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TENDER FOR HIRING OF SUPPORT OFFICE STAFF SERVICES AT NHIDCL, RO-ITANAGAR

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

GD Apartment, Senki Park
Near Govt. Middle School
Division-IV, Itanagar
Arunachal Pradesh-791111

07/RO-ITA/GeM/Tender/2023/

Dated: .12.2023

TENDER FOR

Selection of Manpower Placement Agency from GeM

National Highways & Infrastructure Development Corporation Limited (NHIDCL)

GD Apartment, Senki Park
Near Govt. Middle School
Division-IV, Itanagar
Arunachal Pradesh-791111

Approximate Annual cost of the tender	₹ 2.76 Crores
Earnest Money Deposit	₹ 8.28 Lakhs
Performance Security Deposit	Performance Security Deposit shall be furnished @3% of Contract Amount

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

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

GD Apartment, Senki Park
Near Govt. Middle School
Division-IV, Itanagar
Arunachal Pradesh-791111

F.No. NHIDCL/07/RO-ITA/Manpower/2023

Date: .12.2023

Notice Inviting e-Tender (NIT)

1. National Highways & Infrastructure Development Corporation Limited invites e-tenders through GeM Portal 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 Middle Management Personnel (such as SAP, Accountant, OA/DEO/PA/Steno, MTS and other professional staff) at NHIDCL RO Itanagar and its Site Offices, Project Monitoring Units (PMUs), NHIDCL in the State of Arunachal Pradesh.

2. The estimated cost of the tender for One year is ₹ 276 Lakh. This has been calculated on the basis of manpower deployed and remuneration paid during the last year. This may, however, increase or decrease depending upon the number of persons actually deployed.

3. The contract shall be initially for a period of One **year** (*likely to commence from 01.01.2024*) 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.

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

5. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. **The technical bids** are to be submitted in **Online mode**. The Technical Bid must be submitted in prescribed application format given under **Section-III** of this tender document.

NB (i) Bids not submitted online on GeM portal shall not be considered at all.

(ii) MSME having valid registration certificates issued for providing similar services of manpower will be allowed exemption from EMD, etc. as per the Govt. policy, subject to submission of valid registration certificate with the Bid

6. **The Financial Bid** for selection of Manpower Placement Agency for **providing services of Support Office Staff (Middle Management Personnel (such as SAP, Accountant, OA/DEO/PA/Steno, MTS and other professional staff) at NHIDCL RO Itanagar and its Site Offices, Project Monitoring Units (PMUs), NHIDCL in the State of Arunachal Pradesh, only through online process at GeM Portal.**

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7. Interested Companies/ Firms/ Agencies may submit their bids online on GeM portal, complete in all respect, along with a scanned copy of the **Earnest Money Deposit (EMD) of Rs. 8.28 Lakhs (3% of the estimated value of bid)**, on or before the last date notified for bid submission to **National Highways & Infrastructure Development Corporation Limited**, GD Apartment, Senki Park, Near Govt. Middle School, Division-IV, Itanagar- 791111 **by speed post/Courier/Registered Post/ By Hand ar RO-Itanagar,NHIDCL**. The EMD in respect of the Agencies which do not qualify the Technical Bid (First Stage) shall be returned to them without any interest, upon receipt of a specific request from the concerned bidder.

8. The tender shall be governed by General Terms and Conditions given under **Section-I** of this tender document. 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.

9. Any amendment/ addendum/ corrigendum shall be notified only on the website of NHIDCL and GeM Portal

10. The agency should quote its financial bid with due care, taking into account all the expenses likely to be incurred on providing manpower services as NHIDCL shall not entertain any separate bill for reimbursement in this regard.

11. Scope of work of the tender is given under **Section-V** of the tender document.

12. Technical eligibility requirement are given under **Section-II** of the tender document.

13. Technical bid shall be evaluated based on the methodology given under **Section-IV** of the tender document.

14. **Most Important**

15. (i) The bidders should note that Technical and other information must be submitted in the Technical Application Format.

16. (ii) After completing the application, all the documents mentioned should be placed in only one window at GeM Portal with the heading "**EXPERIENCE CRITERION**".

17. (iii) No other window such as Average Annual Turnover (AAT), Exp. Criterion and additional document should be created or document should not be placed in different windows. If the documents are spread over in different windows, the bid shall be treated as "**Invalid**".


Executive Director (Projects)
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18. The Contract shall be initially for a period of one year from the dated of award of contract, which may be further extended upon satisfactory performance for another period of one year on the same terms and conditions or curtailed/terminated at any time before expiry of contract period depending upon requirement of NHIDCL.

