# National Highways & Infrastructure Development Corporation Limited (HR/Admin Division)

3<sup>rd</sup> Floor PTI Building 4, Parliament Street, New Delhi- 110001

No. NHIDCL/GM (HR)/Opening of RO-Guwahati/2017

Dated: 20/01/2017

## **CIRCULAR**

Sub: Norms for setting up of Regional Office of NHIDCL at Guwahati including Delegation of Powers and norms for setting up of Site Offices.

With increasing thrust of delivery of projects in North-Eastern States in a time-bound manner and consequent need for monitoring of these projects on real time basis, it has become imperative to set up a Regional Office of NHIDCL at Guwahati with concomitant delegation of powers to the Executive Director (P) Guwahati.

The Executive Committee during its 24<sup>th</sup> meeting held on 09.01.2017 deliberated and laid down the following norms:

- i) Norms for setting up Regional Office of NHIDCL at Guwahati- Annexure-I
- ii) Delegation of Powers to the Executive Director (P)- Annexure-II
- iii) Norms for setting up Site Offices- Annexure-III

This issues with the approval of the Competent Aurthority.

(ANUP PURKAYASTHA) GM (Human Resources)

Encl: As stated above

#### Distribution:

- 1. All Executive Directors/ Executive Director (P)
- 2. All GMs (T/P)
- 3. All DGMs
- 4. All Branch Offices
- 5. IT cell for uploading on e-access
- 6. DM (Rajbhasa)- For hindi version

## Copy to:

- 1. PS to Chairman, NHIDCL
- 2. PS to MD, NHIDCL
- 3. PS to Director (A&F), NHIDCL

#### Norms for setting up of Regional Office of NHIDCL at Guwahati

The following norms are prescribed for setting up the New Regional Office of NHIDCL at Guwahati.

(i) The Regional Office (RO) shall be headed by an officer of the rank of Executive Director and supported by one officer of the rank of General Manager / Dy. General Manager, Manager and Support Staff. The Regional Office headed by Executive Director will look after the work in the States of Assam, Arunachal Pradesh, Meghalaya, Manipur, Nagaland, Mizoram, Tripura & Sikkim. All the Branch Officers in these States shall report to the Executive Director (P) at Guwahati.

## (ii) Hiring of Office Accommodation for Regional Offices

For hiring of office accommodation for Regional Office, the following norms shall be adhered to:

Office to be	Carpet area	Ceiling of rent	Maximum limit for Security
headed by	(sq.mtr)	(Rs.)	Deposit & Advance Rent
Executive Director	300.00	1,00,000/-	Three months rent as deposit and one month rent as advance

The following procedure shall be adopted for hiring office accommodation:

- a) An open advertisement in two local / regional dailies shall be given. Invariably out of the two regional dailies, one should be of the vernacular language.
- b) In case there is necessity of committing any annual rent increase in the lease Agreement, the same shall be negotiated with the owner and in no case, the annual rent increase shall be more than 4%
- Annual increase of 4% will be admissible only on annual extension and not on new hiring.
- d) In case of non availability of office accommodation within the prescribed monthly rent ceiling, the carpet area shall be reduced up to 75%.
- e) In case of any relaxation sought by a Regional Office from the above guidelines, the same should be referred to the HQ with full details / justifications.
- f) The proposed rental ceiling will be valid for a period of 3 years after which, they may be reviewed afresh.

## Office Furniture and other contingent payments

 The maximum ceiling for office furniture and recurring contingent expenses in RO will be as under;-

an le

SL		Amount In lakh			
No	Darticulare	Annual Budget	Remarks		
8, 4					
1	Rent, Rates & Taxes Expenses	6.00	1 lakh per month		
2	Communication Expenses	1.80	15 thousand per month		
3	Conveyance Expenses	12.00	One vehicle for ED @ 60 (Sixty) thousand per month and one Pool vehicle 40 (Forty) thousand per month		
4	Legal & Professional Exp.	0.50	Lump sum		
5	Remuneration of Outsourced Employee	15.00	One- Steno/PA, 2- OA, 1 - Accountant, 2-MTS, 1/2 Chowkidar & 1/2 Safaiwala to be appointed through outsourced agencies.		
6	Office Expenses	2.40	Rs 20 thousand per month		
7	Miscellaneous Expenses	2.40	Rs 20 thousand per month		
	Total (A)	40.10			
1	Salary & Wages Expenses (including allowances)		As per approved staff strength		
2	Traveling Expenses	3.00			
	Total (B)	3.00			
		1. 3.1. 3.1			
1	Office Equipments Exp.	5.00	Lump sum		
2	Furniture, Fixtures & Fittings Exp.	5.00	Lump sum		
	Total (C)	10.00			
	TOTAL (A+B+C)	53.10			

# (iii) Supporting Staff

The supporting staff will be as under:

1 110	sabbaining arou mu no no c	man.	
i.	GM/DGM (T)	:	01 Nos
ii.	Manager/Engineer	-	02 Nos
ii.	Steno/PA	÷	01 No.
iv.	Office Accountant		01 No.
V.	Office Assistant/DEO	•	02 Nos.
vi.	MTS	*	02 Nos.



The emolument shall be as per extant policy of the company, amended from time to time.

#### (iv) Vehicles for officers

For hiring of vehicles for Regional Office staff, the norms are as under:

SI No	Designation Type of vehicle		Monthly running ceiling limits		
1.	Head of the Regional Office(ED)	SUV	5,000 kms within the overall ceiling of Rs.60,000/- pm		
2.	Pool Vehicles – One no. for Managers/Site Engineer/ Site Supervisor	Bolero or equivale nt	3,500 kms within the overall ceiling of Rs.40,000/- pm		

The vehicles may be engaged by following normal financial canons / rules and procedures by inviting bids / quotations etc. It may be ensured that the vehicles which are hired shall be in excellent working condition and the model should not be older than three years, and with proper maintenance for reliable performance.

Delegation of Powers – Administrative, Financial and Technical to ED (P), Regional Office, Guwahati.

The following administrative, financial and technical powers are delegated to Executive Director (Projects), Regional Office, Guwahati in respect of the Branch Offices under his jurisdiction with immediate effect.

## Admin (including HR)

#### 1. Leave

- a) For officers at GM level
- Grant of all kind of leave except study leave and earned leave.
- (ii) Recommend grant of study leave and earned leave.

#### 2. Tour

- (i) Sanction tours of all officers outside the area of jurisdiction of GMs within North East.
- (ii) Recommend tours of all officers outside North East.
- 3. Engagement of Site Engineers/ Site Supervisors and Trainee Graduate Engineer (TGE) Shall recommend the staffing strength of Site Engineers/Site Supervisors and TGE considering the work load and send the requisition to NHIDCL, HQ for Site, Branch and Regional Offices as per established procedure.
- 4. <u>Transfer/Attachments of Managers</u> Transfer or attach (maximum attachment upto one month) Managers within Site Offices/ Branch Offices and Regional Office in North East. A copy of Transfer/ Attachment Order will be given to HQ NHIDCL.

## 5. Annual Performance Appraisal Review (APAR)

- (i) GMs The ED (P) shall be the Reporting Officer for APARs of all GMs in RO and BOs in the North East. Thereafter APARs will be sent to the concerned ED(T) in Head Quarters who will record their observations before sending for review and approval.
- (ii) <u>Dy. GMs and Manager</u> The ED (P) shall be the Reviewing officer of Dy. GM and Manager level in the Regional Office, Branch and Site Offices in the North East.

#### 6.Contract and Works

- (i). The ED (P) shall supervise the implementation of all projects in the North East through the concerned GMs.
- (ii). The ED (P) shall monitor the progress of all projects and ensure issue of relevant notices as per Contract Agreements to defaulting contractors by the concerned GM and Authority Engineer.

#### 8. Shifting of Utilities

- (i) Approve all estimates for shifting of utilities upto Rs.10 cr submitted by utility owning Departments and recommended by GMs concerned under intimation to NHIDCL, HQ.
- (ii) Recommend all estimates for shifting of utilities more than Rs.10 cr for approval by competent authority at the NHIDCL.
- (iii) Approve all bills for shifting of utilities recommended by the concerned GMs/DGMs of Branch offices for release of payments by NHIDCL HQ / Branch office.
- Estimates for Felling of Trees To approve all estimates for felling of trees/Compensatory
  aforestation submitted by the forest department and recommended by concerned GM under
  intimation to NHIDCL, HQ within sanction.
- Clearance from Railways To approve the estimates and railway charges proposals forwarded by the BOs under intimation to NHIDCL HQ, as these are fixed.

#### 11. O&M

- (i) O&M execution of works —To take monthly review of maintenance work and submit state wise reports to the NHIDCL HQ.
- (ii) Payment of O&M Works To Approve and release of payments for O&M works.
- (iii) Repair and maintenance work; ED (P) shall be Sanctioning Authority for works as under:

S. No	Total value of works including contingency Agency Charge etc.	Sanctioni ng Authority	Invitation of Tender	Opening and Evaluation of Technical Bid	Approval of Technica I Bid	Opening of Financial Bid	Approval of Financial Bid (up to 5% excess of cost put to tender)	Approval of Financial Bid (upto 15% excess of cost put to tender	Award and Agreement	Approval of Variation during execution of project up to the celling value of variation provided in the maintenance contract agreement with a maximum of 25 %
1	More than 25 Lakh but less than 3 Crore	ED (P)	GM (P)	Committee ED (P) GM (P) DGM (P)/ Manager (P)/ Accountant	GM (P)	ED (P) GM (P) DGM (P)/ Manger (P)/ Accountant	ED (P)	MD	ED (P)	MD

12. <u>Asset Management</u>: All Monitoring, Sampling Checks, Inventory Management shall be the responsibility of ED (P). Policy related issues would be dealt by the Competent Authority at NHIDCL, HQ

#### 13. Land Acquisition

- (i) Approve estimates for Land Acquisition submitted by CALA upto Rs.100 Cr per case duly recommended by GMs/DGMs of the Branch office under intimation to NHIDCL, HQ.
- (ii) Recommend all estimates for Land Acquisition above Rs. 100 Cr to HQ NHIDCL for approval of the Competent Authority.

14. Change of Scope and Shifting of Mile Stones — Examine and make appropriate recommendation for all proposals relating to change of Scope, shifting of Mile Stones and Extension of Time.

<u>Note</u>:-To avoid delay in processing and release of payments, all proposals for Mobilisation Advance and payments of IPC shall continue to be forwarded directly by Branch offices to HQ NHIDCL. A copy will however be given to ED (P).

15. Consultancy Agreements – The ED (P) shall monitor the implementation of agreements of all consultants engaged by NHIDCL for preparation of DPRs and work of all Authority Engineers.

#### Annexure-III

## Norms for setting up Site Office.

The following norms shall be followed for meeting various expenses for opening of site offices under administrative and financial control of the GM (P) of the concerned Branch Office with immediate effect:

	1		Amount In lakh
SL. No.	Particulars	Annual Budget	Remarks
7			
1	Rent, Rates & Taxes Expenses	2.40	Rs 20 thousand per month
2	Communication Expenses	0.60	Rs. 5000/- per month
3	Conveyance Expenses	5.00	One Pool vehicle @ Rs. 40,000/- per month
4	Office Expenses	0.60	@ Rs. 5,000/- per month
	Total (A)	8.60	
1	Salary & Wages Expenses (including allowances)		As per approved staff strength
2	Traveling Expenses	0.60	
	Total (B)	0.60	
1	Office Equipments, Furniture, Fixtures & Fittings Exp	1.00	Lump sum
	Total (C)	1.00	
	TOTAL (A+B+C)	10.20	F



# राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली 110001

# National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India 3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 2346 1600, www.nhidcl.com





सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

F. No/NHIDCL/HQ/Outsourced Staff/ E-184338/ 6375

Dated: 19<sup>th</sup> May 2020.

