

**No.A-12024/01/2014-E.II (B)**  
**National Highway and Infrastructure Development Corporation Limited**  
**(A company under the Ministry of Road Transport & Highways)**

**TENDER DOCUMENT**

For providing Data Entry Operators, Multi Tasking Staff etc.  
(unskilled, semi skilled and skilled) manpower services to the  
National Highway and Infrastructure Development Corporation Limited

Manpower Agency

Last date and time for submission of Documents: - **3:00 P.M. on 12.12.2014**

Date and time for opening of Technical Bid of Tender Documents: - **4:00 P.M. on 15.12.2014**

Date and time for opening of Financial Bid of Tender Documents:- **3.00 P.M. on 19.12.2014**

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**No.A-12024/01/2014-E.II(B)**  
**National Highway and Infrastructure Development Corporation Limited**  
**(A company under the Ministry of Road Transport & Highways)**

Transport Bhawan,  
1, Parliament Street

New Delhi, the 21<sup>st</sup> November, 2014

**TENDER NOTICE**

Sealed tenders on behalf of the National Highway and Infrastructure Development Corporation Limited, are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies/Firms/ Agencies for providing Data Entry Operators, Multi Tasking Staff etc. ( unskilled, semi skilled and skilled) manpower services to the National Highway and Infrastructure Development Corporation Limited a company under the Ministry of Road Transport & Highways for a period of **One year, from date of award of contract**, which is extendable as per requirement. However, number of Data Entry Operators, Multi Tasking Staff etc. ( unskilled, semi skilled and skilled) manpower requirement may vary from time to time on the discretion of the Company.

2. Complete Tender Document can be downloaded from the website of this Ministry (<http://morth.nic.in>).
3. Interested Companies/Firms/Agencies may submit tender documents complete in all respect along with Earnest Money Deposit (EMD) of Rs.100000/- (Rupees One Lakh only), and other requisite documents on or before **12.12.2014 by 3.00 P.M.** to the **Managing Director, National Highway and Infrastructure Development Corporation Limited, Room No.101, Transport Bhawan, 1, Parliament Street, New Delhi.** *No tender shall be entertained after this deadline under any circumstances whatsoever. The Technical Bid of tenders will be opened at 4:00 PM on 15. 12.2014 and Financial Bid of tenders will be opened at 3.00 P.M on 19.12.2014 in the presence of authorised representative of Bidders as may wish to be personally present.*
4. This Company reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the National Highway and Infrastructure Development Corporation Limited in this regard shall be final and binding on all.

  
**(Sanjay Jaju)**  
**Director (A&F)**

**Copy to:**

1. Notice Board
2. NIC – for display in web-sites of National Highway and Infrastructure Development Corporation Limited and Ministry of Road Transport & Highways.

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The National Highway and Infrastructure Development Corporation Limited situated at Room No. 101, Transport Bhawan, 1, Parliament Street, New Delhi-110001 requires reputed, well established and financially sound Manpower Companies /Firms / Agencies to provide Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled) manpower assistance to its Officers.
2. The contract will be for a period of **One year** from the date of award of contract. The period of contract may be further extended or curtailed /terminated at any time before expiry of one year period depending upon requirement of the Company.
3. The Company has requirement of services of **Multi Tasking Staff**. It also requires **Skilled Data Entry Operators** who are well conversant with computers and essentially well trained in MS Word and desirably possess knowledge of LAN functioning, MS Excel and MS Power Point package/language. The requirement of the Company may increase or decrease during currency of contract.
4. The interested Companies/Firms/Agencies may submit the tender document complete in all respects along with the Earnest Money Deposit (EMD) for Rs.100000/- (Rupees One Lakh only), in the form of Demand Draft /Pay Order drawn in the favour of **Managing Director, National Highway and Infrastructure Development Corporation Limited** and other requisite documents in a sealed cover addressed to Shri Sanjay Jaju, Director (Admn. & Finance) and drop it in the tender box kept in Room No.101, Transport Bhawan, 1, Parliament Street, New Delhi-110001. The last date and time for receipt of tenders is 3:00 P.M. on 12.12.2014.
5. The various crucial dates relating to “Tender for Providing Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled) manpower to the National Highway and Infrastructure Development Corporation Limited” are cited as under:
  - (a) Last date and time for submission of Quotation (Technical & Financial, in **SEPARATE** (sealed covers) : 3:00 P.M. on 12.12.2014
  - (b) Date and time for opening of Technical Bids: 4:00 P.M. on 15.12.2014
  - (c) Date and time for opening of Financial Bids : 3.00 P.M. on 19.12.2014
  - (d) Likely date for deployment of required manpower: **01.01.2015**.
6. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are required to submit two separate sealed envelopes super scribing “Technical Bids for providing Data Entry Operators, Multi Tasking Staff etc. ( unskilled, semi skilled and skilled) manpower to the National Highway and Infrastructure Development Corporation Limited” & “Financial Bid for providing Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled) manpower to the National Highway and Infrastructure Development Corporation Limited”. Both sealed envelopes should be kept in a third envelope super scribing “Tender for providing Data Entry Operators, Multi Tasking Staff etc. ( unskilled,

