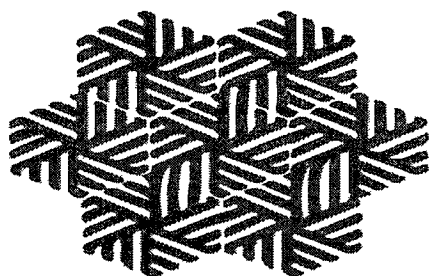


**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**“SELECTION AND APPOINTMENT OF A MANPOWER  
SERVICE PROVIDER FOR PROVIDING OUTSOURCED  
MANPOWER SERVICES TO NORTH EASTERN  
HANDICRAFTS AND HANDLOOMS DEVELOPMENT  
CORPORATION LIMITED (NEHHDC)”**



**उ.पू. ह.ह.वि.नि.**

**NEHHDC**

**North Eastern  
Handicrafts and Handlooms  
Development Corporation**

**(A Government of India Enterprise)**

**Crafts Promotion & Experience Center, Garchuk, Pamohi Road, Guwahati -**

**781035, Assam**

**Website: [www.nehhdc.com](http://www.nehhdc.com)**



## A. REQUEST FOR PROPOSAL (RFP) NOTICE

**RFP No: NEHHDC/ADMIN/MANPOWER/2026-27/ 7389**

North Eastern Handicrafts and Handlooms Development Corporation Limited (NEHHDC), a Government of India Enterprise under the Ministry of Development of North Eastern Region (MDoNER), invites sealed proposals under a Two-Bid System (Technical Bid and Financial Bid) from eligible and experienced Manpower Service Providers for **Selection and Appointment of a Manpower Service Provider for Providing Outsourced Manpower Services at its Corporate Office, Production Centres, Regional Offices, Emporiums, Project Offices and other establishments situated across India.**

The selected Agency shall provide suitable manpower under various categories as may be requisitioned by NEHHDC from time to time during the currency of the Contract strictly in accordance with the terms and conditions of this Request for Proposal.

The detailed RFP document has been uploaded on the official website <https://www.nehhdc.com> and Central Public Procurement Portal (CPP Portal) <https://etenders.gov.in/e procure/appto> to be used for submission of the Bids.

The RFP shall be opened on **27<sup>th</sup> AUG, 2026 (03:00 PM)**. The representatives of the Bidders who wish to be present during the bid opening may kindly make it convenient to attend the same through VC, the link of which will be provided on our official website ([www.nehhdc.com](http://www.nehhdc.com)) before the opening of the bid.



**Managing Director**

**North Eastern Handicrafts and Handlooms Corporation Ltd.**



## B. INDEX OF CONTENTS

| Sl. No. | CHAPTER NO. | CONTENT                                                         | PAGE No. |
|---------|-------------|-----------------------------------------------------------------|----------|
| 1.      | A           | NOTICE INVITING REQUEST FOR PROPOSAL (NIRFP)                    | 2        |
|         | B           | INDEX OF CONTENTS                                               | 3        |
| 2.      | C           | GLOSSARY/DEFINITIONS/ABBREVIATIONS                              | 4-8      |
| 3.      | D           | DISCLAIMER                                                      | 9-11     |
| 4.      | Chapter 1   | BID DATA SHEET (BDS)                                            | 12-15    |
| 5.      | Chapter 2   | INSTRUCTIONS TO BIDDERS                                         | 16-23    |
| 6.      | Chapter 3   | SCOPE OF WORK                                                   | 24-30    |
| 7.      | Chapter 4   | GENERAL CONDITIONS OF CONTRACT (GCC)                            | 31-36    |
| 8.      | Chapter 5   | FINANCIAL TERMS, PAYMENT MECHANISM & PERFORMANCE SECURITY       | 37-46    |
| 9.      | Chapter 6   | OBLIGATIONS AND RESPONSIBILITIES OF THE SELECTED AGENCY         | 47-53    |
| 10.     | Chapter 7   | OBLIGATIONS AND RESPONSIBILITIES OF NEHHDC                      | 54-59    |
| 11.     | Chapter 8   | PENALTIES                                                       | 60-61    |
| 12.     | Chapter 9   | STATUTORY COMPLIANCE AND LABOUR LAW OBLIGATIONS                 | 62-67    |
| 13.     | Chapter 10  | TERMINATION OF CONTRACT                                         | 68-72    |
| 14.     | Chapter 11  | FORMATS OF DOCUMENTS & OTHER SPECIFICATIONS RELATED TO THIS RFP | 74-87    |



## **C. GLOSSARY/DEFINITIONS/ABBREVIATIONS**

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

### **C.1 DEFINITIONS**

Unless the context otherwise requires, the following expressions shall have the meanings assigned to them herein:

#### **C.1.1 "Act"**

Means any Act, Rule, Regulation, Notification, Order, Guideline or Statutory Instrument issued by the Government of India, State Government or any Competent Authority, as amended from time to time.