## OFFICE ORDER

# Subject: Personnel Engaged through Outsourcing Agencies - Remuneration

The revised terms and condition of Service (including remuneration) for personnel engaged through outsourcing agency would be as under:

- 1. Medical and Personal Accidental Insurance: Medical insurance @ Rs 5,00,000 (Rupees five lakh) for all outsourced staff at NHIDCL Hqrs and field offices (ROs/PMUs/SO). In addition, personal accidental insurance @ 10,00,000 (Rupees ten lakh) for outsourced staff engaged in the field offices. The medical and personal accidental insurance is to be taken by outsourcing agency and annual premium would be reimbursed by NHIDCL to the outsourcing agency.
- 2. TA/DA on tour: Dy. Manager and below levels would be entitled for hotel bill reimbursement @ Rs. 3000 per day and food charges @ Rs. 1000 per day. Manager and above levels would be entitled for hotel bill reimbursement @ Rs. 4500 per day and food charges @ Rs. 1000 per day. The hotel charges are exclusive of GST and will be reimbursed on production of receipts.
- 3. Annual Increase: The annual increase of 8% (eight per cent) shall be granted on 1<sup>st</sup> of July on completion of at least six months of engagement.
- 4. Travel: Air travel by economy class within India is admissible on sanctioned official tours.
- 5. In case of Inter-State transfer, a lump sum equivalent to 1.5 times of the monthly remuneration would be admissible. In case of Intra-State transfer involving change of residence, a lumpsum amount equivalent to 0.5 times of the monthly remuneration would be admissible. No TA/DA or lumpsum amount is admissible on first place of engagement.
- 6. Communication expenses: All personnel covered under this order shall be entitled for a commutation expense @ Rs. 1000/- pm.
- 7. **Re-fixation of Remuneration:** Remuneration of the existing personnel shall be re-fixed by notionally adding 20 per cent to their existing remuneration rounded off to next hundred and the remuneration so computed or amount mentioned in the table, whichever is higher.
- 8. Placement on higher level: There would be no automatic placement from a lower level to higher level. Proposal for placement in higher level with suitable recommendations from the concerned ED and from the concerned ED/GM at Hqrs would be sent to Admn in Hqrs for further necessary action.

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## 9. IT staff: Experience and remuneration rates for IT staff are given below:

S. No.	Designation	Place	Experience	Remuneration (Rs. per month)	Qualification
1	Sr Manager (IT)	Hqrs	12 years	96,000	B. Tech/ B.E in Electronics / IT / Computer Sciences /MCA/MSc
2	Manager (IT)	Hqrs	9 years	84,000	(IT) from a
3	System Engineer	Hqrs/ field office	4 year	54,000	recognized University / Institution. Preference shall be given to M. Tech / MBA (IT)
4	IT engineer	Hqrs	0-3 year	36,000	and having experience on government projects.

# 10. Engineering Staff: Experience and remuneration rates for Engineering staff are given below:

S. No.	Designation	Experience	Qualification	Remuneration (Rs. Per month)
1.	Sr Manager (P/T)	8 years	First class B. Tech Degree	90,000/-
2.	Manager (P/T)	4-7 years	in Civil Engineering from	84,000/-
3.	Graduate Engineer	1-4 years	an Institution of repute/	54,000/-
4.	Trainee Graduate Engineer	0-1 year	Govt./NIT/IIT	36,000/-

# 11. Support Staff: Experience and remuneration rates for Support staff are given below:

S. No.	Designation	Qualification	Remuneration (Rs. Per month)
1.	MTS	10 pass and having good etiquette /manner, basic knowledge of Computer and Typing shall be desirable	23,000
2.	DEO	10+2 pass with 1 year experience plus Typing speed of 30 w.p.m. in English/Hindi	28,000
3.	OA	Graduate with 2 years relevant experience plus typing speed of 30 w.p.m. in English/Hindi	32,000
4.	Accountant	B.Com. Preference would be given to candidate having M.Com/ Inter CA or ICWA	32,000
5.	Steno	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
6.	Young Legal Professional	(i) For fresh Law Graduates out of National Law University/ National Law Schools, etc.	42,000
7.	Jr Manager (HR)	Degree from a recognized University, knowledge of computer applications, four years experience in administration and establishment related work.	45,000

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12. Other Staff: There are some posts which are to be filled up by deputation or by contract failing which these are presently being filled up by outsourcing; for example, Deputy Manager (Finance), Assistant Manager (Finance) and Junior Manager (Finance). Experience and remuneration rates for engaging these personnel are given below:

S. No.	Designation	Remuneration Rs. Per month)	(Experience (years)	Qualification Required
1.	Manager (Finance)	80,000	8-10	Chartered Accountant/ Cost &
2.	Dy. Manager(Finance)	75,000	)-/	Management Accountants with relevant experience or Degree from a
3.	Assistant Manager (Finance)	66,000		recognized University or Institute and SAS with relevant experience or
4.	Junior Manager(Finance)	45,000		having passed Intermediate level examination of Chartered Accountancy/ Cost & Management Accountants with 3 years experience over and above prescribed for qualified CA/CMA/SAS.

- **13.** Field Allowance: In addition to the above remuneration, the outsource employees shall be paid 10% percentage of the above mentioned remuneration as field allowance.
- 14 The above remuneration is inclusive of all statutory payments like ESIC, employer's contribution towards PF, etc. but exclusive of insurance premium.
- 15. All payments to the outsourced staff, including remuneration, claims of TA/DA, etc. shall be made by the outsourcing agency.

These orders will come into effect from 01 June, 2020.

(Manoj Šahay) Director (A&F)

To:

- 1. Director (T)
- 2. All ED(T/P)
- 3. All GMs/DGMs
- 4. PS to MD, NHIDCL

# राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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A PUBLIC SECTOR UNDERTAKING

सार्वजनिक क्षेत्र का उपक्रम

F. No/NHIDCL/HQ/Special Allowance/E-184338/ 6374

Dated: 19th May 2020.

## OFFICE ORDER

Subject: Special Allowance based on risk, hardship etc posted in areas outside Delhi.

1. Special allowance based on Risk and hardship would be payable to all category of personnel viz Employees on Deputation, Personnel appointed on direct Contract and Staff deployed on Outsource basis. This allowance shall only payable to personnel posted outside Delhi. The factor used for calculation and the allowance at various levels are as under:-

		R1	R2	R3
Hardship	Risk based location	Assam, Meghalaya, Tripura, Sikkim, Uttrakhand, A&N	Ar. Pradesh, Nagaland, Mizoram, J&K	Ladakh
НЗ	Other town	1.2	2.4	4.8
H2	District Hqrs	1.15	2.3	4.6
H1	State Capital	1*	2	4

<sup>\*</sup> The 1 here means the figures shown in column 2 of Table 1.2.

## 1.2 Regional Offices:-

Designation	Assam, Meghalaya, Tripura, Sikkim, Uttrakhand, A&N	Arunachal Pradesh, Nagaland, Mizoram, J&K	Ladakh
1	2	3	4
Executive Director	10,000	20,000	40,000
General Manager	9,000	18,000	36,000
Dy General Manager	8,000	16,000	32,000
Manager	6.000	12,000	24,000
Below Manager	5.000	10,000	20,000

#### 1.3 For PMU and Site offices:-

Designation	Location	Assam, Meghalaya, Tripura, Sikkim, Uttrakhand, A&N	Ar. Pr., Nagaland, Mizoram, J&K	Ladakh
General	District Hqrs	10,350	20,700	41.400
Manager	Other town	10,800	21,600	43,200
Dy General	District Hgrs	9,200	18,400	36,800
Manager	Other town	9,600	18,600	37,200
Manger	District Hqrs	6,900	13,800	27,600
Manger	Other town	7.200	14,400	28,800
Below	District Hgrs	5,750	11,500	23,000
Manager	Other town	6,000	12,000	24,000

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2. <u>Location List (PMU/SO):-</u> Given below is an indicated list of Cities/Towns where the offices of NHIDCL are located. The Towns in the list may increase or decrease depending upon a new RO/PMU/Site Office getting opened or closed. The ED(P) concerned is required to assure that the special allowance as per this order is paid strictly as per the status of said place of posting:-

State/UT	State Capital	District Headquarters	Other town
Andaman & Nicobar Island	Port Blair	Mayabandar	
Assam	Guwahati	Tezpur, Chairali, Jorhat, Dibrugarh, Dhubri, Silchar	
Arunachal Pradesh	Itanagar	Namsai, Pasighat	Ziro, Likabali, Joram, Roing, Hunli, Anini, Kanubari, Hayulliang
Jammu & Kashmir	Jammu/Srinagar		Kehllani (2), Sonmarg, Akhnoor, Anantnag, Chatroo (Kishtwar), Chenani
Ladakh	Leh		
Manipur	Imphal	Churachandpur, Ukhrul, Noney	Thalon
Mizoram	Aizwal	Seiling,	Lunglei, Lawangtlai, Siaha
Meghalaya	Shillong	Tura, Mawkrawat	
Nagaland	Kohima	Dimapur, Mokakchung, Zunheboto, Mon	Pfutsero, Tinli
Sikkim	Gangtok		Ranipool, Raiangla, Rhenock
Tripura	Agartala		Teliamura, Kumaraghat, Shantibazar
Uttarakhand	Dehradun	Uttarkashi, Chamoli, Srinagar, Rudraprayag	Barkot
West Bengal		Siliguri	

These orders will come into effect from 01 June, 2020.

(Manoj Šahay) Director (A&F)

To:

- 1. Director (T)
- 2. All ED(T/P)
- 3. All GMs/DGMs
- 4. PS to MD, NHIDCL

## राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

F. No/NHIDCL/HQ/Direct Contract/E-184338/6373

Dated: 19th May 2020.

## OFFICE ORDER

# Subject: Remuneration of Personnel Engaged on Contract.

The fixation of pay and of consolidated allowances for retired officials engaged on contract basis, would be regulated in the following manner:

- Pay: Last Pay drawn minus pension for personnel from pensionable service and 50% of last pay drawn for personnel from non-pensionable service (e.g. Autonomous bodies, CPSUs and Statutory Authority), including cases where the personnel had served partly in pensionable and partly in non-pensionable service.
- 2. An annual increase of 5% of the pay drawn in NHIDCL on 1<sup>st</sup> July rounded off to next hundred. The annual increase shall be granted on completion of at least six months of contract service on 1<sup>st</sup> July.
- 3. Field Allowance In addition, a Field allowance (applicable for posting in North Eastern Region, J&K, Ladakh and Andaman and Nicobar) is given below. Further, such personnel who leave behind their families and are not staying in the transit accommodation, are entailed to HRA of the place (as per GOI rules) calculated at the minimum of the applicable pay level.

Designation (pay level)	Consolidated allowance (Rs. Per month)	Field allowance (Rs. Per month)
Executive Director (pay level 14)	65000	14,420
General Manager (pay level 13)	48000	12,310
Dy General Manager (pay level 12)	35000	7,880
Manager (pay level 11)	31000	6,770
Dy. Manager (pay level 10)	27000	5,310
Asst manager (pay level 9)	19000	4,760
Junior Manger (pay level 8)	15,000	3,540

- 4. Dearness Allowance: As per GOI orders applicable for serving employees.
- 5. TA/DA: TA/DA including travel entitlement on tour would as per orders.

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6. Transfer: In case of Inter-State transfer, a lumpsum amount equivalent to 1.5 times of the Pay

fixed in NHIDCL would be admissible. In case of Intra-State transfer involving change of

residence, a lumpsum amount equivalent to 0.5 times of the Pay fixed in NHIDCL would be

admissible.

7. Air Travel: Air travel by entitled class per GOI orders for the applicable pay level from the

old place of posting to the new place of posting is admissible. No TA/DA or lumpsum is

admissible on first place of engagement.

8. Leave: 12 days leave and 06 days medical leave in one calendar year will be allowed. These

leave are non-lapsable and non en-cashable.

9. Joining time: Three days (excluding travel time) joining time shall be allowed on inter-state

transfer.

10. Vehicle: In case an exclusive vehicle is provided to ED, a sum amount of Rs 15,000/- per

month shall be deducted from the emoluments.

These orders will come into effect from 01 June, 2020.

(Manoj Sahay) Director (A&F)

To:

1. Director (T)

2. All ED(T/P)

3. All GMs/DGMs

4. PS to MD, NHIDCL

## राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

F. No/NHIDCL/HQ/Filed Office/E-184338/

Dated: 19th May 2020.

## Office Order

## Subject: Consolidated Instructions for Management of Field Offices

The following consolidated instructions are issued on matters relating to: (i) Staffing; (ii) Office Establishment; (iii) Hiring of Vehicles; (iv) Expenditure ceiling; (v) Norms for engagement of outsourced personnel; (vi) Leave entitlement of outsourced personnel; (vii) Delegation of power for grant of leave, approving tour programme, engaging outsource agency/Staff, transfer/attachment of staff in RO/PMU/SO; (viii) Imprest advance; (ix) Opening and operation of Bank Account; (ix) Annual verification of Fixed assets (Form GFR 22 of GFR 2017) and (x) format for handing over/taking over of charges:-

## 1. Staffing Norms

Sl. No.	Staff strength	RO	PMU	Site office
1.	Executive Director (P)	1	-	-
2.	General Manager (P)	-	1	_
3.	Dy General Manager (P)	1	-	-
4.	Manager (Finance)/Dy Manager(F)	1	-	-
5	Manager (P)	2	2	2
6	Graduate Engineer	3	3	
7	Jr Manager (HR)	1	-	-
8.	Accountant	2	1	-
9.	IT engineer	1	1	
10.	Young Legal professional	· 1	-	-
11.	OA/DEO	4	2	-
12.	PA/Steno	2	2	-
13.	MTS	4	2	1
14.	LA consultant	1	-	-
	Total	24	14	3
15.	Security /Housekeeping	As per requirement		

Note: (i) RO shall have only DGM rank officer and supported by other staff. No GM shall be posted to RO. (ii) The PMU may be headed by the GM/DGM as the case may be. The PMU shall report directly to ED at RO.