semi skilled and skilled) manpower Services to the National Highway and Infrastructure Development Corporation Limited, New Delhi”.

7. The Earnest Money Deposit (EMD) of Rs.100000/- (Rupees One Lakh 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 in the favour of “**Managing Director, National Highway and Infrastructure Development Corporation Limited, New Delhi**”, failing which the tender shall be rejected summarily.
8. Successful bidder will have to deposit Performance Security Deposit of Rs.200000/- (Rupees Two Lakh only), in the form of Fixed Deposit Receipt (FDR) made in the name of the Company/Firm/Agency but hypothecated to the **Managing Director, National Highway and Infrastructure Development Corporation Limited, New Delhi** or Demand Draft in favour of **Managing Director, National Highway and Infrastructure Development Corporation Limited, New Delhi** covering the initial period. The FDR will have to be accordingly renewed by the successful bidder.
9. The tendering Companies /Firms/Agencies are required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further :-
  - (a) Registration certificate.
  - (b) Copy of PAN/GIR card.
  - (c) Copy of IT return filed for the last three financial years.
  - (d) Copies of the EPF and ESI certificates.
  - (e) Copies of the Service Tax registration certificate.
  - (f) Proof of annual turnover of the firm for the last 3 years.
10. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
11. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the bidder shall be summarily rejected. However, corrections if any, in the Technical Bid Application must be signed by the person authorized to sign the tender bids.
12. The Technical Bid of tenders shall be opened at **4.00 P.M on 15.12.2014** and Financial Bids shall be opened on the schedule date and time (**3:00 P.M. on 19.12.2014**) in **Room No.101, Transport Bhawan, 1, Parliament Street, New Delhi - 110001** in the presence of the authorized representatives of the Companies/Firms/Agencies (if any), who are present on the spot at that time.
13. The **Competent Authority** of the National Highway and Infrastructure Development Corporation Limited reserves the right to cancel any or all the bids without assigning any reason.

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**TECHNICAL REQUIREMENT FOR THE TENDERING**  
**COMPANY/FIRM/AGENCY.**

1. The tendering manpower Company/Firm/Agency should fulfil the following technical specifications and furnish attested copies of documents evidencing compliance with the specifications:-

(a) The Registered Office or one of the Branch Offices of the Manpower Company/Firm/Agency should be located either in Delhi/New Delhi or NCR region of Delhi.

(b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority.

(c) The Company/Firm/Agency should have at least three years experience in providing manpower to reputed Private Companies/Public Sector Companies/Banks and Government Department etc, proof of which should be enclosed with the technical bid.

(d) The Company/Firm/Agency should be registered with Service Tax Department.

(e) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.

(f) Copy of PAN card/IT return.

(g) Proof of working with Ministries/Government offices/organizations for **three years** and the number of persons deployed by the agency each year in the **last 3 years**.

(h) Certificate of annual return from CA. **The Annual Turn Over of the company should not be less than Rupees 4 crores.**

2. Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in the sealed envelope containing Technical bids.

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**TECHNICAL REQUIREMENT FOR DATA ENTRY OPERATORSTO BE DEPLOYED BY THE SUCCESSFUL COMPANY/FIRM/AGENCY IN THE NATIONAL HIGHWAY AND INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED WITH PROPER DOCUMENTARY PROOF.**

1. He/She should be at least 12<sup>th</sup> Standard pass (10 +2) and minimum 18 years of age completed.
2. He/She should shorthand speed of 80 words per minute and typing speed of 40 words per minute in English.
3. He/She should be well conversant with the working of the computers and knowledge of MS word is essential. Knowledge of LAN functions, MS excel and MS Power Point application is preferable.
4. He/She should submit Character certificates from two Group "A" or Class-I Gazetted officers of the Central Government /State Government.
5. His/her antecedents should have been got verified by the agency from the local police authorities.
6. He/she should have preferably 2 years experience of in reputed Public / Private institutions /Central/ State Government offices.