#### **C.1.2 "Agency" / "Service Provider"**

Means the successful Bidder selected by NEHHDC pursuant to this RFP and with whom the Contract Agreement is executed for providing outsourced manpower services.

#### **C.1.3 "Applicable Laws"**

Means all Central and State Acts, Rules, Regulations, Notifications, Orders, Labour Laws, Taxation Laws, Government Instructions and statutory provisions applicable during the currency of the Contract.

#### **C.1.4 "Bid"**

Means the Proposal submitted by the Bidder comprising the Technical Bid and Financial Bid in response to this RFP.

#### **C.1.5 "Bidder"**

Means any Proprietorship Firm, Partnership Firm, Limited Liability Partnership (LLP), Company, Society, Cooperative or any other legally recognised entity participating in this RFP.

#### **C.1.6 "Contract"**

Means the Agreement executed between NEHHDC and the Selected Agency together with the RFP, Corrigenda, Addenda, Letter of Award, Work Orders, written communications and all documents forming part of the Contract.



### **C.1.7 "Contract Period"**

Means the period commencing from the effective date mentioned in the Letter of Award or Agreement and continuing until expiry or earlier termination of the Contract.

### **C.1.8 "Competent Authority"**

Means the Managing Director of NEHHDC or any Officer duly authorized by the Managing Director for exercising powers under this RFP.

### **C.1.9 "Corporation"**

Means North Eastern Handicrafts and Handlooms Development Corporation Limited (NEHHDC), a Government of India Enterprise under the Ministry of Development of North Eastern Region.

### **C.1.10 "Deployment"**

Means placement of manpower by the Agency at any office, unit, project, emporium, production centre or any other establishment of NEHHDC pursuant to a written deployment order or manpower requisition.

### **C.1.11 "Deployment Order"**

Means a written order issued by NEHHDC specifying the category, number, qualifications, remuneration, reporting location, duration and other terms relating to deployment of manpower.

### **C.1.12 "Financial Bid"**

Means the commercial proposal submitted by the Bidder in the prescribed format indicating only the Agency Service Charge in accordance with this RFP.

### **C.1.13 "Force Majeure"**

Means any event beyond the reasonable control of the Parties, including but not limited to natural calamities, war, epidemic, acts of Government, civil unrest or other events rendering performance of the Contract impossible.

### **C.1.14 "GST"**

Means Goods and Services Tax applicable under the GST Acts and Rules.

### **C.1.15 "Letter of Award (LoA)"**

Means the formal written communication issued by NEHHDC conveying acceptance of the Bid and intention to award the Contract.



#### **C.1.16 "Manpower"**

Means personnel deployed by the Agency under various categories pursuant to this Contract, including administrative, technical, project, marketing, retail, housekeeping, skilled, semi-skilled, unskilled and other personnel as may be requisitioned by NEHHDC.

#### **C.1.17 "Manpower Requisition"**

Means a written communication issued by NEHHDC requiring deployment of one or more personnel specifying the category, qualification, remuneration, location, duration and other conditions of deployment.

#### **C.1.18 "Monthly Manpower Cost"**

Means the remuneration approved by NEHHDC for deployed personnel together with statutory employer contributions and other admissible statutory payments payable under applicable laws.

#### **C.1.19 "Personnel"**

Means employees recruited, appointed and deployed by the Agency for rendering services under this Contract.

#### **C.1.20 "Principal Employer"**

Means NEHHDC, wherever recognized as the Principal Employer under applicable labour laws solely for statutory purposes. Nothing contained herein shall create an employer-employee relationship between NEHHDC and the deployed personnel.

#### **C.1.21 "RFP"**

Means this Request for Proposal together with all schedules, annexures, corrigenda, clarifications and amendments issued by NEHHDC.