1.1 Executive Director (P) and General Manager (P)/ Dy General Manager (P) would be posted by NHIDCL Headquarters.

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- 1.2 Personnel at Serial no 4 and 5 shall be engaged either on deputation/ contract/ Outsourcing through an agency, engaged by NHIDCL Hqrs but the selection would be done locally by the ED. Selection Committee shall be headed by ED(P), other members may be nominated by the ED(P). The offer of appointment and disbursement would be done by outsourcing agency through NHIDCL HQrs.
- 1.3 Personnel at Serial no 6 and 7 would be hired through outsourcing from the agency engaged by NHIDCL Hqrs but the selection would be done locally by the ED. Selection Committee shall be headed by the ED(P), other members may be nominated by the ED(P). The offer of appointment and disbursement would be done by outsourcing agency through NHIDCL HQr.
- 1.4 Personnel at Serial no 8 to 12 would be hired by ED(P) through outsourcing by following due process of advertisement and selection. Selection Committee may be constituted locally by the ED(P). The standard format for tendering *Annexure-I* shall be used for engaging outsourcing agency. The standard terms and conditions for deployment of staff to be issued by outsourcing agency would be as per *Annexure II*.
- 1.5 ED(P) would follow the guidelines of MoRTH (19.04.2016 as amended from time to time) for engagement of LA Consultant (Sl. No.13) (*Annexure-III*).
- 1.6 Security /Housekeeping in the RO/PMU should be outsourced to an agency after assessment of requirement and following due process of selection. Preference may be given to ex-servicemen.

#### 2. Office Establishment

2.1 Hiring of Office Accommodation: The following norms shall be adhered to:

Office	Carpet area (sqmtr.)	Ceiling of monthly rent (Rs.)	
Regional Office	500	1,50,000	
PMU	300	1,00,000	
Site office	100	25,000	

The following procedure shall be adopted for hiring office accommodation:

a) Preference may be given to government space. In case office space from Central Government/Sate Government/PSU/ Government agency is available, ED(P) may finalise the office space without resorting to advertisement and the rentals should be based on authority of state government. ED(P) is competent to sanction works regarding repair and renovation of the said Government building subject to a maximum of Rs. 10 Lakhs.

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- b) Residential property can be hired only if extant rules allow opening of offices in residential areas.
- c) The tendering process including advertisement should be followed.
- d) In case there is necessity of committing any annual rent increase in the lease Agreement, the same shall be negotiated with the owner and in no case, the annual rent increase shall be more than 4%.
- e) Annual increase of 4% will be admissible only on annual extension and not on new hiring.
- f) In case of non-availability of office accommodation within the prescribed monthly rent ceiling, the carpet area shall be reduced up to 25 *per cent*.
- g) In case of any relaxation sought by a field office from the above guidelines, the same should be referred to the HQ with full details/ justifications.
- h) The proposed rental ceiling will be valid for a period of 3 years after which, they would be reviewed.
- i) Standard rent agreement format for all ROs/PMUs, as specified in *Annexure IV*, is to be used.
- j) Residence of officers/staff should normally not be in the office space. However, due to security reasons, transit camp can be co-hired in or adjacent to the office space for RO/PMU/SO in Nagaland, Manipur, Arunachal Pradesh, Srinagar and Ladakh. The ED(P)s of these states are competent to decide and hire the campus at their level. The space so hired would be in addition to the ceiling prescribed for office accommodation. In case any other State requires such facility, it shall send the proposal to HQ with justification for approval.

#### 2.2 Vehicles

RO	PMU	Site office	Rental ceiling
ED (P) – one	GM/DGM - One	- •	For ED(P):- SUV or any vehicle - 3,000 Kms within the
Two Inspection vehicles	Two Inspection vehicles	vehicle	overall ceiling of Rs 85,000/-(Inclusive of all taxes)per month.  For all others:- Any vehicle - 3,000 Kms within the overall ceiling of Rs. 65,000/- (Rupees Sixty Five Thousand only inclusive of all taxes) per month.

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- a) Field offices should follow the extant norms and procedure for hiring of vehicles. The contract should be entered initially for two years for RO, one year for PMU and Site Offices and extendable by one year based on satisfactory performance.
- b) It should be ensured that none of the staff, their relatives or any of the contractor/vendor /agencies assigned works/contracts is considered for hiring of vehicles. A certificate in this regard should be obtained from the agency/contractor to this effect.
- c) An extra vehicle for carrying security personnel (wherever State Police Personnel is provided for Security) within the limit of Rs, 55,000/- PM (inclusive of taxes).
- d) The ED(P) can sanction the vehicles upto 10% of the ceiling indicated in the column 2.2.
- **2.3 Expenditure Ceiling:-** Every RO/PMU/Site office will prepare a budget estimate for the full financial year, covering the heads mentioned below. The ED (P) would vet the estimates of the PMUs and Site offices under their jurisdiction and submit it to Finance wing of Hqrs (GM (Finance)) by 20<sup>th</sup> of March of the preceding financial year, to enable Hqrs to allocate funds. Explanations for each item should be given.

Sl.No.	Particulars	Annual Ceiling (Rs. in lakh)		akh)
		RO	PMU	Site office
1.	Rent, Rates & Taxes Expenses	As per norm	s specified.	
2.	Electricity and water charges	As per actua	ıl	
3.	Legal & professional charges		e approved nel to be pre ED(P)s.	
4.	Salary/remunerations /TA & DA expenses	As per actuals		
5.	Payment for vehicles	As per contract		
6.	Payment to outsourced staff	As per contract		
7.	Repair and renovation of Government Buildings hired on rent	10.00	7.5	2.5
8.	AMC for IT equipments/ ACs/water coolers	1.50	1.00	0.50
9.	Office expenses	10.00	6.00	1.50
10.	Furniture, fixtures & Fitting Exp. (lump sum at time of opening of office)	10.00	6.00	1.00
11.	Office equipment including IT equipment (Lump sum at the time of opening of office)	10.00	5.00	1.00

2.4 All procurement of goods and services are delegated as under:-

Item	Purchase by ED	Purchase by GM/DGM of PMU
Off the shelf purchase	Upto Rs. 1,50,000/-	Upto Rs. 50,000/-
Purchase by three quotations	Upto Rs. 5,00,000/-	Upto Rs. 2,00,000/-
Purchase through limited tender	Upto Rs. 10,00,000/- (through Internal Purchase Committee)	Upto Rs. 3,00,000/-
Purchase through open tender	Any amount (through Internal Purchase Committee)	Upto Rs. 5,00,000/-

Note:- For any purchase beyond Rs. 5,00,000/-, the purchase has to approved from the Internal Purchase Committee chaired by the ED(P) with DGM/Manager(Fin.), Accountant and One GE as other members.

3. Delegated powers for establishment purpose:

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**3.1** Sanction of leave (CL/EL/etc):- The Leave sanctioning authority in respect of ROs/PMUs/SO is given below:

Particulars	Upto 2 days	Between 3 days	More than 5 days
	10 10 mm	and 5 days	
ED(P)	MD		
GMs/DGMs in PMU	ED(P)	Dir (T)	MD
All employees in ROs upto	ED(P)		Director (T)
Manager except Manager	A75- C0003		
(Finance) & Jr Manager (HR)			
Manager (Finance)/Jr Manager	ED(P)		Director (A&F)
(HR)	25 22		
All employees in PMU except	GM/DGM	ED (P)	Dir(T)
DGM/GM		N 2	
All employees in Site office	GM/DGM	ED (P)	

- **3.2** <u>Tour:</u>- ED(P) is authorized to sanction tours of all officers and staff within the area of his jurisdiction.
- **3.3** Transfer of Staff in RO/PMU/SO:- ED(P) can transfer employees/staff (other than GM/Dy GM) within his jurisdiction under intimation to Headquarters. In cases where persons are engaged by outsourcing agency, orders for their transfer shall be issued by the outsourcing agency.
- 3.4 Opening/Closing of Site Offices:- The ED(P) on need basis may open maximum of 2 Site Offices within a year under intimation to HQrs. He may also close and Site Office under intimation to the HQrs.
- 3.5 <u>Permanent Advance / Imprest</u>: Permanent Advance/Imprest for meeting day to day contingent and emergent expenditure as per limits mentioned below has been sanctioned as required for smooth functioning. Expenditure incurred from Imprest would be within the ceilings allocated for respective heads of expenditure. Procedures for maintenance of permanent advance or Imprest as available in para 10.12 of the Civil Accounts Manual and orders issued from time to time needs to be scrupulously complied with.

RO	PMU	
Rs. 50,000	Rs. 20,000	

4. Bank Account etc.:- Procedure for opening and operation of bank accounts is given in Annexure V.

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- 5. Fixed Assets:- A Register for fixed assets in the RO, PMU and SO is to be maintained in the prescribed format (Form 22 of GFR 2017). Also, the fixed assets should be verified at least once in a year (in April) and the outcome of the verification recorded in the corresponding register. Discrepancies, if any, shall be promptly investigated and brought to account.
- 6. Handing over/Taking over: Format for handing over /taking over charge including NOC is given in *Annexure VIA* (For PMU, RO) *and Annexure VIB* (For Site Offices).
- 7. These orders will come into effect from 01 June, 2020.

(Manoj Sahay) Director (A&F)

To:

- i. Director (T)
- ii. All EDs (T/P)
- iii. All GMs/Dy.GM
- iv. Office order book

# (STANDARD FORMAT FOR TENDERING)

F.No. NHIDCL//2020	Dated:
TEN	DER FOR
Selection of Manpower Placement Agency Project Monitoring Units (PMI	for providing services of at Js) / Regional Offices (ROs)
National Highways & Infrastructure Deve	lopment Corporation Limited (NHIDCL)
Annual cost of the tender document	
Earnest Money Deposit	
Performance Security Deposit	
The information provided by the bidder become the property of NHIDCL and will not amend, rescind or reissue this Tender Docume the bidders and such amendments will be bind corrigendum shall be notified only on the webs	ent and all amendments will be advised to ding on them. Any amendment/ addendum/

NB: Any addendum/ corrigendum relating to this tender shall be notified on the website

\*\*\*\*\*\*

of NHIDCL.

# **CONTENTS OF BIDDING DOCUMENT**

## **INDEX**

SI.	Description	Section/
No.		Annexure
1.	Notice Inviting e-Tender (NIT)	Section -1
2.	Instructions For Online Bid Submission	Section -2
3.	Scope Of Work And General Instructions For Tenderers	Section -3
4.	Terms and Conditions of Contract	Section -4
5.	Schedule of Requirements (SRs)	Section -5
6.	Technical requirement and Bid Evaluation Criterion	Section -6
7.	Technical Bid Form	Annexure-I
8.	Financial Bid Form	Annexure-II
9.	Detail of Bank Account Form	Annexure-III

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#### Notice Inviting e-Tender (NIT)

The contract shall be initially for a period of two years (likely to commence from ......) 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.

The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The technical bids are to be submitted by both methods i.e. Online as well as physical mode on or before 10.03.2020 (1500 hours). The physical sealed bid super scribed ".....should be dropped in the Tender Box kept for the purpose at reception of NHIDCL at 3<sup>rd</sup> Floor PTI Building, 4 Parliament Street, New Delhi-110001 on or before the prescribed time and date alongwith Bank Draft/ Demand Draft on account of EMD. The Technical Bid must also be submitted through online process at https://eprocure.gov.in. In case of any assistance in this regard please contact Sh. Ravi Bharadwaj on his mobile number #9953090169. Bids not submitted online on CPP portal shall not be considered

- Interested Companies/ Firms/ Agencies may submit their bids complete in all respect along with Earnest Money Deposit (EMD) of 2 to 5% of contract value and other requisite documents on or before ...... Paper copy of Technical bid with EMD should be sent to ...... Online bids should also be submitted by this time and date. No bid shall be entertained after this deadline under any circumstance whatsoever. The Technical Bids will be opened at ...... and Financial Bids of only technically qualified bidders will be opened on adate to be notified later
- 4. NHIDCL reserves the right to amend or withdraw any of the terms & conditions contained in the Tender Document or to reject any or all bids without giving any notice or without assigning any reason thereof. The decision of the National Highways & Infrastructure Development Corporation Limited in this regard shall be final and binding on all the bidders.

## 2. INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

## 2.2 **REGISTRATION:**

a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Online Bidder Enrolment" option available on the home page. Enrolment on the CPP Portal is free of charge.

b. During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through the email-id provided.

c. As part of the enrolment process, the bidders will be required to choose a

unique username and assign a password for their accounts.

d. For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.

e. Upon enrolment on CPP Portal for e-tendering, the bidders shall register their

valid Digital Signature Certificate with their profile.

f. Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

Bidders can then log into the site through the secured login by entering their

user ID/ password and the password of the DSC/ eToken.

