc.) in NHIDCL.

- 1. Name of Tendering Company/Firm/Agency:
(Attach certificate of registration)
- 2. Name of Proprietor/Director of Company/Firm/Agency:
- 3. Full Address of Regd. Office:
.....
.....

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

- 4. Full Address of Operating Branch:
.....
.....

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

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

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

- (b) Telephone Number of Banker:

- 6. PAN/GIR No.:
(attach attested copy)
- 7. GST Registration No., if any:
(attach attested copy)
- 8. E.P.F. Registration No., if any:
(attach attested copy)
- 9. E.S.I. Registration No., if any:
(attach attested copy)

10. Financial turnover of the tendering Company/ Firm/ Agency for the last three Financial Years with documentary proof and certificate of the Chartered Accountant thereof. (Attach separate sheet if space provided is insufficient)

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

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

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

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

12. Copy of client satisfaction for completion of works of similar nature (providing office staff/manpower) valued not less than 50 lakhs each, during the last 7 (seven) years.

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

13. Length of experience of providing manpower services i.e. providing manpower to reputed Private Companies/ Public Sector Companies and Government Department etc.
14. Details of available infrastructure in terms of systems for recruitment and placing professional Management resources, both in terms of physical infrastructure as well as online resources.

Details of online resources:

Details of Physical Infrastructure:

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

Signature of authorized person

Date:
Place:

Name:
Seal:

DECLARATION

1. I, Son/ Daughter/ Wife of Shri.....
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 Agency for providing services of Office Staff (such as Stenographers, Office Assistants, Data Entry Operators, Multi-tasking Staff, etc.) in NHIDCL.

1. Name of tendering Company/ Firm/ Agency:.....

2. a) Details of Earnest Money Deposit: Rs.2,00,000/- (Rupees Two Lakhs Only)

D.D/ P.O. No.

& Date:

Drawn on the

Bank:

3. All outsourced staff deployed in the National Highways & Infrastructure Development Corporation Limited will be paid their remuneration on monthly basis by the Company/ Firm/ Agency through RTGS and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action.

4. The 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.

5. All statutory payments such as ESI, EPF, Service tax 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	Remuneration per person	Would be fixed by NHIDCL for various positions from time to time. <i>(Please refer page 7 of this document for rates)</i>
b	Service Tax	Not to be quoted by the bidder. It shall be paid as per relevant rules applicable from time to time.
c	Agency Adm./Service Charge/Any other liability/charges (pl. Indicate)	To be quoted in % of the amount payable as in (a) above _____% In words: _____%

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.

Please Note:

6. Justifications to the Financial Bid (service charges quoted in the financial bid) in terms of the following must be attached failing which the bid shall not be evaluated:-

- a) Cost of all other facilities as stated in scope of work.

The bid shall be rejected, in the absence of proper financial justification of the quoted 'Service Charges' against full and proper payment(s) of the item(s) as mentioned above.

Signature of authorized person(s)

Date:

Name:

Place:

Seal:

Notes:

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

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-contract its rights and liabilities under this contract to any other agency without the prior written consent of NHIDCL.
3. The actual requirement of services, and in turn the no. of staff, may increase or decrease during the currency of contract. The selected Agency would have to provide a panel of sufficient number of Office Staff (such as Stenographers, Office Assistants, Data Entry Operators, Multi-tasking Staff, etc.), 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 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. 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 Office Staff through RTGS in their respective Bank accounts under intimation to NHIDCL.
8. National Highways & Infrastructure Development Corporation Limited, shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.
9. Every outsourced staff shall be entitled to one day leave (in addition to public holidays) for each completed calendar month that can be accumulated up to the end of the calendar year, beyond which such leaves cannot be carried forward. The leave must be availed of with the prior approval of his/her Controlling Officer and un-availed leaves shall not be eligible for encashment.
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 NHIDCL (as per design approved by NHIDCL), containing the photo of the deployed personnel along with other details such as Name, DoB, validity, type of engagement i.e. designation, Name of the Outsourcing agency, place of deployment, etc.

LIABILITIES, CONTROL ETC. OF THE PERSONNEL DEPLOYED

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

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

General Liability of Outsourced staff:

The agency shall ensure that;

- a) The outsourced staff deployed at NHIDCL maintains complete secrecy and confidentiality about their work assignments in NHIDCL.
 - b) The outsourced staff shall ensure safe custody of all data/ information specific to any project of NHIDCL and shall maintain confidentiality in not divulging/ disclosing the same to any third party, under any circumstances.
 - c) Avoid use of any official information concerning NHIDCL for any non-official purpose;
 - d) The ownership and copyright of all data, drawings, reports and other documents, prepared by the outsourced staff during the discharge of his/ her duties in NHIDCL shall rest exclusively with NHIDCL;
 - e) For the purpose of this Clause "Confidential Information" shall mean any 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 outsourced support staff shall show gender sensitizing.
 15. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.
 16. The agency shall ensure that the individual person deployed in or through the National Highways & Infrastructure Development Corporation Limited is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.
 17. The persons deployed shall work as per the office timings of the office in which they are deployed. The persons deployed may be required to attend the office on Holidays or attend office before/ after office working hours based on the exigencies of work for which no additional payment shall be payable, however, compensatory off in lieu of the same may be permitted at subsequent date within a period of 30 days.
 18. The Agency shall furnish the following documents in respect of the individual Manpower who will be deployed in 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 deployed 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 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 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 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 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, 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.
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 provided
34. to the agency by the National Highways & Infrastructure Development Corporation Limited.
35. 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

36. The Technical bid should be accompanied with Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees Two Lakhs only) in the form of Demand Draft/ Pay Order drawn in favour of **"National Highways & Infrastructure Development Corporation Limited, Kathmandu failing which the tender shall be rejected out rightly. The Average Annual Turn Over of the company should not be less than Rs.1.5 Crore.**
37. 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.**

38. 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.
39. 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.
40. 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.
41. 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.


(Amiya Shrivastava)
General Manager (P)

National Highways & Infrastructure Development Corporation Limited

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Application - Technical Bid.
2. Attested copy of the Registration Certificate.
3. Attested copy of PAN/GIR Card.
4. Attested copy of the 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 column10-11 of Technical Bid application.
9. Copy of the terms and conditions at page 16-21 in 'Tender Notice' with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.