Sr.no.	Name of work	Tender fees	Estimated work cost	Bid security	Period of Contract
01	RFP for Providing Manpower Services for Regional Office Itanagar & its PMUs/Site Offices at Arunachal Pradesh.	Rs 1,180 (Rs1000+18%@GST)	2.76 Cr	Rs 40,000	12 months

19. Interested Companies/Firms/Agencies/Individual may submit bid documents complete in all respect along with Bid Fees and Bid Security proof of payment made through NEFT/RTGS. Tender Fees Rs. 1180/(Non-refundable) and Bid Security Rs 40,000 (refundable) shall be deposit in the account details provided below. (The bidder shall make online payment of tender document fee and Bid security through RTGS/NEFT)

Account Name	NHIDCL Establishment
Account No.	79401010003153
IFSC Code	CNRB0003435
Bank Name & Branch	Canara Bank, Itanagar

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 (Sunil Kumar)
 Executive Director (Projects)
 National Highways & Infrastructure
 Development Corporation Ltd.
 Regional Office Itanagar

SECTION -I

GENERAL TERMS AND CONDITIONS OF THE TENDER

1. In case of breach of any of the terms and conditions attached to this contract, the EMD/ Performance Security Deposit of the Agency will liable to be forfeited by the National Highways & Infrastructure Development Corporation Limited besides annulment of the contract and the agency become liable for blacklisting.
2. Conditional bids shall **not** be considered and will be summarily rejected in the very first instance.
3. A Pre-Bid conference would be held as per schedule in the office of the NHIDCL GD Apartment, Senki Park, Near Govt. Middle School, Division-IV, Itanagar- 791111. The prospective bidders are welcome to attend the meeting for seeking clarification on any issue related to the tender documents. Interested Bidders seeking any clarification may participate in this conference. The written reply to these clarifications shall be posted on the Company website www.nhidcl.com as well as GeM portal. No queries shall be entertained after the pre-bid date.
4. 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.
5. **Technical Bid must be Indexed and page numbered**
6. **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.**
7. **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.**
8. The administrative/ service charge/ any other liability/ charges to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes). The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies, including maternity benefits etc.
9. In cases where the bidder has submitted "NIL" charge/ amount over and above the remuneration payable to the manpower, the bid shall be treated unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM No. 29(1)/2014-PPD dated 28th January, 2014.
10. The Validity of the bid shall remain in force for 90 days from the day of opening of Financial Bids.
11. The contract will be initially for a period of **One year** (*likely to commence from 01.01.2024*) 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 ~~Page 5 of 29~~ be extended on the same terms & conditions or curtailed/ terminated at any time before expiry of contract period depending upon requirement of NHIDCL.

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12. 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.

13. 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 persons for providing services of Middle Management Personnel (such as SAP, Accountant, OA/DEO/PA/Steno, MTS and other professional staff) at NHIDCL RO Itanagar and its Site Offices, Project Monitoring Units (PMUs), NHIDCL in the State of Arunachal Pradesh, out of which NHIDCL would reserve the right to select or return the same for further submission depending on their suitability.

14. 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 a breach of terms of Contract, making him/her liable for legal action, besides termination of contract

15. The National Highways & Infrastructure Development Corporation Limited, reserves the right to terminate/foreclose the contract any time after giving **Thirty days notice** to the contracting agency

16. National Highways & Infrastructure Development Corporation Limited may ask for documentary evidence in respect of payment of statutory liabilities as and when required.

17. Service provider will pay the remuneration fixed by NHIDCL to the deployed Support Office Staff personnel through RTGS/NEFT in their respective Bank accounts under intimation to NHIDCL on or before 7th of the succeeding month, without having any reference to the payment of preceding month.

18. 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.

19. Every outsourced staff shall be **entitled to one day paid leave** (in addition to public holidays) for each completed calendar month **and Six days Medical Leave (Annual)** 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.

20. The outsourced staff shall be required to render services under the supervision of NHIDCL Officers.

21. 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

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

23. 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:

24. The agency shall ensure that:

- a. The outsourced staff deployed at NHIDCL shall maintain 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 by 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.
- f. He/ She shall not write to NHIDCL management regarding any personal issues and shall take up with the outsourcing agency only. However, if any grievances regarding payment of wages in violation of Labour laws is to be made, it shall be addressed to ED (P), RO-Itanagar only.
- g. The agency while deploying manpower for requisite services shall clearly mention in the deployment letter that the performance of the person shall be reviewed periodically and he/she is liable to be withdrawn from deployment, if performance is not found satisfactory.
- h. The deployment of the manpower shall not exceed, in any case, beyond the final date of the service contract and all manpower deployment shall therefore, be co-terminus with the service contract awarded to the agency by NHIDCL. However, deployment of manpower can be terminated at any point of time before expiry of service contract, for the reasons of misconduct, unsatisfactory performance, project requirements etc.