## 2.3 **PREPARATION OF BIDS:**

1. For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

2. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the

tender document.

3. Bidder shall go through the tender document carefully to understand the

documents required to be submitted as part of the bid.

4. Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.

5. Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/Other Important Document" option, which can be submitted as per tender

#### 2.4 SUBMISSION OF BIDS:

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

## 2.5 ASSISTANCE TO BIDDERS:

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

- 1. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.
- 2. Toll Free Number 1800-3070-2232 and Sh. Ravi Bharadwaj on his mobile number#9953090169.

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

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 .......out of which NHIDCL would reserve the right to select or return the same for further submission depending on their suitability.

- 1. The <u>Earnest Money Deposit (EMD)</u> of ......), refundable (without interest) should be necessarily <u>kept in the sealed cover containing Technical Bid of the Agency</u> in the form of Demand Draft/ Pay Order drawn separately in favour of "National Highways & Infrastructure Development Corporation Limited, payable at New Delhi", failing which the tender shall be rejected summarily.

a.	Release of Tender on CPP portal and website of NHIDCL	
b.	Pre-Bid Conference	
C.	Clarification on the Pre-Bid Conference (to be posted on www.nhidcl.com)	
d.	Last date and time for submission of Bids	
e.	Date and time for opening of Technical Bids	
f.	Date and time for opening of Financial Bids of the technically qualified bidders	

process at https://eprocure.gov.in. In case of assistance in this regard please contact Sh. Ravi Bharadwaj on his mobile number #9953090169.

4. The Financial Bid for selection of Manpower Placement Agency for providing services of ....... should be submitted only through online process at https://eprocure.gov.in. In case of assistance in this regard please contact Sh. Ravi Bharadwaj on his mobile number #9953090169.

 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.

of (5% to 10% of 6. Successful bidder will have to deposit Performance Security contract value) with seven (7) days from the date of issue of LOA, in the form made in the name of the Agency but of Fixed Deposit Receipt (FDR) hypothecated to the ......, National Highways & Infrastructure Development Bank Guarantee issued in favour of Limited, New Delhi or Corporation two months in addition to the initial period of Limited, .....covering renewal/ extension of the contract, the FDR/ BG contract. On subsequent shall accordingly be renewed by the successful bidder for two months in addition to the extended contract period.

7. The tendering Agencies are required to enclose duly self-attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered for further evaluation. The original documents may be asked for verification from the

shortlisted firm(s) after evaluation of the bid(s):-

1. Registration Certificate.

2. Copy of PAN/GIR card.

3. Copies of the EPF and ESI Certificates issued by the Competent Authority.

4. Copies of the GST Registration Certificate issued by the Competent

Authority.

5. Proof of Average Annual Turnover of the firm for the last 3 years duly certified by a Chartered Accountant. The CA Certificate must indicate UDIN No. of the CA signing the certificate.

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

9. In case of breach of any of the terms and conditions attached to this contract, the 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.

10. Conditional bids shall **not** be considered and will be summarily rejected in the

very first instance.

NHIDCL's website.

- 13. 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.
- 14. Technical Bid must be Indexed and page numbered.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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 28<sup>th</sup> January, 2014.

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## **Terms and Conditions of Contract**

## General

1. The Validity of the bid shall remain in force for 90 days from the day of opening of Financial Bids.

2. The contracting Agency shall not be allowed to transfer, assign, pledge or subcontract 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 for sufficient number of **providing services of** ............................ 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.

 The National Highways & Infrastructure Development Corporation Limited, reserves the right to terminate the contract any time after giving thirty days'

notice to the contracting agency.

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

required.

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

8. National Highways & Infrastructure Development Corporation Limited, shall verify the actual payment 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. The leave will be treated as casual leave.
- 10. The outsourced staff shall be required to render services under the supervision of NHIDCL Officers.
- 11. Agency should arrange to issue a laminated ID Card to each of the outsourced staff deployed at 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 regulations as may be in force or as amended from time to time.
- 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.
- f. He/ She does not write to NHIDCL management regarding any personal issues and shall take up with the agency only. However if any grievances regarding payment of wages in violation of Labour laws is to be made, it shall be addressed to ED (P) only.
- 14. NHIDCL provides equal opportunity to women for work. All outsourced support staff shall show gender sensitizing.
- 15. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.
- 16. The agency shall ensure that the individual person deployed in or through the National Highways & Infrastructure Development Corporation Limited is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.
- 17. The persons deployed shall work as per 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 the National Highways & Infrastructure Development Corporation Limited at the time of commencement of the service contract:
  - a. List of persons to be deployed
  - b. Bio-data of all such persons
  - c. Attested copy of the Certificates and documents showing age, educational qualifications and experience

- d. Character certificate from two Group "A"/ Class-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 Agency will be liable to withdraw from NHIDCL deployment of such persons with a substitute with immediate effect.
- 20. The Agency shall replace immediately any of its personnel who are found unacceptable to the National Highways & Infrastructure Development Corporation Limited because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the NHIDCL.
- staff deployed shall be required to report for work to the Competent 21. The the duty hours. Authority at NHIDCL daily and would not leave the office during Biometric Attendance Attendance shall be monitored by the Aadhar Enabled system and all staff deployed shall be required to follow deployed office timings. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions leading to total loss time of more than 1.5 pro-rata remuneration shall be deducted or any other action as hours, one-day 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 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 preestimated 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.
- all intents and purposes, the service providing Agency shall be the 25. For "Employer" within the meaning of different Labour Legislations in respect personnel so deployed in the NHIDCL. The persons deployed by the Agency in relationship nor the NHIDCL shall not have any claims of Master and Servant the National have any Principal and Agent relationship with or against Limited. They shall in no Highways & Infrastructure Development Corporation regularization/ employment in the National case be entitled for claiming Development Corporation Limited, on the basis of Highways & Infrastructure through the Contractor. having rendered services
- 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.

  Maternity leave to be paid for as per applicable statutory provisions and NHIDCL shall reimburse such amount. The Stated Provisions/Laws mentioned is only indicative and not the exhaustive list.
- 31. The Agency shall 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. Taxes will be deducted as per the applicable laws, as amended from time to time" and the certificate to this effect will be issued by NHIDCL.
- 34. In case, the Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the National Highways & Infrastructure Development Corporation Limited is put to any loss/ 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.
- 35. The agency shall be liable for and shall hold harmless the NHIDCL against any liability(s), loss(s), expenses(s), damages, claims, suits, actions demands or proceedings, arising under any law for & on behalf of its manpower deployed in NHIDCL and for the act and conduct of its personnel deployed in NHIDCL.
- 36. All the rights and liabilities of the parties shall accrue from the date of execution of the Contract Agreement.
- 37. In the event of any dispute arising after the execution of the Contract Agreement, the parties hearing agree to be relegated through Arbitration and shall follow the procedures as laid down in the Arbitration and Conciliation Act, 1996 (as amended from time to time). It is agreed that the disputes shall be referred to the Sole Arbitrator by the Managing Director, NHIDCL. It is also agreed that the seat of Arbitration shall be at Delhi.

38. The Courts at ...... shall have the exclusive jurisdiction to try and entertain the suit/petition over the matter.

#### FINANCIAL

- 40. The EMD in respect of the Agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second Stage) shall be returned to them without any interest. However, the EMD in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. In case the selected agency do not undertake the work upon award of Letter of Award (LOA) with in a period of 15 days, the agency would be liable to be blacklisted and debarred from future tendering in NHIDCL, in addition to forfeiting the EMD/ Performance Guarantee.
- 41. In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the National Highways & Infrastructure Development Corporation Limited without any prior written notice besides annulment of the contract and the agency become liable for blacklisting.
- 42. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Competent Authority, NHIDCL) in respect of the persons deployed and submit the same to the General Manager (P)/ DGM (P) of RO/PMU of NHIDCL in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, NHIDCL shall not pay interest on any delayed payment. The payment to the person deployed at NHIDCL should be made by the Agency through RTGS/NEFT in the bank account and the proof of same shall be submitted to NHIDCL each month. NHIDCL may verify the same and in case of any default, NHIDCL shall withhold the payments due to the service provider in addition to taking legal action. NHIDCL shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.
- 43. The amount of pre-estimated agreed liquidated damages calculated @ 2 times the pro-rata remuneration per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Agency shall be deducted from the monthly bills of the service providing Agency in the following
- 44. The National Highways & Infrastructure Development Corporation Limited reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the Manpower placement agency.
- 45. The remuneration payable to the Manpower to be deployed and the qualification as well as relevant work experience shall be decided by NHIDCL based on the qualifications experience and the placement agency shall ensure that the deployed Manpower has the requisite experience and qualifications. The Agency will have to furnish an Affidavit that it is in compliance with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities thereon.
- 46. All statutory payments such as ESI, EPF, GST, Maternity Leave Pay, etc. are not to be quoted by the bidders, only the administrative/ service charges to be charged by the service provider is to be quoted in column number (c) of the financial bid.

- 47. Agency should not charge either as registration fee or any other amount from the candidates so deployed. Contradiction of this would be considered as breach of contract conditions and would be dealt appropriately.
- 48. The payment shall be made on conclusion of the calendar month only on the basis of 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.
- 49. The Agency shall ensure that the remuneration to the deployed staff is released by the 7<sup>th</sup> 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.

\*\*\*\*\*\*

## SCHEDULE OF REQUIREMENT

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

Designation	Tentative	Required Qualification and	Monthly	
	Requirement	Experience	consolidated remuneration	
			(inclusive of PF,	
			ESI) exclusive of	
			applicable taxes and	
			agency charges.  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 Rs.	
	••••••			
			per month + GST as applicable	

The above requirement is tentative and is subject to actual requirement as may be decided by NHIDCL.

On the above positions, some of the outsourced staff are already working (......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.

\*\*\*\*\*\*

#### TECHNICAL REQUIREMENT OF THE AGENCY PROVIDING SERVICES

#### OF MIDDLE MANAGEMENT STAFF AT NHIDCL

- 1. The tendering Agency should fulfill the following technical specifications and furnish self-attested copies of documents in evidence of compliance with the specifications:
  - a. The Registered Office or one of the Branch Offices of the Agency should be located (concerned state) otherwise the bid shall be treated as ineligible and shall not be evaluated.
  - b. The Agency should be registered with the appropriate registration authority.
  - c. The agency should be registered under GST Act.
  - d. The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
  - e. Copy of PAN card.

  - g. Experience of having successfully completed at least three contracts in a Government department/PSU/Autonomous Body.
  - h. Satisfactory service certificate issued in respect of (h) above indicating the value of the contract. If value of the contract is not indicated in the performance certificate the same shall not be considered as a valid certificate.
- 2. The Agency should have successfully completed at least one work of similar nature valued not less than Rs.(x) lakh or two works of (x) lakhs each or three works of ... lakhs each, during the last 7 (seven) years for providing services of skilled manpower to reputed Public Sector Companies and/ or Government Department etc. during last seven years, proof of which should be enclosed with the Technical Bid.
  - (x) To be worked out as per CVC guidelines
- 3. Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in a sealed envelope containing Technical Bids.

\*\*\*\*\*\*

#### EVALUATION OF BID:

The responsive bids will first be evaluated for technical competence in the following manner:

#### Evaluation of bids (qualifying only)

A minimum score for Technical Bid (Tn) of 70 (out of 100) is required for qualifying in technical bid evaluation, based on the following criteria:-

ilical bid evaluation, based on the following	
 i didilic cers	Marks Allotted
Length of experience of providing manpower services i.e. providing manpower to reputed Public Sector Companies and Government Department etc. (relevant proof to be attached with technical bids.)	maximum of 20 marks.
Client profile - Number of Government organizations/ PSUs served/ presently being served for providing Manpower (relevant proof i.e work order to be enclosed. The value of each work order should not be less than Rs Lacs and copy must be attached with technical bids)	
services i.e. manpower valued not less than, during the last 7 (seven) years (certificate from client organization to be attached with the technical bids). Maximum SIX best works would be considered for evaluation	each Very Good grading, 3 marks for each Good grading, 2 marks for each Satisfactory grading, subject to maximum 30 marks.
Sound financial standing of the tendering firm in terms of average annual turnover, during the last three years i.e. 2017-18, 2018-19 and 2019-20 (relevant certificate from CA with UDIN no. to be enclosed).	Rs and up to Rs

- a. Financial bids of only the technically qualified and eligible bidders shall be considered.
- b. Financial bids of only such bidders shall be opened who score 70 marks out of 100 in the Technical bid criterion and contract shall be awarded to the bidder whose financial quote is L-1. However, Competent Authority in NHIDCL may reject any of the bids including L-1 if it comes to the notice that the bidder has either given wrong/ false information or has acted in a manner which is violation of terms and conditions of tender.