#### **C.1.22 "Service Charge"**

**"Service Charge means the Agency's administrative/service fee quoted as a percentage (%) of the Monthly Manpower Cost. The quoted Service Charge shall include all administrative expenses, recruitment expenses, payroll processing, statutory compliance management, supervision, establishment expenses, overheads and profit of the Agency and shall constitute the sole parameter for financial evaluation..**

#### **C.1.23 "Statutory Dues"**

Means EPF, ESIC, Bonus, Gratuity, Labour Welfare Fund, Compensation, Taxes and any other statutory payments required under applicable laws.



#### C.1.24 "Work Order"

Means any written order issued by NEHHDC pursuant to the Contract for deployment of manpower.

#### C.1.25 "Performance Security"

Performance Security means the Initial Performance Security together with any Additional Performance Security furnished by the Agency under Clause 5.20.

#### C.1.26 "Additional Performance Security"

Additional Performance Security means any additional amount furnished by the Agency so that the total Performance Security remains equivalent to the prescribed level under Clause 5.20.

#### C.1.27 "Active Deployment Order"

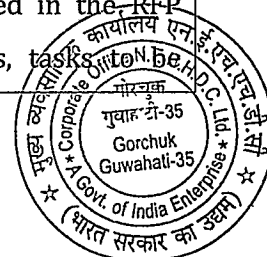
Active Deployment Order means a Deployment Order issued by NEHHDC which continues to remain in force and under which manpower is presently deployed.

#### C.1.28 "Cumulative Annualised Reimbursable Manpower Cost. "

"Shall have the meaning assigned in Clause 5.20.4."

### C.2 Abbreviations

| ABBREVIATIONS            | DETAILS                                                                                                                                                                                                                                                                |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NEHHDC                   | North Eastern Handicrafts and Handlooms Development Corporation Limited                                                                                                                                                                                                |
| Addendum /Corrigendum    | Any changes in the Bid document in response to the pre-Bid meeting, duly approved by the Competent Authority of NEHHDC                                                                                                                                                 |
| Assignment               | Assignment / Job means the work to be performed by the Agency under the Contract pursuant to the Scope of Work, Deployment Orders and Manpower Requisitions issued by NEHHDC.                                                                                          |
| Bidder                   | Bidder means the Individual firm who participate in this RFP and submits its Bid and their subagents/representatives who help in the delivery of obligations under this RFP and related agreements, etc., for purposes of submitting declarations related to this RFP. |
| Commissioning            | "Commissioning" means successful completion of all deliverables related to the scope of work as defined in the RFP documents.                                                                                                                                          |
| Competent Authority      | MD, NEHHDC                                                                                                                                                                                                                                                             |
| Terms of Reference (TOR) | Terms of Reference (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks                                                                                                                                        |

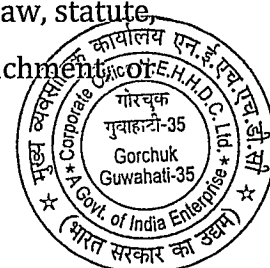


|        |                                                                                                                                                |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------|
|        | performed, respective responsibilities of the Project Authority and the agencies, and expected results and deliverables of the Assignment/Job. |
| RFP    | Request for Proposal                                                                                                                           |
| NIT    | Notice Inviting Tender                                                                                                                         |
| LoA    | Letter of Award                                                                                                                                |
| LoI    | Letter of Intent                                                                                                                               |
| EMD    | Earnest Money Deposit                                                                                                                          |
| PBG    | Performance Bank Guarantee                                                                                                                     |
| EPF    | Employees' Provident Fund                                                                                                                      |
| ESIC   | Employees' State Insurance Corporation                                                                                                         |
| GST    | Goods and Services Tax                                                                                                                         |
| SLA    | Service Level Agreement                                                                                                                        |
| GCC    | General Conditions of Contract                                                                                                                 |
| SCC    | Special Conditions of Contract                                                                                                                 |
| GoI    | Government of India                                                                                                                            |
| PSU    | Public Sector Undertaking                                                                                                                      |
| MDoNER | Ministry of Development of North Eastern Region                                                                                                |