25. NHIDCL provides equal opportunity to women for work. All outsourced support staff shall show gender sensitization.

26. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics at all times.

27. The agency shall ensure that the individual person deployed in or through the National Highways & Infrastructure Development Corporation Limited is physically fit, competent to

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discharge the duties assigned with the post and have requisite experience and qualifications.

28. 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 admissible, however, compensatory off in lieu of the same may be permitted at subsequent date within a period of 30 days at the discretion of the Competent Authority.

29. The Agency shall furnish the following documents in respect of the individual Manpower, who will be deployed in the National Highways & Infrastructure Development Corporation Limited at the time of commencement of the service contract and in respect of personnel deployed after commencement of service contract as and when a person is deployed.

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

30. The agency shall be required to submit to NHIDCL for review and approval the bio data of the personnel, along with attested copies of the certificates of qualification of personnel assigned to carry out the services. The agency shall submit the above details within 7 days of the requirements raised by NHIDCL and the shortlisted candidates shall be called for interaction/Trade Test before engagement. The selected candidates would be required to join their duties in NHIDCL within 15 days from the date of issuing letter by agency. The original testimonials of the candidates should be available with the agency for verification at the time of interview. If the empanelled agency is unable to provide suitable bio-data of the candidates after the requisitions made to them on two occasions during the agreement period, the agreement is liable to be terminated. Likewise, in case the shortlisted candidates fail to join on three consecutive occasions, NHIDCL shall be at liberty to terminate the agreement.

31. In case the personnel deployed by the successful Agency commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/incompetence, the Agency will be liable to withdraw from NHIDCL deployment of such persons, with a substitute with immediate effect and/or to take appropriate disciplinary/legal action against such persons including their removal from the site of work, when asked by NHIDCL

32. The Agency shall replace immediately any of its personnel who are found unacceptable to the National Highways & Infrastructure Development Corporation Limited because of security

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risks, incompetence, conflict of interest, improper conduct, habitual absence, not being punctual and regular in attendance, etc. on the instructions of the NHIDCL.

33. The staff deployed shall be required to report for work to the Competent Authority at NHIDCL daily and would not leave the office during the duty hours. Attendance shall be monitored by the Aadhar Enabled Biometric Attendance system or any other notified mode and all staff deployed shall be required to follow deployed office timings. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions leading to total loss time of more than 1.5 hours, one-day pro-rata remuneration shall be deducted or any other action as deemed fit may be taken.

34. 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. The coordinator shall:

- a. Co-ordinate with the NHIDCL on daily basis.
- b. Prepare the monthly attendance sheet as per the attendance register and get it certified by EIC or his authorized representative.
- c. Arrange filing of half yearly return of ESIC, if so required.
- d. Arrange filing of annual return of PF, if so required.
- e. Arrange medical attention to staff on hurt on duty in consultation with NHIDCL or his authorized representative.
- f. Shall handle cases of casualty.
- g. Medical fitness of staff as and when required.
- h. Resolving staff problem at site.
- j. Maintaining of all the labour laws registers, formats etc. in up to date condition.
- k. Other matters like joining formalities, issuance of appointment letters, identity cards, pay slips, issue of service certificates, etc. shall be handled by the agency.
- l. The agency shall provide Form 16 to all the persons deployed by it and also provide a copy to NHIDCL at the end of the financial year.

35. The Agency shall immediately provide a substitute in the event of any person absenting from duty on any day, leaving the job or is removed. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ 2 times the pro-rata remuneration per day per personnel on the service-providing agency.

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36. 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.

37. 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 claim of Employee and Employer 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/ promotion/ upgradation etc. in the National Highways & Infrastructure Development Corporation Limited, on the basis of having rendered services through the Contractor / agency. The agency will be solely responsible to defend any litigation in this regard, if raised by any of the outsourced staff in any forum/court of law.

38. 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.

39. 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.

40. The personnel deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to ad-hoc, deputationist or any other direct contractual employees of the National Highways & Infrastructure Development Corporation Limited during the currency or after expiry of the Contract.

41. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service providing agency shall neither be entitled to nor will have any claim for continuation or any absorption or any relaxation for absorption in the regular/ or any other capacity or continuation in any other project or in any capacity in the National Highways & Infrastructure Development Corporation Limited.

LEGAL

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

43. Medical Insurance @ Rs.5 Lakh and Personal Accidental Insurance @ Rs.10 Lakh for those deployed in field offices is to be taken by the outsourcing agency and the annual premium would be reimbursed by NHIDCL to the outsourcing agency.

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44. 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.

45. 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.

46. Taxes will be deducted as per the applicable laws, as amended from time to time and the certificate to this effect will be issued by NHIDCL.

47. 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.

48. The agency shall be liable for and shall hold harmless the NHIDCL against any liability(s), loss(s), expenses(s), damages, claims, suits, actions demands or proceedings, arising under any law for & on behalf of its manpower deployed in NHIDCL and for the act and conduct of its personnel deployed in NHIDCL.

49. All the rights and liabilities of the parties shall accrue from the date of award of letter of award.

50. In the event of any dispute arising after award of work/the execution of the Contract Agreement, the parties hereby agree to resolve the issues through Arbitration and shall follow the procedures as laid down in the Arbitration and Conciliation Act, 1996 (as amended from time to time). It is agreed that the disputes shall be referred to the Sole Arbitrator by the Executive Director (P), NHIDCL, RO-Itanagar. It is also agreed that the seat of Arbitration shall be at Itanagar. Except where otherwise provided for in the contract, all questions and disputes, claims, rights, matters or things whatsoever in any way arising out of or relating to the contract thereof shall be referred to the 'Dispute Resolution Committee' to be appointed by the Executive Director, NHIDCL before taking recourse for resolution of dispute through Arbitration. In case dispute is not resolved at Dispute Resolution Committee level and still persists, the same shall be referred to the Sole Arbitrator to be appointed by Executive Director, NHIDCL, RO-Itanagar. The Arbitrator to whom the matter is originally referred is either transferred or vacates his office or is unable to act for any reason, the appointing authority for Arbitrator, as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Provision of the Arbitration and Conciliation Act, 1996, as amended or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

51. The Itanagar High Court (Itanagar Bench) shall have the exclusive jurisdiction to try and entertain the suit/ petition over the matter.

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FINANCIAL

52. The successful agency will execute a Performance Security of **3% of the bid value** in the form of Demand Draft/ Pay Order from any Indian Scheduled/ Nationalized Bank drawn in favour of National Highways & Infrastructure Development Corporation Limited, New Delhi, payable at New Delhi or FDR made in the name of agency but hypothecated to Executive Director, NHIDCL, RO-Itanagar. Bank Guarantee issued in favour of NHIDCL, RO-Itanagar. The Performance Guarantee should remain valid for a period of 60 days beyond the completion of the period of contract.

53. In case the selected agency do not deposit performance security with the prescribed time in the LOA and fail to undertake the work upon award of 'Letter of Award' (LOA) within 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.

54. In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the National Highways & Infrastructure Development Corporation Limited without any prior written notice besides annulment of the contract and the agency become liable for blacklisting.

55. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by the Competent Authority, NHIDCL, RO-Itanagar) in respect of the persons deployed and submit the same to the Executive Director (P), RO-Itanagar of NHIDCL in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, NHIDCL shall not pay interest on any delayed payment. The payment to the person deployed at NHIDCL should be made by the Agency through RTGS/NEFT in the bank account and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action. NHIDCL shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.

56. 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.

57. 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.

58. The remuneration payable to the Manpower and the qualification and relevant work experience of the manpower shall be decided by NHIDCL, based on the qualifications and experience and the placement agency shall ensure that the deployed Manpower has the requisite experience and qualifications. The Agency will have to furnish an Affidavit that it is in compliance with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities thereon.

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59. All statutory payments such as ESI, EPF, Maternity Leave Pay, etc. are not to be included in their quote by the bidders, only the administrative/ service charges to be charged by the service provider and GST is to be quoted in financial bid.

60. Medical Insurance @ Rs.5 Lakh for those deployed at NHIDCL, RO-Itanagar, as well as in the field offices and Personal Accidental Insurance @ Rs.10 Lakh for those deployed in field offices is to be taken by the outsourcing agency and the annual premium would be reimbursed by NHIDCL to the outsourcing agency, on submission of insurance documents.

61. 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.

62. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed as certified by NHIDCL. Attendance along with certificate for satisfactory performance of the duties shall be provided to the agency for releasing payment to the staff deployed at NHIDCL.