Authorized Offfice Of RO/PMU etc

#### Copy to:

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

## APPLICATION- TECHNICAL BID

F as	for selection of Agency for providing services of Middle Management Personnel (such s) at NHIDCL Project Monitoring Units (PMUs) and Regional Offices (ROs)
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 NoFAX No.:
	E- Mail Address:
4.	Full Address of Office at Delhi:
	Telephone No.:FAX 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:
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 with UDIN No. of the CA. (Attach separate sheet if space provided is insufficient)

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

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

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

	along with address,	Amount value of Contract (Rs. In Lakhs)	Duration To	Page Nos.
1.				
2.				
3.				
4.				
5.				
6.				

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

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

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

S.No.	Providing	Services Since	Сору	of work order	Page Nos.
a.					
			_		
b.					
С.					

Additional	information,	if	any	(Attach	separate	sheet,	if	required
Additionat	illioi mation,	11	arry	(Accaeii	separace	Jiicci,	• • •	10901100

Signature of authorized person

Date:	Name
Place:	Seal:

#### **DECLARATION**

1.	I, Son/ Daughter/ Wife of
	Shri Authorised signatory of the company/ agency/
	firm mentioned above, is competent to sign this declaration and execute this
	tender document.
2.	I have carefully read and understood all the terms and conditions of the
	tender and undertake to abide by them.
3.	I, 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:

## ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1.

Place:

- 1. Application Technical Bid.
- 2. Attested copy of the Registration Certificate.
- 3. Attested copy of PAN/GIR Card.
- 4. Attested copy of the GST registration letter/ certificate, if any.

Seal:

- 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 column 10-14 of Technical Bid application.
- 9. Copy of the terms and conditions at Section -3 to Section-6 in 'Tender Notice' with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

#### FINANCIAL BID FORM

Tender	Tender Inviting Authority: Name of the RO/PMU etc					
Nan	ne of Work: Selection of at Projec	Manpower Placement Agency for providing services of t Monitoring Units (PMUs) / Regional Office (ROs)				
Contra	ct No: F.No					
Bidder	Name:					
Sr.No.		Rate of service/ agency charges in percentage (%) (upto two decimal points only) to be charged on total remuneration, excluding taxes				
a	Remuneration per person	Would be fixed by NHIDCL for various positions from time to time. (The existing remuneration approved for respective service should be indicated and approved with the tender document)				
b	GST	Not to be quoted by the bidder. It shall be paid as per relevant rules and rate applicable from time to time				
С	Charge/ Any other liability/ Charges					

#### Note

- 1. The administrative/ service charge/ any other liability/ charges to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes). The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies, including maternity benefits etc.
- 2. In cases where the bidder has submitted "NIL" charge/ amount over and above the remuneration payable to the manpower, the bid shall be treated unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM No. 29(1)/2014-PPD dated 28<sup>th</sup> January, 2014.
- 3. NHIDCL shall bear the expenses towards ESI, EPF, Maternity leave and other taxes as applicable as per Govt. rules from time to time.

## UNDERTAKING

I submit the Financial Bid for "Outsourcing services of) at					
<ol> <li>I/We have thoroughly examined and understood all the terms and conditions as contained in the Tender document and agree to abide by them.</li> <li>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.</li> </ol>					
(Signature and sea representative)	led of the Bidder/Authorized				
	Signature of authorized person(s)				
Date:	Name:				
Place:	Seal:				

#### Annexure-III

#### **DETAILS OF BANK ACCOUNT**

### (RTGS/NEFT facility for receiving payments)

Sl.No.	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

#### (Terms and conditions for deployment of Outsource Manpower)

Ref No: Date:	
То	
Mr/Ms	
Dear Mr/Ms.	

## Sub: Fixed Term Deployment Letter

In response to your application for the position in our organization, we are glad to offer you an appointment in our organization (Name of the Manpower agency), in the capacity of (Name of the post deployed for) for a fixed period of employment (Contract).

The terms of your employment shall be valid for the period from ------ to ------ (not beyond the contract period of the manpower agency). Notwithstanding this, in the event of the project/work/deputation for which you are being employed terminates before the aforementioned period, this contract shall be co-terminus with the project/work. Your service shall be ceased automatically at the end of the closing of working hours of ------, unless extended and communicated to you in writing. You will be working with us on the following terms and conditions:

- 1. Your total monthly Gross Salary would be Rs.---- (Rupees: -----) all inclusive.
- 2. Deduction of Income Tax, Professional Tax, Provident Fund, ESIC & other statutory deductions shall be made as per applicable provisions.
- 3. You will be required to render service with our Client National Highways & InfrastructureDevelopment Corporation Ltd. (NHIDCL) (here in after referred to as Client) as per their requirement at their project sites in India.
- 4. Your place of posting will be (Name of RO/PMU)
- 5. The organization reserves the right to vary the terms of your engagement for the Fixed Term period project after giving you notice as may be and if required under existing rules or law.
- 6. The organization has the right to transfer you to any of its branches existing at present or Office or branches likely to open in future anywhere in India, in the interest of the organization's business. You shall be governed by the conditions of service or rules and regulations that may be prevailing in the place to which you may be transferred.
- 7. You are required to report and be present at the designated location during the working hours required and abide by the rules and regulations as required by the Client. You shall observe the timings as intimated to you by the client, where you are deputed, from time to time. You have to be regular in attendance. However you may have to attend your duties as and when required in shifts, on holidays or Sundays in accordance with the exigencies, for which no extra payment will be made. You will have to work for such extra time as may be necessary to fulfill your obligations. You are not expected to remain in the office premises after completion of your assigned work unless approved by the client. The organization / client are authorized to remove you from the premises, if the client considers it undesirable or being not in the interest of the organization and or its employee's and workmen.
- 8. You will be required to report for work to the Competent Authority in deployed office daily and would not leave the office during the duty time. Attendance shall be monitored by the

- "Aadhar" Enabled Biometric Attendance system and you shall be required to follow deployed office timings. In case, You are absent on a particular day or comes late/leaves early on three occasions, one-day pro-rata remuneration shall be deducted or any other action as deemed fit may be taken.
- 9. You may be required to travel for official duties outside your place of work (project site) and may be entitled to payment of travel and travel related costs as per the norms set up by the Client
- 10. You will be responsible for maintaining the secrecy and confidentiality and not divulge/ disclose to anyone the information obtained by you during the course of executing your fixed term period.
- 11. You shall disclose to the organization any act of bad faith committed by a fellow colleague or any such act or omission which comes to your knowledge and which you consider to be detrimental to the interest of your organization's/Clients business.
- 12. You will make your own arrangements for accommodation, local transport, etc. and you will not be eligible for any additional reimbursement in this regard.
- 13. Your services can be terminated without notice and inquiry, under the following conditions:
  - a. In case your performance is found to be unsatisfactory, or you are found violating any disciplinary norms of the organization or our client.
  - b. You remain absent from duty without proper approval from Client Manager/T&M.
  - c. In case the Client project/process/Line of business/Business Unit/Business Activity comes to an end.
  - d. In the event of rejection by the Client, dishonesty, disobedience, absence from duty without permission or any other act considered detrimental to the interest of the organization/client, or violation of one or more terms of this appointment for fixed term period.
  - e. Any activity leading to formation of groups which the organization may feel that such groups may hamper the work, peace and general client relationship.
  - f. Any activity resulting in loss of work at our organization or its client premises or purposive delay of work, at an individual capacity or in conjunction with other colleagues, will be treated as an in disciplinary act and may result in termination of your service without notice or inquiry, with immediate effect.
  - g. In case any information/particulars provided to our organization or its Client during and after your appointment for fixed term engagement project is false and misleading.
  - h. In case of any Criminal Record or Criminal Proceedings initiated against you.
- 14. You shall observe the standards of cleanliness, decorum, safety, health and general discipline laid down by the organization or client. You will follow the applicable safety rules of our client and be responsible for the security and protection of our client's materials and equipment from loss or damage.
- 15. You will comply with our Clients rules and regulation including any subsequent changes or instruct whenever applicable as may be issued from time to time concerning health, safety and welfare.
- 16. In case, you commit any act of Omission/Commission which amounts to misconduct /indiscipline/incompetence, you will be liable to take appropriate disciplinary /legal action against such persons, including their removal from site of work, if required by NHIDCL.
- 17. You agree to defend, indemnify and hold (Name of the agency) or the Client harmless from any and all claims, damages, liability, attorneys fees and expenses on account of your failure to satisfy any of your obligations under this work assignment letter or for misconduct or for violation of any law or creation of any legal liability by you.
- 18. Any dispute between you and (Name of the agency) shall be referred to a sole arbitrator appointed by T&M. The arbitration shall be conducted in English language, in accordance with the Arbitration and Conciliation Act 1996, at (place of deployment) India. This Engagement Letter shall be governed by the laws of India
- 19. You shall not perform any service for the organization while under the influence of alcohol or any unprescribed controlled substance. The possession of alcohol unprescribed controlled substance, drug or paraphernalia, firearms, explosives, weapons and other hazardous

- substance or articles are prohibited on the organization's / client's premises. In case you are found in possession of any of the above mentioned substances, you will be liable to be dismissed with immediate effect, without any notice and legal action may be taken.
- 20. You are expected to remain with the Client for full period of engagement of work assignment mentioned above. By signing this agreement/engagement letter of work assignment, you acknowledge that breach of any one or more of the clause/ points of this agreement / letter will result in irreparable harm to Client and to our organization for which damages would be an inadequate remedy. Therefore, in the event of such breach, and in addition to its right and remedies otherwise available at law, Client and our organization shall be entitled to equitable relief.
- 21. Any damage caused by you at client's place or organization intentionally/ unintentionally resulting in damage / loss of property or equipment or any tangible / intangible items / assets etc. will be dealt severally and you will be liable for damage or loss.
- 22. Your nature of relationship with (Name of the agency) will be that of contract of service for a fixed period. By executing this letter neither do we offer you employment with (Name of the agency) nor you will not claim for any form of employment with our client or us (Name of the agency) directly / indirectly or through any legal / illegal source.
- 23. In the event of you're not being able to perform your assignment due to a disability or any other reason; you will be required to return to our organization, at the discretion of the management.
- 24. Except for expiry of the Work Assignment due to completion/expiry of the same or in respect of a Work Assignment of one week or a lesser period of time, either party may terminate this Work Assignment Letter by issuing 30 days notice in writing or payment thereof. In case, you terminate the work assignment the organization may refuse to accept your termination till your charges are properly handed over and a clearance certificate is obtained from the client. Settlement of your dues would be subject to clearance (No Dues Certificate) from the Client Manager.
- 25. On or before joining you must furnish the followings:
- 26. Bio-data of the person
  - 2. Attested copy of the Certificates and documents showing age, educational Qualifications and experience,
  - 3. Character certificate from two Group —A /Class-I officers of the Central /State Government,
  - 4. Certificate of verification of antecedents of persons by local police authority,
  - 5. Identity Cards bearing photograph,
  - 6. "Aadhar" number of the persons deployed,
  - 7. Medical Fitness certificate from registered Medical Practitioner.
- 2. It is hereby clarified that if you fail to submit the ESIC, PF, etc nomination forms together with any other document as required under the applicable labour legislations, (Name of the agency) shall not incur any liability with regards to any Claims under the said applicable labour legislations.
- 3. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize (Name of the agency) to make all salary payments required to be made to you by (Name of the agency) including all reimbursements either by way of Cheque or by directly crediting the amounts to your bank account.
- 4. In case you decide to leave the organization, you have to give one month's notice in writing to the organization. Period of notice will be reckoned from the date of acceptance of resignation letter in writing.
- 5. If the performance not found suitable then the performance will be viewed daily for period of three months, if your services are not found suitable then service will be terminated with immediate effect further without any notice period.

In case, the above terms and conditions are acceptable to you, please sign at appropriate place on a copy of the this offer of fixed term period engagement, in token of you having understood, accepted and agreed to the same. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your assignment at (Name of the agency), with the acceptance of your first salary from (Name of the agency) will be conclusive proof of your acceptance in accordance of terms and conditions.

terms and conditions.	
We wish you the very best in your assignment wit	h us.
Yours sincerely,	
(Name of the agency).	
(Authorised Signatory) Encl: As above	
I confirm my appointment on the above terms ar by me / have been explained to me in language terms and conditions.	nd conditions, which have been read and understood known to me and I agree to abide by all the above
Signature Date	

## Norms for engagement of LA Consultants

S. No.	Designation	Qualification and Experience Remuneration payable	
1 1	LA Consultant	Retired State Civil Service The fee payable to the Officer (Additional District equal to the amount of by Magistrates, Sub-Divisional them minus pension being Offices and Tehsildar), Retired Revenue Officer (Naib Tehsildar, Plus Rs.5,000/= per mon Government Kanoongo), Retired to CALA offices, site ,low Surveyors/Amin/Lekhpal.  MoRTH Circular No. dated 19.04.2016 as meno-	pasic pay last drawn by greceived by them.  oth towards local travel ocal villages etc. as per NH-11011/14/2016-LA
		dated 19.04.2010 as more	led from time to time.