#### **D. DISCLAIMER**

1. The information contained in this Request for Proposal ("RFP") or subsequently provided to the Bidder(s), whether in documentary, electronic, verbal or any other form by or on behalf of North Eastern Handicrafts and Handlooms Development Corporation Limited (NEHHDC), is provided solely for the purpose of assisting prospective bidders in the preparation and submission of their proposals for selection of a Manpower Service Provider. Such information is provided on the terms and conditions set out in this RFP and any subsequent corrigendum, clarification or amendment issued by NEHHDC.
2. This RFP is neither an agreement nor an offer by NEHHDC to any prospective bidder or any other person. It is only an invitation to submit proposals and shall not be construed as creating any contractual obligation or commitment on the part of NEHHDC until a formal Contract Agreement is executed with the selected bidder.
3. The information contained in this RFP covers a wide range of matters, some of which may require interpretation of applicable laws, rules or regulations. The information provided herein is not intended to be exhaustive or to constitute legal, financial, commercial or technical advice. Each bidder is advised to independently verify all information contained in this RFP and obtain appropriate professional advice as may be considered necessary before submitting its proposal.
4. This RFP may not contain all the information that every bidder may require. Each bidder shall conduct its own investigations, analysis, inspections and due diligence regarding the scope of work, statutory requirements, technical specifications, commercial viability and all other matters relevant to the submission of its proposal and execution of the contract.
5. NEHHDC has exercised reasonable care in the preparation of this RFP. However, NEHHDC makes no representation or warranty, express or implied, regarding the accuracy, adequacy, correctness, completeness, reliability or suitability of the information contained herein or otherwise made available to the bidders. NEHHDC shall not be liable for any omission, error, inaccuracy or deficiency in this RFP or any interpretation thereof.
6. NEHHDC shall not be liable to any bidder or any other person under any law, statute, rule, regulation, contract, tort, principles of restitution or unjust enrichment.

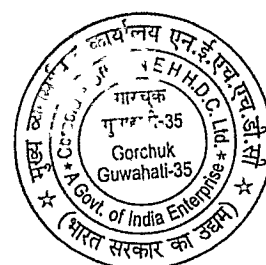


otherwise, for any loss, damage, cost or expense arising directly or indirectly from reliance upon this RFP or from participation in the bidding process, irrespective of the cause, including negligence.

7. The information, assessments, assumptions, estimates and projections contained in this RFP are indicative in nature and are intended solely to facilitate preparation of bids. Each bidder shall independently verify the accuracy and applicability of such information and shall be solely responsible for any conclusions drawn therefrom. No bidder shall have any claim against NEHHDC arising out of any misunderstanding or incorrect interpretation of the information provided.
8. Prospective bidders are advised to acquaint themselves with all local conditions, site conditions, operational requirements and other circumstances that may affect the execution of the contract. Where considered necessary, bidders shall visit the respective sites at their own cost and responsibility to obtain all information required for proper assessment of the scope of work. NEHHDC shall not entertain any claim arising from lack of such inspection, inadequate examination or non-familiarity with local conditions.
9. It shall be deemed that, prior to submission of its proposal, each bidder has carefully examined the entire RFP, understood all terms and conditions, obtained all information considered necessary for submission of the bid, satisfied itself regarding all factors affecting the performance of the contract, and accepted full responsibility for its own assessment. NEHHDC shall not be liable for any mistake, omission, misunderstanding or negligence on the part of any bidder in this regard.
10. The issuance of this RFP does not imply that NEHHDC is bound to select any bidder or appoint the selected bidder as the Manpower Service Provider. NEHHDC reserves the absolute right, at its sole discretion, to accept or reject any or all proposals, wholly or partly, or to annul, suspend, modify, withdraw or cancel the bidding process at any stage without assigning any reason whatsoever and without incurring any liability to any bidder.
11. NEHHDC reserves the right to amend, modify, supplement, clarify, extend or withdraw any provision of this RFP at any time prior to the award of the contract. Any corrigendum, amendment, clarification or modification issued by NEHHDC shall form an integral part of this RFP and shall be binding upon all bidders.