63. The Agency shall ensure that the remuneration to the deployed staff is released by the 7th of the succeeding month, through RTGS/ NEFT and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action.

64. The selected bidder should submit its bill in duplicate (on printed bill sheets) within 1st week of every month for payment. The payment will be made within 10 days from the receipt of the bill.

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SECTION-II

TECHNICAL ELIGIBILITY REQUIREMENT OF THE AGENCY PROVIDING SERVICES OF SUPPORT OFFICE STAFF AT NHIDCL

The tendering Agency should meet the following technical yardsticks and furnish self-attested copies of documents in evidence of compliance else the bid will be treated as technically non-responsive:-

1. Should have a fully functional office at any place in Arunachal Pradesh or Assam. NHIDCL is at liberty to visit the said office at its discretion to see the functionality aspects.
2. The Agency should be registered with the appropriate registration authority.
3. The agency should be registered for GST, EPF, ESIC, PAN. Copies of the requisite certificates should be submitted.
4. Certificate from CA (having the CA's UDIN No) of Average Annual Turnover of the company for providing manpower services for the last 3 financial years (2019-20, 2020-21, 2021-22) and this average annual turnover should not be less than Rs (50% of the bid value). MSEs are exempted from this condition.
5. The Agency should have successfully completed at least one work of similar nature valued not less than 80% of the tender cost (Rs. 2,2080000) or two works not less than 50 % of the tender cost (Rs. 1,38,00,000) each or three works not less than 40% of the tender cost (Rs. 1,10,40,000) each, during the last 7 (seven) years for providing services of skilled/highly skilled manpower to reputed Public Sector Companies and/ or Government Department etc. during the last seven years ending 31.10.2023, proof of which should be enclosed with the Technical Bid.
6. The agency should submit an insolvency certificate for an amount of 20% of the tender cost (₹ 55.2 lakh) from its banker. The certificate should be issued after the bid notification issue date.
7. Declaration to the effect that the bidder has not been blacklisted/debarred from participating in any tender of any Ministry/Dept./PSU of the Government of India in the last three years. The certificate should be issued after the bid notification issue date.
8. A Certificate to the effect that the bidder agency is "Not under Liquidation" or court proceedings for liquidation are not initiated against it, should be submitted. The certificate should be issued after the bid notification issue date.
9. The bidder should not have been suspended/ debarred by the GeM during a period of one year i.e. from 01.11.2022 onwards. An affidavit on a stamp paper of Rs 10/- should be submitted by the bidder to this effect. The certificate should be issued after the bid notification issue date.
10. Must submit the proof of deposit of PF/ ESIC for the period from 01.01.2023 to 31.10.2023
11. Should have excellent performance record of providing similar services to Govt Dept./ PSUs as may be established by performance certificate issued by Government departments/ PSUs. The value of such a certificate must be mentioned by the issuing authority and should not be less than Rs (40% of the estimated bid value).

NB: In case of furnishing false information, the bid shall be treated "**Invalid**" and shall not be considered for evaluation.


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SECTION-III**APPLICATION- TECHNICAL BID**

1. For selection of Agency for providing services of Middle Management Personnel (such as IT Engineer/SAP, Accountant, OA/DEO/PA, MTS and other professional staff) at NHIDCL RO- Itanagar and its Site Offices, Project Monitoring Units (PMUs), NHIDCL in the state of Arunachal Pradesh.