## (STANDARD RENT AGREEMENT FORMAT)

## **RENT AGREEMENT**

LEASE PERIOD	=
AVERAGE RENT	= 0
CALCULATON =	
A) STAMP DUTY @ 2% + GST @ 18% (may differ from State to State)	=
B) STAMP ON SECURITY DEPOSIT	=
TOTAL STAMP DUTY (A+B)	=
STAMP DUTY PAID	=
WHEREAS the Lessor had granted the lease of floor admeasuring square feet chargeable	area in the Lessor's building known as vide a Registered Lease Deed
dated registered as Registration no. 'Principal Lease Deed"], for a period of three years	
AND WHEREAS the Lessor has agreed to generate the premises for another term of three years w.e.f.	
subject to an increase in rent by 20 % over the lease deed to grant/extend/renew the lease for	
BY AND E	BETWEEN
registered office at (hereinafter is included unless such inclusion is incontassigns of the one part), through its empowered by the Letter of Authorization of	er called 'the Lessor', in which expression sistent with the context, its successors or authorized signatory, duly

AND

National Highways & Infrastructure Development Corporation Ltd., (NHIDCL) a Government of India Undertaking set up for the purpose of constructing/ up-grading/ widening of National Highways in parts of India which share international boundaries with neighboring countries, and having its registered office at, (hereinafter called the 'Lessee' in which expression is included unless such inclusion is inconsistent with the context, its successors and permitted assigns) of the other part, through its authorized signatory,
<b>WHEREAS</b> the Lessor is the absolute and legal owner of the premises bearing (hereinafter called the 'Premises') which is more particularly described in <b>Annexure-I</b> .
WHEREAS NHIDCL offered to take on lease office space at vide their letter dated
AND WHEREAS communicated its acceptance to lease out 2005 sq. ft. of carpet area
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-
(1) In consideration of the rent hereby agreed and the performance of the covenant on the part of the Lessee hereinafter contained, the Lessor being the perpetual lessor doth hereby demise up to the Lessee and shown in blue in the site plan attached as schedule 1 hereto and hereinafter referred to as the "Premises". The Lessor shall also permit the Lessee the use of the fitting and fixtures, the water closets, lavatories and other convenience in the Premises (the "fixtures"), together with the right for the Lessee, its servants, employees, visitors, customers and all other persons authorized by the Lessee, to use in common with the Lessor and the tenants and occupiers of other portion of the said building and all other persons authorized by the Lessor, the entrance, doorways entrance halls, staircases, landings, lobbies and passage in the said portion of
(2) The Lessee shall have anon to renew the lease for two tenures of 3 years each and one tenure of 2 years 11 months after expiry of the initial period of 3 years beginning, making the total lease period as 11 years 11 months. The Agreement shall be renewed on the same terms & conditions except the increase in rent and other charges at the time of renewal of the lease

	agreement which will be registered again in the office of Sub-Registrar,
	(i) The monthly Rent payable are as under:-
(3)	shall provide One (1) complimentary car-parking space to NHIDCL in

(4) The Lessee hereby covenants with the Lessor as follows:

the uncovered area of the ...... building.

- (a) To pay the reserved rent on the days and in the manner aforesaid;
- (b) The Lessee shall be responsible for payment of Electricity Charges to the ......as against the electricity connection in the Name of ......for the said premises. The Demised Premises already has the electricity power load connection in the name of Lessee inside the premises.
- (c) (i) The Lessee can terminate the lease by giving an advance written notice of 3 months to the Lessor, and the Lessee shall immediately on the expiry of the notice period be liable to vacate the Premises and hand over the possession to the Lessor in terms of Clause 2(o) hereafter mentioned.
  - (ii) After the expiry of lease term of 11 years 11 months, the Lessee and the Lessor would have the ......on to enter into fresh lease for further period(s) at mutually agreeable terms, only upon execution of a fresh lease deed incorporating fresh lease terms. In the event of non agreement over the fresh rent and terms & conditions the lessee shall be bound to vacate the premises without any further notice to the lessee.
- (d) The Lessee has paid to the Lessor a lump sum amount of Rs.20,57,858/- towards interest free security deposit equivalent to three (3) month's monthly rental vide UTR no. P18032007047305 dated 20.03.2018.
- (e) The Lessee shall always be liable to keep the interior of the Premises in good tenantable repair and condition (reasonable wear and tear and damage by fire, earthquake, tempest or other acts of God or inevitable accidents or by irresistible force always excepted);
- (f) The Lessee shall have the right to refurbish the interior of the Premises to suit its requirement but the Lessee shall not be permitted to carry out any structural modifications in the Premises, without the prior consent of the Lessor. The Lessee shall also be permitted to install racks, partitions equipment(s) and fixtures and fittings of a temporary nature inside the Premises as it may require for its business and to remove such racks, partitions, equipment and fixtures and fittings on the expiry of this lease or earlier determination thereof, but without causing any damage to the Premises of the Lessor and if any damage is caused to the Premises or to the building as a result of such installation or removal, the Lessee shall repair and make good such damage at its own cost and expense;
- (g) The Premises, hereby given for use, shall only be used for carrying on the normal lawful business activities of the Lessee. The Lessee has further agreed that the Premises shall be used by it only for the purpose aforesaid and for no other purpose whatsoever and that no change of use shall be made

by it in respect of the Premises. The lessee shall not sublet, part with possession, transfer, encumber, charge or assign the Premises or any part thereof.

- (h) The Lessee shall not claim access to any part of the building except the Premises. The Lessee, its employees, servants, agents, clients, visitors etc. shall use only the main entrance or a separate entrance, if created by the Lessor;
- (i) To deliver the Premises at the end of or sooner determination of the tenancy, subject to clauses contained in the agreement, together with the

Lessor's Fixtures in such tenantable repair, order and conditions as consistent with the Agreement on the part of the Lessee and conditions herein contained (reasonable wear and tear and damage by fire, earthquake or tempest or other acts of God or inevitable accidents or by irresistible force always The Lessee shall not overload the Premises and shall neither place nor distribute a load thereon in a manner likely to jeopardize the safety of the Premises or of the building. The Lessee shall take sufficient precautions to absorb and prevent vibrations, noise and annoyance to occupier of other portion of the building;

- (j) The Lessee shall ensure that the lavatories and water supply apparatus used by the Lessee, its servants, employees and visitors are properly maintained, kept in good repair and used only for the purposes for which they are designed in a proper manner and that they are not damaged or misused by the Lessee or its servants, employees or visitors;
- (k) The Lessee shall not do, or permit to be done any act or thing whereby the Lessor's's policy or policies of insurance of the building may become void or voidable or whereby the rate of premium or premia thereof may increase. If however as a result of anything done or permitted to be done by the lessee the rate of premium or premia is increased then, the lessee shall be liable to pay on demand by the lessor, the increased amount of premium and premia.
- (I) In particular, but without limiting the foregoing, the Lessee shall not make alterations to or interfere with the electric wiring or electric installations (except those installed for internal distribution);
- (n) On the expiry by efflux of time or otherwise or sooner determination of this lease or on this lease coming to an end for any reason whatsoever, neither the Lessee nort its agents, servants or employees shall have any right to continue to be or to enter upon the premises or any part thereof nor to keep any of its or their things or belongings therein or thereon forthwith. The Lessee shall remove itself, its agents, servants and employees and its and their things

and belonging from the Premises and shall leave the Premises and all the fixtures in good, clean and tenantable repair and condition in accordance with the stipulations herein contained, normal wear and tear excepted;

- (5) Without prejudice to all and any of the covenants, duties and obligations of the Lessee as described above, the Lessor hereby covenants with the Lessee as follows:
  - (a) The Lessor shall pay all taxes/cesses levied on the premises by the local or government authorities in the way of property tax, municipal taxes or any other taxes/ charges for the premises and so on.
  - (b) The Lessor should be registered under GST Act and charge GST on rent amount; lessee would pay GST to the lessor only when a proper GST compliant invoice clearly mentioning the Invoice No, Date of Invoice, Rent amount, Rate of GST, HSN Code/ SAC is raised by them.
  - (c) Lessee would deduct TDS on the amount paid to lessor as per the rates in force.
  - (d) GST/ Service Tax and other related tax imposed and enforced from time to time on rent shall be paid by NHIDCL. Any increase by the Government in the existing rate of service tax or introduction of such tax on maintenance services as currently applicable, shall be borne by NHIDCL.
  - (e) To keep the outer walls, roof and structure of the said building and of the Premises and the water and drainage mains and pipes and sewerage lines thereof in good working order and condition and also to keep the main line of electricity supply of the building in good repair and conditions;
  - (f) That if the Lessee shall punctually pay the rent and observe and perform the Agreement on the part of the Lessee and conditions herein contained, the Lessee shall quietly enjoy the Premises during the lease period without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor;
- (6) It is hereby mutually agreed between the parties as follows:-

  - (b) The Lessor agrees and undertakes with the Lessee that during the subsistence of the Lease Agreement and this Agreement, the Lessor shall not do, permit or suffer to be done anything whereby the right of the Lessee under

- this Agreement including the timely refund of the Security Deposit is adversely or prejudicially affected, avoided or extinguished.
- (c) If\_ however\_ upon expiration of the Lease Agreement or its sooner determination, the Lessee peacefully surrenders the use and enjoyment of the Premises and gives quiet vacant and peaceful possession thereof to the Lessor, in good condition (normal wear and tear excepted), the Lessor shall refund without interest 80% of the amount out of the interest free Security Deposit amounting to .......and shall only retain the remaining 20% to settle any dues/ any deductions mutually agreed upon by both parties. If however, the Lessor shall fail to refund the remainder Security Deposit for the Premises within 1 (one) month of handing over of vacant possession of the Premises by the Lessee, then, in such an eventuality, the Lessee will be entitled to interest on the Security Deposit at the applicable bank rate on fixed deposit as prevalent at that time till such time as the Security Deposit is refunded.
- (d) In the event of the Premises or any part thereof being requisitioned or acquired by the Government, the Municipality or any other local or public body or authority during the period of this lease, this lease shall thereupon come to an end either as to the whole of the Premises or part thereof, as the case may be and neither party shall have any claim for compensation or otherwise against the other, except any claim which might have arisen prior to the lease so coming to an end;
- (e) The Lessee and its employees shall have access to the premises 24 hours a day for 365 days in a year only subject to any limitation imposed by the Government from time to time;
- (f) The Lessee shall pay for taking electricity supply line from the identified point to the designated Premises either for main supply and or supply from generator set at their own cost;
- (g) The Lessee agrees that the Lessor and its agents, shall not be liable for any loss or destruction of or damage to the property of the Lessor;
- (h) The Lessor and its agents shall not be liable for any loss of life or any injury or damage to persons or property resulting from fire, explosion, falling plasters, steam, gas, electricity, water, rain or leakage from any part of the building, or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatever nature, unless caused by or due to the willful, negligence of the Lessor, its agents, servants or employees, nor shall the Lessor or its agents be liable for any such loss, injury or damage caused by other persons in the building or other operations in the neighborhood;
- (i) The Lessee shall not move any heavy machinery, equipment, freight bulky matter or fixtures in and out of the building which may cause damage to the Premises or the building without first obtaining the Lessor's written consent. The Lessee shall hold the Lessor indemnified against all loss and damages sustained by any person or property as a result of such movement and in settlement of any claim or any damage or monies paid out by the judgment as

- well as legal costs incurred in connection therewith, and all costs incurred in repairing any damage to the Premises or the building of its appurtenances;
- (j) The Lessor and its agents shall have the right to enter the Premises, only subject to written intimation either by e-mail or letter minimum 24 hours in advance, at all reasonable times subject to the convenience of the Lessee, to examine the premises or to make thereto such repairs, alterations, improvements and additions as the Lessor may deem necessary or desirable, and the Lessor shall be allowed to take all material into and upon the

Premises that may be required therefor, without the same constituting an eviction of the Lessee in whole or in part, and the rent reserved shall not abate while the said repairs, alterations, improvements or additions are being made by reason of loss or interruption of business or otherwise, subject, however, that the time taken therefore should be reasonable. If, however, major repairs are carried out and the Lessee is not allowed the use of the Premises in whole or in part for a period beyond 7 days, the Lessee will not be liable for rent/service charges for the said period. The period of 7 days shall be calculated from the day the repair work starts and not before. The Lessor shall give due consideration to the Lessee's business and attempt not to interrupt the business of the Lessee and shall make best efforts to ensure that the Lessee is not inconvenienced in any way, unless repairs/alterations are of an urgent nature;