12. All costs and expenses incurred by the bidders in connection with the preparation and submission of proposals, site visits, collection of information, presentations, demonstrations, negotiations or participation in any stage of the bidding process shall be borne exclusively by the bidders. NEHHDC shall not be responsible or liable for any such costs or expenses incurred by the bidder in connection with the bidding process
13. The selected agency shall be solely responsible, at its own cost and risk, for complying with all applicable Central and State Government Acts, Rules, Regulations, Notifications, Labour Laws, Social Security Legislations, Taxation Laws and all other statutory requirements applicable during the entire period of the contract.
14. Nothing contained in this RFP or the Contract Agreement shall be construed as creating any employer–employee relationship between NEHHDC and the personnel deployed by the selected agency. The deployed personnel shall remain, at all times, the employees of the selected agency, which shall be solely responsible for their recruitment, wages, statutory compliances, disciplinary control, supervision and all other employer obligations.
15. The personnel deployed by the selected agency shall have no claim whatsoever against NEHHDC for regular appointment, absorption, continuation of service, seniority, pension, gratuity or any other employment-related benefit during or after the currency of the contract.
16. This RFP shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this RFP or the bidding process shall be subject to the exclusive jurisdiction of the competent courts at Guwahati, Assam, unless otherwise provided in the Contract Agreement.



## 1. DATA SHEET FOR RFP

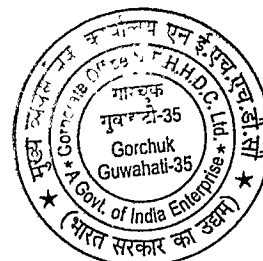
RFP No: NEHHDC/ADMIN/MANPOWER/2026-27/ 7389

### 1.1 Notice Inviting RFP:

The Managing Director, North Eastern Handicrafts and Handlooms Development Corporation Limited (NEHHDC), invites online bids through the Central Public Procurement Portal (CPP Portal) from eligible, competent, and experienced entrepreneurs, companies, and organisations for the **REQUEST FOR PROPOSAL (RFP) FOR "SELECTION AND APPOINTMENT OF A MANPOWER SERVICE PROVIDER FOR PROVIDING OUTSOURCED MANPOWER SERVICES TO NORTH EASTERN HANDICRAFTS AND HANDLOOMS DEVELOPMENT CORPORATION LIMITED (NEHHDC)"**

### 1.2 Tender Summary

| Sl. No. | Particular                 | Details                                                                                                                                                                                   |
|---------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Name of Work               | SELECTION AND APPOINTMENT OF A MANPOWER SERVICE PROVIDER FOR PROVIDING OUTSOURCED MANPOWER SERVICES TO NORTH EASTERN HANDICRAFTS AND HANDLOOMS DEVELOPMENT CORPORATION LIMITED (NEHHDC)   |
|         | Office of issue:           | The Managing Director,<br>NEHHDC, Craft Promotion Center,<br>Garchuk, Pamohi Road,<br>Guwahati, Assam-781035                                                                              |
| 2       | Tender No.                 | NEHHDC/ADMIN/MAN.POWER/2026-27/____                                                                                                                                                       |
| 3       | Tender Type                | Open Tender through Request for Proposal (RFP)                                                                                                                                            |
| 4       | Bid System                 | Two Bid System (Technical Bid & Financial Bid)                                                                                                                                            |
| 5       | Contract Period            | One (01) Year initially, extendable at the sole discretion of NEHHDC                                                                                                                      |
|         | Period of validity of bids | 180(One Hundred Eighty) days from the date of opening of technical bids.                                                                                                                  |
| 6       | Tender fees                | 10000/- plus applicable taxes.                                                                                                                                                            |
| 7       | EMD amount                 | Not applicable                                                                                                                                                                            |
| 8       | Security Deposit           | Initial Rs. 5,00,000 with enhancement mechanism as per Clause 5.20                                                                                                                        |
| 9       | Mode of Submission         | Offline / CPP Portal / GeM (as applicable)                                                                                                                                                |
| 10      | Nature of Contract         | Rate Contract for Supply of Manpower on Requirement Basis                                                                                                                                 |
| 11      | Procuring Entity           | North Eastern Handicrafts and Handlooms Development Corporation Limited                                                                                                                   |
|         | RFP Document               | Can be Downloaded from the website<br>1. <a href="http://www.nehhdc.com">www.nehhdc.com</a><br>2. <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> |



### 1.3 Critical Dates Table

| Sl. No. | Particulars                                        | Details                                                                                                 |
|---------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1       | Date of Publication of RFP                         | 10:00 AM, 06/08/2026                                                                                    |
| 2       | Bid submission start date                          | 10:00 AM, 06/08/2026                                                                                    |
| 3       | RFP Document available from                        | 10:00 AM, 06/08/2026                                                                                    |
| 4       | Last Date for Submission of Queries via Email Only | 12:30 PM, 12/08/2026                                                                                    |
| 5       | Issue of Clarifications on NEHHDC Website (If Any) | 03:00 PM, 12/08/2026                                                                                    |
| 6       | Last Date & Time of Submission of RFP              | 02:30 PM, 26/08/2026                                                                                    |
| 7       | Opening of Technical Bid                           | 03:00 PM, 27/08/2026                                                                                    |
| 8       | Opening of Financial Bid                           | Shall be intimated only to technically qualified bidders. Link will be published on the NEHHDC Website. |

**Note:** All timings are as per Indian Standard Time (IST). NEHHDC reserves the right to extend or modify the above schedule with due notification on the CPP Portal.