SI. No	Particulars	Details to be filled by the Agency	Document/Certificate Page No.
1.	Name of the Tendering Company/ Firm/ Agency – attach certificate of registration	YES/NO	
2.	Name of Proprietor/Director of Tendering Company/ Firm/ Agency	YES/NO	
3.	Corporate Office/Head Office/ Registered office/business address of the Agency	YES/NO	
4.	Telephone/Mobile number, Fax numbers, Email	YES/NO	
5.	Name of Contact Person with Mobile No. & Email ID	YES/NO	
6.	Year of Incorporation/Constitution of the Firm/Agency - attach certificate of Incorporation	YES/NO	
7.	Whether registered with Registrar of Companies, Registration No., Date of Registration (Attach copy of Registration Certificate)	YES/NO	
8.	Income Tax - PAN No. (Attach attested copy of PAN & indicate pg no.)	YES/NO	
9.	GST No. (Attach attested copy of GST No. & indicate pg no.)	YES/NO	
10.	Whether the agency has successfully executed at least 01 (one) similar work costing not less than Rs.(80% of the bid value) or 02 (Two) similar works costing not less than Rs.(50% of the bid value) each or 03 (Three) similar works costing not less than Rs.(40% of the bid value) each during the last 7 years ending 31.10.2023 in Govt. Orgns/PSUs/other Govt. bodies. (Documentary proof to be enclosed)	YES/NO	
11.	<p>Details of average annual turnover towards supply of manpower services during the last three financial years i.e. 2019-20/2020-21/2021-22.</p> <p>N.B. The Turnover Certificate should be issued by a Chartered Accountant alongwith UDIN No. A certificate without UDIN No. shall be treated invalid.</p> <p>["In case the participating bidder is an MSE (Micro & Small Enterprise) certain relaxations with regard to prior turnover and prior experience are applicable on account of various policies of Govt. of India. The bidder is required to bring out the same along with the relevant documents"]</p>	<p>YES/NO</p> <p>Turnover for :-</p> <p>FY 2019-20 Rs</p> <p>.....</p> <p>FY 2020-21 Rs</p> <p>.....</p> <p>FY 2021-22 Rs</p> <p>.....</p>	
12.	Bank details of the agency in Annexure-I to the Tender	YES/ NO	

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13. Client profile for similar services in Govt departments/PSUs. Please provide details of 10 best clients in the format given. No document except these 10 shall be considered. Hence, bidders are advised in their own interest not provide any extra documents, otherwise bid shall be treated as invalid.

S. No.	Details of Client along with telephone number and email	Description of work	Contract Number and Date	Value of Contract	Stipulated date of completion of work order	Actual date of completion	Page number

14. Copy of client satisfaction for completion of works of similar nature valued not less than Rs.111 Lakh each, during the last 7 (seven) years ending 31.10.2023 to Govt Dept/PSUs/ organizations. Please provide on 05 best performance certificates.

S. No.	Details of Client along with telephone number and email	Contract Number and Date	Value of Contract	Stipulated date of completion.	Actual date of completion.	Date of Performance Certificate with value and Grading.	Please indicate whether Excellent/Outstanding, Very Good, Good, Satisfactory	Page Number

N.B. - Latest Performance Certificate in respect of ongoing service contracts may also be considered provided that the value of such completed period of contract is more than Rs. (40% of the bid value).

1. Details of EMD of ₹ 8,28,000 /-, in favour of National Highways & Infrastructure Development Corporation Limited, payable at Regional Office Itanagar”

DD/PO No. & Date

Bank Name

Date:

(Signature of Bidder/Authorized Signatory)

Place:

Address of the firm/Seal.....

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FINANCIAL BID

Tender Inviting Authority: National Highways & Infrastructure Development Corporation Limited, Regional Office-Itanagar.		
Name of Work: Selection of Manpower Placement Agency for providing services of Middle Management Personnel (such as SAP Consultant, Accountants, OA/DEO/PA/Steno, MTS etc.) at RO-Itanagar its, Project Monitoring Units (PMUs) in different regions of Arunachal Pradesh.		
Contract No: F.No. NHIDCL/RO-ITA/07/MANPOWER/2023-24/01		
Bidder Name : _____		
Sr. No	Details	
A	Component of Rate	Rate of service/ agency charges in percentage (%) (up to two decimal points only) to be charged on total remuneration, excluding taxes/GST
B	Agency Admn/ Service Charge	To be quoted in % of the amount payable as in (a) above _____ % In words _____ %

Note:

1. The administrative/ service charge to be charged by the service provider should be included in percentage service rate to be charged on remuneration to be paid to each personnel (excluding taxes). The amount so quoted should include all liabilities of the agency towards the deputed staff including arranging CVs/ written tests/ personal interaction preparing remuneration sheets, initial mobilization of staff at site and any other similar expenses.
2. In cases where the bidder has submitted "NIL" charge/ amount over and above the remuneration payable to the manpower, the bid shall be treated unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM No. 29(1)/2014-PPD dated 28th January, 2014.
3. NHIDCL shall bear the expenses towards ESI, EPF, Maternity leave and other taxes as applicable as per Govt. rules from time to time.