- (k) The Lessee shall not store any articles of combustible or hazardous nature on the Premises and shall not expose the Premises to the risk of fire or other similar accidents:
- (I) The Lessee shall not use the Premises or any part thereof nor permit the same to be used for any illegal, immoral or improper purposes, nor cause, permit or suffer to be done upon the Premises or any part thereof anything which may offend against any law, notification, rules or regulations made by the Government, the municipality or any local or public body or authority or which may become a nuisance or annoyance or cause damage to the Premises or any part thereof or the building the occupiers thereof or to the adjoining premises or occupiers thereof or which may prejudicially affect the interest of the Lessors:
- (m)The Lessee shall use the Premises in a reasonable manner and maintain the Premises in good condition, normal wear and tear shall be accepted by ......
- (n) The Lessee hereby agrees to indemnify the Lessor against all claims, damages, actions, proceedings, costs, charges and expenses to which the Lessor may become subject to or which the Lessor may have to pay by reason of any act, negligence or omission on the part of the Lessee or its agents, servants or employees or by violation of any of the terms and provisions of this Agreement;
- (o) During the three (3) months prior to the expiration of the term of this lease, the Lessor shall be fully entitled to exhibit and show the Premises to prospective

- Lessee/Licensees etc., which the Lessee shall permit without interference during normal business hours;
- (p) The Lessee shall, without demur or protest, reimburse the Lessor immediately upon demand, for the reasonable cost of replacing any Fixture, if such damage is attributable to some act or default of the Lessee, its employees, agents, clients/ vendors;
- (q) The Lessor shall not be under any liability whatsoever to the Lessee, its servants, employees, agents, clients, visitors or to any person whomsoever in respect of any loss or damage, whatsoever, sustained by the Lessee or such
  - other person as aforesaid, caused by, or through, or in any way owing to the electricity supply cables, main pipes, drainage, lifts, overflow of water etc., from any offices or premises in the building, unless such loss or damage is caused by willful negligence on the part of the Lessor or any of its employees or because of any structural defect in the building;
- (r) Notwithstanding anything contained in this Agreement, the security of the Premises and the fixtures, fittings, goods, articles and things therein shall be the sole responsibility of the Lessee and the Lessor will not be liable for any loss of or damage to the Fixtures and the articles, things and belongings of the Lessee and/or its employees, servants, agents and visitors in the Premises;
- (s) If any rent is in arrears for thirty (30) days or if the Lessee fails to perform or observe any agreement on the part of the Lessee or conditions herein contained, then in such cases it shall be lawful for the Lessor, at any time thereafter, to re-enter upon the Premises or upon any part thereof and the lease shall thereupon determine. The Lessor may have against the Lessee whether in respect of any antecedent breach, non-performance or non-observance of any of the agreement on the part of the Lessee and conditions herein contained or otherwise. However, the Lessor shall not be entitled to forfeit this lease for breach or non-observance or non-performance of any covenant or condition contained herein, and on the Lessee's part to be observed and performed, unless the Lessor shall have given to the Lessee notice of thirty (30) days in writing specifying the breach or omission complained and requiring the Lessee to remedy the same;
- (t) It is hereby expressly understood and agreed between the parties that the occupation of the Premises or any part thereof by the Lessee, its servants, agents, employees, clients or any person claiming under or through the Lessee, upon determination of the lease by efflux of time or earlier determination shall be treated as "unauthorized occupation by the Lessee". The Lessee agrees that it shall be liable to pay a sum equal to double the rent (including all other charges) per day for each day of unauthorized occupation form the date of termination of the lease;
- (u) If any time during the lease the Premises is destroyed or damaged by fire, tempest or any other act of God or by irresistible force so as to become unfit for habitation and use for the purpose of the Lessee then (provided the money payable under any policy of insurance shall not have become irrecoverable through any willful act or default of the Lessee of its agents, servants or

employees), without prejudice to the rights of the Lessee under the Transfer of Property Act, 1882, to avoid this lease if the Lessee so elects to do, the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Premises shall have been again rendered fit for habitation and use;

- (7) It is expressly agreed by and between the parties hereto as follows:
  - (a) If after giving a formal notice of thirty (30) days, the rent reserved therein, or any part thereof, still remains unpaid from the date on which the same ought to have been paid or if the Lessee fails to make any other payment, or if the Lessee fails to observe or perform any of the covenants, conditions, stipulations, provisions and agreements herein contained and or on the part of the Lessee to be observed or performed, the Lessor shall be entitled to terminate forthwith this lease and upon such termination the Lessee will forthwith remove itself, its agents, servants and employees and its and their belonging from the Premises. If at any time the Lessee shall be ordered by an order of the Court to be wound up or shall pass a resolution for winding up, other than a resolution for the purpose of amalgamation or reconstruction or, if the Lessee shall be adjudged an insolvent or if the Lessee makes any assignment for the benefit of its creditors or if the Lessee suffers any distress or judgment to be executed or levied against itself, then and in any such event the Lessor shall be entitled to terminate forthwith this lease and upon such termination the Lessee will forthwith remove itself, its agents, servants and employees and its and their belonging from the Premises;
  - (b) The Lessor shall not be bound by any representations or premises with respect to its appurtenance, or in respect of the Premises, except as herein expressly set forth with the object and intention that the whole of the Agreement between the Lessor and the Lessee shall be as set forth herein, and is not modified by any discussions or correspondence which may have preceded the signing of this Agreement;
  - (c) Any notice herein may be given if sent by hand delivery and written acknowledgement obtained thereof or by Registered A.D. at the respective addresses of the parties mentioned above and shall if so sent be deemed to be duly delivered. The parties agree to notify in writing any change of address in which case the notice under this clause shall be sent at the changed address;
  - (d) If the Premises or the common use areas shall be partially damaged by fire or other cause without the fault or neglect of the Lessee or its servants, employees, agents or visitors the damage shall be repaired by and at the expenses of the Lessor, and until such repairs have been made, a proportionate part of the rent according to the part of the Premises or the common areas and services which are not usable by the Lessee, shall abate and cease to be payable, but if such partial damage is due to the fault or neglect of the Lessee, its servants, employees, agents or visitors, the damage shall be repaired by the Lessor at the cost of the lessee, and there shall be no abatement at all of the rent. Further, the Lessor will not be liable for delay in

- repairing any damage, however cause, provided that reasonable steps are taken by the Lessor to get the repairs carried out expeditiously. Any amount received as compensation from the insurance company shall be set off against such expenditure;
- (e) If the Premises or the common use areas are so badly damaged by fire or other cause that the Lessor decides, instead of restoring them, to demolish and rebuild them, then, and in any such event, the Lessor may give not less than sixty days' notice to the Lessee in writing of its decision and in that case on the expiry of the period of the notice this Lease Agreement shall terminate and the Lessee (if still in use and occupation) shall thereupon remove itself, its agents, servants and employees and its and their belonging from the Premises provided vacant possession is required to carry out such reasonable repairs or rebuilding and the Lessor shall reinstate the Lessee thereafter, and the Lessee, shall not have, and shall not be entitled to make any claim for damages, compensation or otherwise howsoever against the Lessor;
- (f) In the event of the Lessor intending to carry out substantial modification or reconstruction of any portion of the building, which may affect the Premises, and after obtaining all necessary Government/Municipal and other approvals and consents therefor, then the Lessor may serve a notice in writing upon the Lessee of not less than sixty (60) days requiring the Lessee to remove itself, its agents, servants and employees, and its and their belongings from the Premises or such part as is likely to be affected by any intended modification to the building and the Lessee shall thereupon do so and the Lessor shall reinstate the aforesaid portion to the Lessee as soon as the reconstruction/ modification is completed. In the event of the Lessee not desiring to retain the remainder of the Premises which would be left after the completion of such modification then the Lessee may within thirty days of the receipt of the Lessor's notice, serve a counter-notice upon the Lessor of its intention to leave the entire Premises at the expiration of the period mentioned in the Lessor's said notice. In the event of a notice from the Lessor concerning partial resum.....on of the Premises for the purposes of alteration of the said building, the rent shall abate prorata and the Lessee shall give the Lessor access for the purpose of carrying out alteration;
- (g) So long as the beneficial use of the Premises to the Lessee is not detrimentally altered, the Lessor shall also have the right at any time without the same constituting an actual or constructive eviction of the Lessee, and without incurring any liability to the Lessee therefor, to change the arrangement, and/or location of entrances, passageways, doors, doorways, corridors, landings, staircase, lobbies, lifts, toilets or other parts of the building, and to change the name, number or designation by which the building is known;
- (h) If, on the expiry by afflux of time or otherwise or sooner determination of this lease or on this lease coming to an end for any reason whatsoever, the Lessee does not remove itself, it agents, servants and employees and its and their things and belongings from the Premises, then the Lessor shall be entitled to remove the Lessee, its agents, servants and the employees and its and their things and belonging from the Premises at the risk and costs of the

Lessee and of the said other persons without going to a court of law and without in any way rendering the Lessor or any of its officers or employees liable for trespass, damages or otherwise and the Lessor shall also be entitled to prevent the Lessee and its agents, servants and employees from entering into or upon the Premises and the same will not amount to wrongful restraint;

- (i) The stamp duty and registration charges payable in respect of this lease and a duplicate thereof shall be borne and paid for by the Lessee and each party hereto shall bear and pay its own lawyers charges and the Lessor shall be entitled to retain the original Lease and the Lessee the duplicate thereof;
- (9) In the event any provision of this Agreement be declared or held to be invalid or null or void by any Government agency, arbitration tribunal, Court or other competent authority having jurisdiction, such declaration shall not affect the other provisions of this Agreement which are capable of severance, which shall continue to be effective; provided, however that if the voiding of the affected provision(s) materially affects the rights of the either party under this Agreement, the affected party shall have the right to terminate this Agreement;
- (10) Any leniency or indulgence shown by the Lessor, in the enforcement of this lease against the Lessee or any accommodation shown by the Lessor to the Lessee, shall not affect this lease in any manner whatsoever and the same shall not be deemed or construed to mean as a waiver of its rights on the part of the Lessor;

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day and year first herein above written.

day and year first herein above written.		
Witnesses:		
1.	For	
	(	)
	Authorize	Signatory
	LESS	SOR

2. For NATIONAL HIGHWAYS 8

NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

#### **OPENING & OPERATION OF BANK ACCOUNTS GUIDELINES**

- 1. All the Regional offices would operate two bank accounts (one for project payments and another for establishment payments). In addition, some of the Regional Offices have been authorized to operate one or more Corpus bank accounts for execution of specific project. Project Monitoring Units (PMUs) would operate only one bank account for establishment expenditure.
- 2. These bank accounts must contain the name of the National Highways and Infrastructure Development Corporation Limited (NHIDCL) in all these bank accounts as illustrated below:

S.No.	Name of Account	Purpose
i.	National Highways and Infrastructure	Payment to the contractors, Utility Shifting,
	Development Corporation Limited	Authority Engineers, DPR Consultants etc.
	(NHIDCL)- Project Account	
ii.	National Highways and Infrastructure	Payment of Salary, Rent and other
	Development Corporation Limited	Administrative expenses.
	(NHIDCL)-Establishment Account	
iii.	National Highways and Infrastructure	For making payment on behalf of contractor to
	Development Corporation Limited	(a) the material suppliers,
	(NHIDCL)- Corpus- 'Name of the	(b) Sub contractors, statutory dues and salary of
	Contractors, if any.	the Contractor's staff.

- 2. The bank account would be opened in Syndicate Bank/Canara Bank. In case of non-availability of branches of these banks, the bank account may be opened in any other public sector bank. The authorized signatory for the accounts would be as follows:
  - a) Regional Office
    - i. ED(P)
    - ii. Dy. GM(P),
    - iii. Manager (P)
    - iv. Manager (F)/ Deputy Manger (F)/Asst Manager(F)
  - b) PMU
    - i. GM (P)
    - ii. Manager (P)
  - c) While releasing the payments, all cheques/NEFT/RTGS shall invariably be signed jointly by the Executive Director (P) or GM(P) for RO and PMU respectively, if he is in office, and by one of the officers authorized by ED (P)/GM(P). In case, ED (P)/GM(P) is not in office, all cheques/NEFT/RTGS shall be jointly signed by any two of the officers authorized by him When he rejoins office, a statement of the all the payments made during his absence must be reported to him.

- 4. For all the payments, head of the Office Executive Director (P) or Executive Director In-charge (P) in case of Regional Office and General Manager(P) or Dy. General Manager-in-Charge (P) in case of PMUs (erstwhile BO or Sub BOs) shall act as Drawing and Disbursing Officer (DDO) for all purposes.
- 5. Without compromising the functional and operational requirement, efforts should be made to open a flexi deposit account of about 181 days with waiver of penalty for pre-mature withdrawal of money.
- 6. Field offices are not authorized to make Bank Transfers to other Field offices.
- 7. While sending the fund requirement, the following information may be provided;

(Rs. In Lakh)

Opening of	Receipts during	Payments	Balance as	Estimated expenditure in
bank balance at	the Financial	during the	on Date	next three months
the beginning	Year	Financial Year		
of the Financial				
Year.				