### 1.4 Mode of Submission

Bids shall be submitted **ONLINE ONLY** through the Central Public Procurement Portal (CPP Portal): <https://etenders.gov.in/eprocure/app>.

### 1.5 TENDER FEES:

1.5.1 The bidder/bidders must submit a non-refundable **TENDER FEE of Rs. 10,000/- (Rupees Ten Thousand Only)**, exclusive of applicable taxes.

1.5.2 The bidder shall submit, along with the Technical Bid, **either:**  
(a) documentary evidence of payment of the Tender Fee; **or**  
(b) where claiming exemption under Clause 1.5.3, valid documentary evidence in support of such exemption, such as a valid Udyam Registration Certificate, DPIIT Recognition Certificate, or any other document prescribed under the applicable Government of India instructions..

1.5.3 Exemption from submission of Tender Fee shall be applicable to eligible **Micro and Small Enterprises (MSEs) holding a valid Udyam Registration for the relevant/similar service covered under this RFP and DPIIT-recognised Startups** for the relevant/similar service, in accordance with the applicable Government of India instructions/GFR provisions, subject to submission of valid documentary evidence. **The bidder/bidders shall submit the Tender Fees via Online (The Transaction Proof is to be uploaded in the CPPP Portal along with other BID documents).**

The details are furnished below:

**ACCOUNT NAME: NEHHDC Ltd**

**Account No: 10566982760**

**Bank Name: State Bank of India**

**Branch: Garchuk**

**IFSC Code: SBIN0005240**



# **Purchase Preference:** Except where specifically provided in this RFP, no purchase preference under the Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be applicable to this procurement. However, eligible bidders shall be entitled to such exemptions or benefits as are expressly provided under this RFP and the applicable Government of India instructions.

## 1.6 Contact Details for Clarification

| Parameter             | Details                                                                                                                                                                                                                                          |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Issuing Authority     | Managing Director, NEHHDC                                                                                                                                                                                                                        |
| Address               | Crafts Promotion & Experience Centre, Garchuk, Pamohi Road,<br>Guwahati – 781035, Assam                                                                                                                                                          |
| Email                 | <a href="mailto:md.nehhdcl@gmail.com">md.nehhdcl@gmail.com</a><br><a href="mailto:mgr.hradmin@nehhdc.com">mgr.hradmin@nehhdc.com</a><br><a href="mailto:mgrc@nehhdc.com">mgrc@nehhdc.com</a><br><a href="mailto:hr@nehhdc.com">hr@nehhdc.com</a> |
| Website               | <a href="http://www.nehhdcl.com">www.nehhdcl.com</a>                                                                                                                                                                                             |
| Helpdesk (CPP Portal) | <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>                                                                                                                                                          |

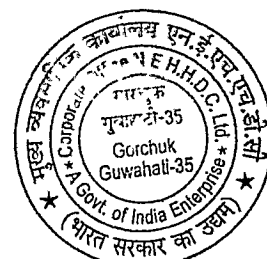
## 1.7 Nature of Contract

The Contract proposed under this RFP is **not** for the deployment of a fixed number of personnel. The selected Agency shall deploy manpower strictly on the basis of written requisitions issued by NEHHDC from time to time. The quantity, category, qualification, duration and place of deployment shall vary depending upon the operational requirements of the Corporation. Nothing contained in this RFP shall be construed as a commitment by NEHHDC to procure any minimum quantity of manpower during the Contract period.

## 1.8 Scope of Deployment

The selected Agency may be required to provide manpower under various categories, including but not limited to:

- (a) Administrative Personnel
- (b) Technical Personnel
- (c) Project Staff
- (d) Marketing Personnel
- (e) Retail Staff
- (f) IT Support Personnel
- (g) Accounts Personnel
- (h) Drivers
- (i) Housekeeping Staff
- (j) Multi-Tasking Staff
- (k) Skilled Workers
- (l) Supervisory Staff
- (m) Any other category as may be required by NEHHDC.