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**TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/FIRM/AGENCY IN THE NATIONAL HIGHWAY AND INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED WITH PROPER DOCUMENTARY PROOF.**

1. He/She should be preferably matriculate (10<sup>th</sup> pass) and minimum 18 years of age completed.
2. He/she should be physically fit for doing all types of Multi Tasking Staff jobs.
3. He/she should submit Character certificates from two Group "A" / Class-I Gazetted officers of the Central Government /State Government.
4. His/her antecedents should have been got verified by the agency from the local police authorities.
5. He/she should have preferably 2 years working experience in reputed Public / Private institution /Central/ State Government offices.

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**APPLICATION-TECHNICAL BID**

For providing Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled) manpower Services to National Highway and Infrastructure Development Corporation Limited.

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:

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Telephone No.  
FAX No.  
E-Mail Address

4. Full address of Operating Branch:

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

5. (a) Banker of Company/Firm /Agency  
(Full Address)  
(Attach certified copy of statement of  
of A/c for the last three years)  
(b) Telephone Number of Banker

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

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7. Service Tax Registration No., if any  
(Attach attested copy)

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8. E.P.F. Registration Number, if any  
(Attach attested copy)

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9. E.S.I. Registration Number, if any  
(Attach attested copy)

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

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2011-12		
2012-13		
2013-14		

11. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

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

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

12. 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 -----signatory of the 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. My agency has not been blacklisted/debarred from participating in tender of any Ministry/Department of Government of India and Government of India undertaking in the last Three Years.
4. 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:  
Place:

Full Name:  
Seal:

## APPLICATION - FINANCIAL BID

### For providing Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled) manpower Services to the National Highway and Infrastructure Development Corporation Limited

1. Name of tendering Company/Firm/Agency: -----
2. Details of Earnest Money Deposit: Rs.100000/- (Rupees One Lakh Only) D.D/P.O. No. & Date:  
Drawn on Bank:
3. All the Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled) deployed in the National Highway and Infrastructure Development Corporation Limited will be paid their wages on monthly basis by the Company/Firm/Agency through individual bank accounts opened at **Syndicate Bank, Transport Bhawan** and the photocopies of disbursed cheque/documents, along with proof of receipt thereof by the workers will be submitted to the National Highway and Infrastructure Development Corporation Limited before the end of each month. National Highway and 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.
4. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT Delhi. The agency will have to furnish an Affidavit that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities.
5. Rate per person/per month for Data Entry Operators, Multi Tasking Staff etc. ( unskilled, semi skilled and skilled) (8 hours excluding ½ hour lunch) is applicable as for Delhi Government Minimum Wages rates (Inclusive of minimum wages, plus all statutory payments such as EPF, Service tax showing the individual components. The administrative and service charges to be charged by the service provider to be quoted separately) with following break-up:

S. No.	Component of Rate	Amount in Rs. per person/ per month.
i.	Daily Wage Rate including existing Dearness Allowance (in accordance with Minimum Wage Act, 1948)	Not to be quoted by the bidder. Minimum wage rate fixed by Govt. of NCT of Delhi from time to time would be paid.
ii.	Employees Provident Fund @ % of 1 (if applicable)	Not to be quoted by the bidder. Rule framed by EPFO from time to time would be paid.
iii.	Employees State Insurance @ % of 1 (if applicable)	Not to be quoted by the bidder. Rule framed by ESIC from time to time would be paid.
iv.	Service Tax Liability @ % of	Not to be quoted by the bidder. Rule framed by Customs and Excise department from time to time would be paid.
v.	Contractors Adm./Service Charge/Any other liability/charges (pl. indicate)	

Date:  
Place:

Signature of authorized person  
Full Name:  
Seal:

**Notes:**

1. The administrative/Service Charge/Any other liability/charges (mentioned in para 5 (v) above) to be charged by the service provider to be quoted separately which will be the indicator of selection of L-1 bidder. **The amount so quoted should include liabilities viz. office uniforms (2 sets for each Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled), bonus (if any), of contractor towards deputed Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled) and also include expenses towards their day to day stationery/administrative work/duties.**

2. **In cases where the bidder has submitted “NIL” Charges/Amount over and above the minimum wages, the bid shall be treated as unresponsive and will not be considered in terms of the provisions of Ministry of Finance, Department of Expenditure OM NO. 29(1)/2014-PPD dated 28<sup>th</sup> 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 manpower.