- 8. On receipt of funds from Head Office, an entry for the receipt of the funds must be recorded immediately.
- 9. All field offices must do bank reconciliation regularly and send a compliance report every month by first week of the next month to the Head Office.
- 10. All cheque books should be taken with printed 'Account Payee only'. In case, pre-stamp are not received, every leaf may be stamped with 'Account Payee only'. As and when case withdrawal is to be made, the special crossing may be cancelled (by writing or stamping 'Special crossing cancelled pay case') with the signature of the authorized signatories.
- 11. All cheque books must be kept in the safe custody with proper entry in the register meant for this purpose.
- 12. In line with the government policy, as far as possible, all the payment should be made through digital mode (NEFT/RTGS) after proper entry in the SAP.
- 13. Bank details of the vendors should be obtained along with requisite documents (e.g. copy of the bank statement, cheque leaf or bank authorization) for verification of the details and should be uploaded in SAP. As far possible, SAP may be used for-generating NEFT/RTGS requests to the bank.
- In case any clarification or assistance is required, Manager (Finance) can be contacted.

# (Handing/ Taking over of charge)

1.	Certified that we have handed in forence	over/ taken over charge of the office of on/ afternoon of in
	compliance to HQs NHIDCL order/ I dated	oon/ afternoon of in etter no
2.	The following documents are attached for	or reference of officer receiving charge:-
a.	Brief status report on NHIDCL Projects	in(State).
i. ii. iii. iv.		
b. c. d. e. f. g. h. i. j. k. l. m.	Brief report of each ongoing project. Status of land acquisition and pre-constructions of outstanding Variation Orders. Status of the BGs available with the Other Change of Email address and Mobile nuthanding over /transfer of all E-office of Status of Officers. Minutes of Meeting held on Contractors/ Concessionaire and Supervisummary of Court/DRB/ At cases BO we Summary of Project expenditure till List of claims filed by various concessions Any other issue.	ficial mber in the BGMS, if applicable. iles.  of with sion Consultants/ Independent Engineers. ise.
Signatu	ure of Relieved Officer	Signature of Relieving Officer
		Name:
		Designation:
Datas	1	Onto:

## (HANDING/TAKING OVER OF CHARGE OF PROJECTS

1.	Certified that we have handed over/taken over the charge of the following Projects/works on(date)  (a) (b) (c) (d)
2.	 Status of land acquisition(LA) and other pre-construction activities is as under:-
	(a) Present status of Land acquisition:-
	(b) Present status of utilities of Power/Electrical Department:-
	(c) Present status of utilities of PHED Department:-
	(d) Present status of Forest and wild life clearances:-
	(e) Any others/issues.
3.	Status of ongoing Projects/ Works are as under:-

S.No.	Name of Work	Physical progress	Financial Progress	Remarks
(a)				
(b)				
(c)				
(d)				

4. Status of ongoing DPRs are as under:-

S.No.	Name of Work	Report submitted	Remarks
(a)			
(b)			
(c)			
(d)			

5. The following Measurement Books are handed over:-

S.No.	MD NO	Filled P	Filled Pages		Blank Pages	
5.NO.	MB NO.	From	То	From	То	Remarks
(a)						
(b)						
(c)						
(d)						

	(d)						
5	. Status (a) (b) (c) (d)	s of Court/Legal cases (if	any) are as ur	nder:-			
7	(a) Co (b) Co (c) As	ollowing Documents/Asso ontract Agreements (CA) orrespondence letters file sets such as Table, Chair ersonal protective equip	- List attached es –List attach r, P.C., Printer,	l ned , Vehicle et	tc List attac		rge:-
	Signat	ure of Relieved Officer		Sig	gnature of Re	lieving Offic	er
	Name Desigr Date:	: nation:		De	ame:- esignation: ate:		

## NO DUES CERTIFICATE

	All concerned are reques	sted to p	rovide	No	Due	Certificate for:	in	respect	of	Mr/Ms
1. the serv	Relieving him/her on his/her vices of NHIDCL/ repatriation						ent/	superan	nuati	on fron
2. to the p	Relieving him/her from the s				0.770		ation	on his/	her s	election
	Manager(HR) s to certify that there is nothing	g due/ is du	ue agair	nst Sl	hri/Sm	ıt/Ms				
S. No	Department	Detail	s of Du	es		Naı Dat		& Sign	ature	with
1.	Concerned Department									
2.	HR Division									
3.	Admin Division									
1. 2. 3. 4. 5.	Finance Division									
5.	Library									
6.	Misc. if any									



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

Phone: 011-23461600

3<sup>rd</sup> Floor, PTI Building 4, Parliament Street New Delhi-110001

NHIDCL/HQ/Field Office/E-184338/2501

10<sup>th</sup> December, 2020

## OFFICE ORDER (22) /2020)

Subject: Consolidated Instructions for Management of Field Offices.

Consolidated Instructions for Management of Field Offices were issued vide order dated 19.05.2020. Often requests are being received for relaxing some provisions of these orders. In order to have a proper understanding of the issues involved, all the ROs were requested to suggest changes that may be incorporated in these orders.

- 2. Suggestions from some ROs were received. Based on these suggestions and in the light of the experience gained and also keeping in view the works being handled by the ROs, the staff strength indicated in the staffing norms, office establishment expenditures viz., hiring of office accommodation, vehicles, expenditure ceiling and the expenditure limit for procurement of goods and services etc. have been reviewed.
- 3. The revised approved (I) staffing norms, (II) office establishment expenditures viz., a) hiring of office accommodation, b) vehicles, c) expenditure ceiling and the d) expenditure limit for procurement of goods and services etc shall be as in Annexure-I to V.
- 4. Site offices where projects are more may be headed by DGM(T/P) in addition to existing staff. The other terms & conditions of the Office Order dated 19.05.2020 shall remain unchanged.
- 5. One GM (T/P) and DGM (T/P) to be posted at HQrs for infrastructure projects.

6. The above would be reviewed after one year.

(S.Ramakrishnan) Deputy General Manager (HR)

To,

1.All ED(T/P)

2.All GMs/DGMs

3.IT Cell for uploading

4. Dy Manager (Rajbhasha)

5.Team Leader e-Disha.

Copy to:

1.PS to MD/PS to Director (A&F)/PS to Director (T).

## 1. Staffing Norms

SI.	Staff strength	RO	PMU	Site Office	Remarks
No.		Revised Staff Strength	Revised Staff Strength	Revised Staff Strength	
1.	Executive Director (P)	1	-	-	
2.	General Manager (P)	-	1	-	
3.	Dy. General Manager (P)	2	-	1#	
4.	General Manager/ Dy. General Manager (Electrical)	1	-	-	
5.	General Manager/ Dy. General Manager (Mechanical)	1	-	-	e e
6.	GM/ DGM (LA/Admin) [In addition the order dated 19.05.2020]	1	•	-	
7.	DGM (Finance) [In addition the order dated 19.05.2020]	1	•	-	
8.	Manager(Finance)/ Dy. Manager (Finance)	5	-		
9.	Accountant			•	
10.	Manager (P)	6	5	2	
11.	Graduate Engineer				
12.	Jr. Manager (HR)	1	-		
13.	IT Engineer /SAP	4	1	-	
14.	SAP Expert (in addition the order dated 19.05.2020)		-	-	
15.	Legal Professional	1	-	-	
16.	OA/ DEO	07	4		
17.	PA/Steno	-			
18.	MTS	4	2	1	
19.	LA Consultant	1	-	-	
20.	Liaison Officer (Manager Level) - on Contract	1 (@ Rs. 50,000/-)	-	-	
	Total	37	13	3	
	Security / Housekeeping	As per requiren			

Note: 1. A Manager is allowed for SO, Khellani, in addition to 2 GEs.

2. Two additional MTS for maintaining transit facilities under RO-Leh

# Site offices where projects are more may be headed by DGM in addition to existing staff.

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<sup>3.</sup> RO shall have only DGM (T/P) rank officer and supported by other staff. No GM (T/P) shall be posted to RO. The PMU may be headed by the GM (T/P)/DGM (T/P) as the case may be. The PMU shall report directly to ED at RO.

## 2. Office Establishment

				Remarks
	Revised Provision	Revised Provision	Revised Provision	· ·
Carpet Area (sq mtr.)	No restriction	No restriction	No restriction	
Ceiling of monthly rent (Rs.)	Rs.2,50,000/-	Rs.1,50,000/-	Rs.50,000/-	
	mtr.)  Ceiling of monthly	Carpet Area (sq No restriction mtr.)  Ceiling of monthly rent (Rs.)  Rrovision  Rovision  Rs.2,50,000/-	Provision Provision  Carpet Area (sq No restriction mtr.)  No restriction No restriction  Rs.2,50,000/-  Rs.1,50,000/-	Provision Provision Provision  Carpet Area (sq No restriction mtr.)  No restriction No restriction No restriction  Rs.2,50,000/- Rs.1,50,000/- Rs.50,000/-

#### Note:

- 1. There shall be no restriction on the hiring of office accommodation, viz-a-viz carpet area. ROs, PMUs and SOs may hire the office accommodation within the financial limits indicated above.
- 2. For Leh/Ladakh, the financial limit shall be twice the above norms.



## 2.2 Vehicles

S.No	)	Offices	Revised Provision
		1.1 For ED(P)	01
1.	RO	1.2 For LA Activity	01
		1.3 Inspection Vehicles	02
		1.4 Rental ceiling	For ED (P) 3000 Km Rs. 85,000/-
		,	For others 3000 Km Rs. 65,000/-
2.	PMU	2.1 For GM/ DGM (P)	01
		2.2 Inspection Vehicles	02
		2.3 Rental ceiling	3000 Km Rs. 65,000/-
3.	Site Offices	3.1 Inspection Vehicles	01
		3.2 Rental ceiling	3000 Km Rs. 65,000/-

Note: 1. For Leh/Ladakh, the financial limit shall be twice the above norms & they may hire one 4X4 for ED/GM(P), Leh. One additional vehicle for PMU and one additional vehicle for SO-Padam/Transit camps.

1. Site Office Khellani is allowed to hire 2 vehicles.

# 2.3 Expenditure Ceiling

Sl.	Particulars	RO	PMU	Site Office
No.	*	Revised Provision	Revised Provision	Revised Provision
1.	Rent, Rates & Taxes expenses	As per norms specified	As per norms specified	As per norms specified
2.	Electricity and water charges	As per actual	As per actual	As per actual
3.	Legal & Professional Charges	As per rates approved by HQrs through panel to be prepared by concerned ED (P)s.	As per rates approved by HQrs through panel to be prepared by concerned ED (P)s.	As per rates approved by HQrs through panel to be prepared by concerned ED (P)s.
4.	Salary / Remuneration / TA & DA Expenses	As per actual	As per actual	As per actual
5.	Payment of Vehicles	As per contract	As per contract	As per contract
6.	Payment to Outsourced staff	As per contract	As per contract	As per contract
7.	Repair and renovation of Govt. Buildings hired on rent	Rs.20.00 lacs	Rs.15.00 lacs	Rs.5.00 lacs
8.	AMC for IT equipments/ ACs/ water coolers/Heating/and other appliances necessary for office/camp office/ site office/guest room, etc.	Rs.3.00 lacs	Rs.2.00 lacs	Rs.1.00 lacs
9.	Office expenses	Rs.20.00 lacs	Rs.12.00 lacs	Rs.3.00 lacs
10.	Furniture's , fixtures, & Fitting Exp. (lump sum at time of opening of office)	Rs.20.00 lacs	Rs.12.00 lacs	Rs. 2.00 Lacs
11.	Office equipment including IT equipment/ ACs/ water coolers/Heating/and other appliances necessary for office/camp office/ site office/guest room, etc. /(lump sum at time of opening of office)	Rs.20.00 lacs	Rs.10.00 lacs	Rs. 2.00 Lacs

Note: 1. In r/o S.No. 7 to 11, Annual Ceilings of PMUs and Site Offices will be operated by the ROs.

2. For Leh/Ladakh, the financial limit shall be twice the above norms.

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# 2.4 All Procurement of goods and services are delegated as under:-

Items	Purchase by ED	Purchase by GM/DGM/of PMU
	Revised Provision	Revised Provision
Off the shelf purchase	Upto Rs. 1,50,000/-	Upto Rs. 50,000/-
Purchase by three quotations	Upto Rs. 5,00,000/-	Upto Rs. 2,00,000/-
Purchase through limited orders	Upto Rs. 10,00,000/- (Through Internal Purchase Committee)	Upto Rs. 3,00,000/-
Purchase through open tender	Any amount (Through Internal Purchase Committee)	Upto Rs. 5,00,000/-
	,	
	Off the shelf purchase Purchase by three quotations Purchase through limited orders  Purchase through	Revised Provision  Off the shelf purchase  Purchase by three quotations  Purchase through limited orders  Purchase through  Purchase through  Any amount (Through

Note: 1. Annual Ceiling of PMU will be operated by RO.

2. For Leh/Ladakh, the financial limit shall be twice the above norms.