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

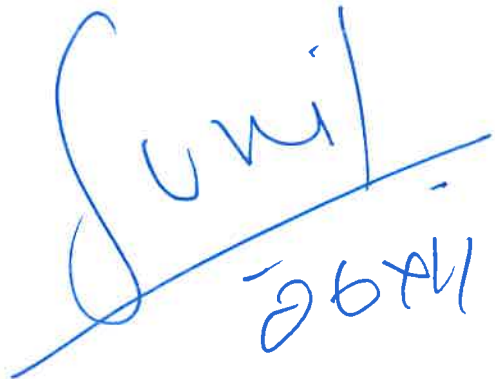
Signature of authorized person (s)

Date:

Name:

Place:

Seal:



SECTION-IV

EVALUATION OF BID

The responsive bids will be evaluated on the methodology of “Least Cost Selection”. Those who score 50 out of 100 marks shall be eligible for opening of financial bids. However, MSE & Start-ups firm shall be awarded qualifying marks in view of the fact that MSE/ Start-ups are exempted from Exp. and Annual Turnover criteria as per Govt of India policy/ However, it should be ensured that they have submitted valid MSE certificate. Moreover, they have valid certificate asked vide Sl. 06 to 10 of Section-II (Technical Eligibility). If such valid certificate is not provided, the Competent Authority in RO may take a view about validity of bid of such bidders.

Sl. No	Parameters	Marks Allotted
1.	Number of Govt. clients/ PSUs being served/ served during last five years up to (mention date as per bid invitation time i.e if bid is being invited in Dec, here 31.10.2023 could be mentioned). Work order value of each client should not be less than Rs. (40% of the bid value)	2 marks for each client (up to 276 Lakhs subject to a maximum of 20 marks.
2.	Proof of deposit of PF/ ESIC for a period from 01.01.2023 to 31.10.2023.	Two marks each for each month of deposit. Maximum marks: 20 marks
3.	Monitory value of Contracts. Average of THREE best contracts will be considered.	5 marks for average contract value of Rs 50 Lakh and up to Rs.1 crores 10 marks for average contract value of Rs 1 crores and up to Rs.1.5 crores, 15 marks for average contract value of Rs 1.5 crores and up to Rs.2.7 crores, 20 marks for average contract value of Rs. 2.7 crores and above. Maximum 20 marks.

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4.	<p>Level of Client Satisfaction for completion of works of similar nature (providing Support Office Staff personnel, similar manpower services) valued not less than Rs. (40% of the estimated bid value), during the last 7 (seven) years ending 31.03.2023. (Please give details in the prescribed format in the Technical Evaluation Form)</p> <p>Maximum FOUR best works would be considered for evaluation.</p>	<p>Based on grading in the client certificate,</p> <p>5 marks for each Excellent/ Outstanding grading,</p> <p>4 marks for each Very Good grading,</p> <p>3 marks for each Good grading.</p> <p>2 marks for each Satisfactory grading,</p> <p>subject to Maximum 20 Marks.</p>
5.	<p>Sound Financial Standing of the tendering firm in terms of Average Annual Turnover for providing similar Support Staff Manpower Services, during the last three years i.e., 2019-20, 2020-21 and 2021-22 {Not less than Rs (50 % of the bid value), relevant certificate from CA with UDIN no. to be enclosed}.</p>	<p>5 marks for Average Annual Turnover from Rs.1.38 crore and up to Rs.1.63 crore,</p> <p>8 marks for Average Annual Turnover more than Rs.1.63 crore and up to Rs.1.88 crore,</p> <p>11 marks for Average Annual Turnover more than Rs.1.88 crore and up to Rs.2.13 crore,</p> <p>14 marks for Average Annual Turnover more than Rs.2.13 crore and up to Rs.2.38 crore,</p> <p>17 marks for Average Annual Turnover more than Rs.2.38 crore and up to Rs.2.63 crore, and</p> <p>20 marks for Average Annual Turnover more than Rs.2.63 crore</p> <p>Maximum 20 marks.</p>

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- a. All the Technical bids shall be evaluated as per above criterion and shall be ranked in order of merit.
- b. Final selection shall be based on the Least Cost Selection (LCS) i.e. L-1 service charge quoted by the bidders.
- c. If there is a tie in L-1 score i.e. if the L-1 service charge rate is same in respect of more than one bidder, the contract shall be awarded to the bidder based upon highest score obtained by them.
- d. In case two or more bidders have the same Technical score, then the bidder with the higher average annual turnover will be considered L-1.
- e. In case L-1 defaults, NHIDCL reserve the right to award the work to next L-1 bidder by following same principle as in (c) above.