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## Terms and conditions of contract

### General

1. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing Company/Firm/Agency and National Highway and Infrastructure Development Corporation Limited.
2. The contracting Company/Firm/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 this Company.
3. The National Highway and Infrastructure Development Corporation Limited, at present, is in requirement of manpower on urgent basis. The requirement of the National Highway and Infrastructure Development Corporation Limited may increase or decrease during the period of initial contract also and the bidder would have to provide additional manpower, if required on the same terms and conditions.
4. The bidder will be bound by the details furnished by him/her to the National Highway and Infrastructure Development Corporation Limited, while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.
5. The National Highway and Infrastructure Development Corporation Limited reserves right to terminate the contract during initial period also after giving three days notice to the contracting agency in case of breach of terms of contract.
6. **Duly authorized representative of Bidders will be allowed to participate in the bidding process on production of authorization letter.**
7. National Highway and 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 minimum wages to the persons deployed through individual bank accounts opened at **Syndicate Bank, Transport Bhawan, New Delhi.**
9. Participating firm need not indicate minimum wages/ESI Charges/EPF charge/Service tax charges. They would be given by the Company as per relevant rules.
10. **The administrative/Service Charge/Any other liability/charges (mentioned in para 5 (v) of page 11) to be charged by the service provider to be quoted separately which will be the indicator of selection of L-1 bidder. The amount so quoted should include liabilities viz. office uniforms (2 sets for each Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled), bonus (if any), of contractor towards deputed Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled) also include expenses towards in their day to day stationery/administrative work/duties.**
11. **Whenever minimum wage is revised by the Government of NCT of Delhi, the rate in the contract and the consequential statutory payments shall automatically get revised**

**keeping the Contractors Adm./ Contractor Service Charge/Contractor Any other liability charges unchanged.**

12. National Highway and 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.

**LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED.**

13. The contracting agency shall ensure that the individual manpower deployed in the National Highway and Infrastructure Development Corporation Limited is physically fit to discharge duties of Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled).

14. The National Highway and Infrastructure Development Corporation Limited is under the Union Ministry of Road Transport & Highways and has five days working (i.e. Monday to Friday) in a week from **9.00 AM to 5.30 PM** with a **lunch break of ½ hour from 1.00 PM to 1.30 PM**. Besides, the Company also observes the Gazetted holidays notified by the Government of India from time to time. The Data Entry Operators, Multi Tasking Staff etc.( unskilled semi skilled and skilled), however, may be required to attend the office on Saturdays/Sundays/Gazetted holidays or attend office before/after office working hours also in the exigencies of work for which the National Highway and Infrastructure Development Corporation Limited will make payment on pro rata basis.

15. The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Data Entry Operators, Multi Tasking Staff etc.( unskilled, semi skilled and skilled) who will be deployed by it in the National Highway and Infrastructure Development Corporation Limited before the commencement of work.

- a. List of persons deployed:
- b. Bio-data of the person.
- c. Attested copy of matriculation certificate containing date of birth;
- 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.

16. In case the persons employed by the successful Company/Firm/Agency commits any act omission/Commission which amounts to misconduct /indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary/legal action against such persons, including their removal from site of work, if required by the Company.

17. The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to the National Highway and Infrastructure Development Corporation Limited because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the National Highway and Infrastructure Development Corporation Limited.

18. The persons deployed shall be required to report for work at 9.00 AM to Director (Admin. & Finance) daily and would not leave before 5.30 PM. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted or any other action as deemed fit may be taken.

19. The agency shall depute a coordinator who would be responsible for immediate interaction with the National Highway and Infrastructure Development Corporation Limited so that optimal services of the persons deployed by the agency could be availed without any disruption.

20. The selected agency shall immediately provide a substitute in the event of any person absenting from duty on any day, leaving the job or is removed. The delay by the agency in providing a substitution beyond three working days shall attract a pre-estimated agreed liquidity damage @ Rs.200/- per day per person on the service-providing agency.

21. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in the National Highway and Infrastructure Development Corporation Limited and the National Highway and Infrastructure Development Corporation Limited will have no liability in this regard.

22. 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 National Highway and Infrastructure Development Corporation Limited. **The persons deployed by the agency in the National Highway and Infrastructure Development Corporation Limited shall not have any claims of Master and Servant relationship nor have any principal and agent relationship with or against the National Highway and Infrastructure Development Corporation Limited.** They shall in no case be entitled for claiming regularization/employment in the National Highway and Infrastructure Development Corporation Limited on the basis of having rendered services through the contractor.

23. The Service-providing Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The National Highway and Infrastructure Development Corporation Limited shall, in no way be responsible for settlement of such issues whatsoever.

24. The National Highway and 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.

25. The persons 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 Highway and Infrastructure Development Corporation Limited during the currency or after expiry of the contract.

26. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim or any absorption nor for any relaxation for absorption in the regular/otherwise capacity in the National Highway and Infrastructure Development Corporation Limited.

## LEGAL

27. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, Service tax, Provident Fund and Employees State Insurance etc., if applicable in respect of the persons deployed by it in the National Highway and Infrastructure Development Corporation Limited.

28. The tendering agency shall also be liable for depositing any taxes, levies, Cess etc. on account of service rendered by it to the National Highway and Infrastructure Development Corporation Limited to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

29. The tendering 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 Highway and Infrastructure Development Corporation Limited or any other authority under law. A compliance certificate in this regard will be submitted alongwith the bills every month.

30. The Tax 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 to the agency by the National Highway and Infrastructure Development Corporation Limited.

31. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the National Highway and Infrastructure Development Corporation Limited is put to any loss/obligation, monetary or otherwise, the National Highway and Infrastructure Development Corporation Limited 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 terms.

## FINANCIAL

32. The Technical bid should be accompanied with earnest Money Deposit (EMD), refundable, of 100000/- (Rupees One Lakh only), in the form of Demand Draft/Pay Order drawn "in favour of Managing Director, National Highway and Infrastructure Development Corporation Limited, New Delhi" failing which the tender shall be rejected outrightly. **The Annual Turn Over of the company should not less than Rupees 4 crores.**

33. 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. **Further, if agency fails to deploy required number of manpower against the initial requirement within 5 days from the date of placing the order the EMD shall stand forfeited without giving any further notice.**

34. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the National Highway and Infrastructure Development Corporation Limited besides annulment of the contract.

35. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Director(Admn. & Finance) in respect of the persons deployed and submit the same to the Managing Director 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. The payment to the manpower should be made by the agency through individual bank accounts opened at Syndicate Bank, Transport

Bhawan and the photocopies of disbursed cheque/documents, along with proof of receipt thereof by the workers will be submitted to the National Highway and Infrastructure Development Corporation Limited before the end of each month. National Highway and 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.

36. The amount of pre-estimated agreed liquidated damages calculated @ Rs.200/- 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 Company/Firm/Agency in the following month.

37. In case of revision of rates prescribed by the appropriate authority as minimum wage, revision of rates to the extent of increase/decrease in the minimum wage may be allowed by the National Highway and Infrastructure Development Corporation Limited.

38. The National Highway and 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 contracting parties.



(Sanjay Jaju)

Director(Admn. & Finance)

National Highway and 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 the latest IT return filed by the agency.**
5. **Attested copy of the Service Tax registration letter/certificate, if any.**
6. **Attested copy of the PF registration letter/certificate, if any.**
7. **Attested copy of the ESI registration letter/certificate, if any.**
8. **Certified document in support of financial turnover of the agency during the last 3 years.**
9. **Certified documents in support of entries in column 10-11 of Technical Bid application.**
10. **Copy of the terms and condition at page 13-18 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

### **ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

List of workers short listed by the agency for Data Entry Operators, Multi Tasking Staff etc. ( unskilled, semi skilled and skilled) Services in the National Highway and Infrastructure Development Corporation Limited containing full details i.e. date of birth, marital status, address etc.

1. **Bio –Data of all persons.**
2. **Character Certificate from two Group ‘A’/Class-I Gazetted Officers of the Central/State Government in respect of each person.**
3. **Certificate of verification of antecedents of all persons by local police authority.**