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SCHEDULE OF REQUIREMENT / SCOPE OF WORK

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

Designation	Tentative Requirement	Required Qualification and Experience	Monthly remuneration fixed by NHIDCL other than allowances. (Rs.)	Monthly consolidated remuneration (inclusive of PF, ESI) exclusive of applicable taxes and agency charges.
Dy. Manager(Fin)	1	Chartered Accountant/ Cost & Management Accountants	75,000	<p>Monthly consolidated remuneration (CTC) will be fixed as per the suitability of the candidate(s). However, at present, the monthly remuneration bill for the manpower is approx., Rs. 23 Lakhs per month + GST as applicable.</p> <p>The same can be modified and subsequently notified by NHIDCL at any time during the tenure of the assignment.</p>
Asst. Manager (Fin)	2	with relevant experience or Degree from a Recognized University or Institute and SAS with relevant Experience or having passed Intermediate level examination of Chartered Accountancy/ Cost Management Accountants with 03 years experience over and above prescribed for qualified CA/CMA/SAS.	66,000	
Jr. Manager (HR)	1	Degree from a recognized University, knowledge of computer applications, four years' experience in administration and establishment related work.	45,000	
Legal Professional	1	For fresh Law Graduates out of National Law University/ National Law schools, etc.	42,000	
SAP Consultant	6	Graduate with 3 Yrs. Experience in SAP	40,000	
Accountant	3	B.Com preference would be given to candidate having M.Com/Inter CA or ICWA.	32,000	

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Office Assistant	6	Graduate with 2 years relevant experience plus typing speed of 30 w.p.m. in English/Hindi	32,000	
Data Entry Operator	10	10+2 pass with 1 year experience plus Typing speed of 30 w.p.m. in English/Hindi	28,000	
PA/Stenographer	12	Graduate + proficiency in Stenography @100 w.p.m. or above plus typing speed of 45 w.p.m. or above in English/Hindi	35,000	
Multi Tasking Staff	25	10 pass and having good etiquette /manner, basic knowledge of Computer and Typing shall be desirable	23,000	
Security Guard	13	As per requirement	15,839.55	
Housekeeping (Full Time)	3	As per requirement	11,615	
Housekeeping (Part Time)	7	As per requirement	6,000	

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The requirement is tentative and may increase or decrease at the sole discretion of NHIDCL management.

NB:

- i. The above remuneration is the minimum to be paid and exclusive of GST as well as service charge/ commission of the agency. The bidder should therefore, give their quotes by including all statutory taxes as well as service/ commission charges.
- ii. However, statutory payments such as ESI, EPF, Maternity leave etc. are not to be included in the quote by the bidder.
- iii. On the above positions, some of the outsourced staff 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 working of NHIDCL. NHIDCL may also entrust the task of providing of other Manpower to the agency, if a need so arises, at the same rate/ terms and conditions.
- iv. Rs. 1,000/- PM is payable as communication allowance to all the persons deployed on outsource.
- v. Agency shall be required to provide uniform of the approved colour to MTS staff as per following details at the time of initial registration of the candidate(s), at the cost of agency every year, failing which the same will be provided by NHIDCL and cost of the same shall be recovered from the agency from their bill.
- vi. Field Allowance: In addition to the above remuneration, persons deployed on outsource basis shall be paid 10% field allowance.
- vii. The above remuneration is inclusive of all statutory payments like ESIC, employer's contribution towards PF, etc.
- viii. The persons deployed on outsource basis in the field offices shall be provided annual Health Insurance of Rs. 5 Lakhs and Accident Insurance of Rs. 10 Lakhs by the concerned manpower agency. The insurance premium shall be reimbursed to the concerned manpower agency by NHIDCL.
- ix. All payments to the outsourced staff, including remuneration, claims of TA/DA, etc. shall be made through the outsourcing agency.
- x. Requirement of staff on outsource basis is purely need based, hence, deployment will be considered and approved by the Competent Authority according to need.

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UNDERTAKING

I submit the Financial Bid for “**Outsourcing services of Middle Management Personnel (such as SAP, Accountant, OA/DEO/PA, MTS and other professional staff) at NHIDCL RO Guwahati and its Site Offices, Project Monitoring Units (PMUs), NHIDCL in the state of Arunachal Pradesh**” as envisaged in the Tender document.

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

(Signature and sealed of the Bidder/Authorized representative)

Signature of authorized person(s)

Date:

Name:

Place:

Seal:



Annexure-II

DETAILS OF BANK ACCOUNT

(RTGS/NEFT facility for receiving payments)

SlNo.	Particulars	To be filled by the bidder
1.	Name(s) of Account Holder(s)	
2.	Address of Account Holder(s)	
3.	Name of the Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

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

(Signature(s) of account holder(s)) Name(s) of
Account holder(s)



SIGNATURE OF BIDDER/ Authorized representative