The above list is only illustrative and not exhaustive.

### 1.9. Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) is not applicable for this Request for Proposal. Accordingly, no bidder shall be required to furnish any Earnest Money Deposit.

### 1.10. Performance Security

The successful bidder shall furnish an **Initial Performance Security of Rs. 5,00,000/- (Rupees Five Lakh only)** together with such additional Performance Security as may become payable under Clause 5.20 of this RFP.

The detailed provisions relating to submission, enhancement, validity, invocation and release of the Performance Security shall be governed by **Clause 5.20**.

### 1.11. Bid Validity

The Proposal submitted by the Bidder shall remain valid for a period of **180 days** from the last date of submission of bids.

### 1.12. Right to Accept or Reject

NEHHDC reserves the absolute right to: (without assigning any reason whatsoever and without incurring any liability towards any bidder)

- accept or reject any proposal;
- reject all proposals;
- annul the bidding process;
- cancel the RFP at any stage;
- modify the Scope of Work;
- withdraw any item from the RFP;
- increase or decrease the quantity of services.

### 1.13. Important Instructions

- (a) Bidders shall carefully read the complete RFP before submitting their Proposal.
- (b) Submission of the Proposal shall be deemed to constitute unconditional acceptance of all terms and conditions of this RFP.
- (c) Conditional bids shall be liable to rejection.
- (d) NEHHDC reserves the right to verify any information furnished by the Bidder from any source whatsoever.
- (e) Any suppression, misrepresentation or furnishing of false information shall render the Bid liable to rejection at any stage.
- (f) Canvassing in any form shall lead to disqualification.
- (g) Mere submission of the Proposal shall not confer any right upon the bidder for the award of the Contract.



**Managing Director**

**North Eastern Handicrafts and Handlooms Development Corporation Ltd**

## 2. INSTRUCTIONS TO BIDDERS

### 2.1 General

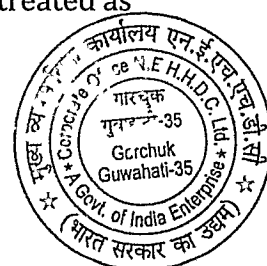
**2.1.1** North Eastern Handicrafts and Handlooms Development Corporation Limited (NEHHDC) invites proposals from eligible Manpower Service Providers for the selection and appointment of an Agency for providing outsourced manpower services in accordance with the provisions of this RFP.

**2.1.2** The selected Agency shall deploy suitable manpower strictly in accordance with the terms and conditions of this RFP and the written Manpower Requisitions issued by NEHHDC during the currency of the Contract.

### 2.2 Eligibility of Bidders

The Bidder shall satisfy the following minimum eligibility criteria:

- a) Shall be registered under the Companies Act, LLP Act, Partnership Act or as a Proprietorship Firm.
- b) Shall possess a valid PAN.
- c) Shall possess a valid GST Registration.
- d) Shall possess a valid EPF Registration.
- e) Shall possess a valid ESIC Registration.
- f) Shall possess a valid Labour Licence under the Contract Labour (Regulation and Abolition) Act, 1970, wherever applicable.
- g) Shall have a minimum of three (03) years' experience in providing manpower outsourcing services and shall satisfy the detailed experience requirements prescribed under Clause 4.4 of this RFP.
- h) Shall have an average annual turnover of not less than **Rs. 2,00,00,000 (Rupees Two Crore only)** during the last three financial years.
- i) Shall not have been blacklisted, banned or debarred by any Government Department, PSU, Government Company, Statutory Authority or Autonomous Body.
- j) Must have an Operational Office/Branch Office capable of recruitment, deployment, payroll administration and grievance redressal within the State of Assam on the last date of submission of bids. Bidders not having an existing Office/Branch Office in Assam or proposing to establish the same only after award of the Contract shall be treated as ineligible.



NEHHDC reserves the right to amend the eligibility criteria through a Corrigendum issued before the last date for submission of bids.

### **2.3 Clarifications on the RFP**

Any Bidder requiring clarification regarding this RFP may submit its queries in writing or through e-mail within the period specified in the Bid Schedule.

No verbal clarification shall be binding upon NEHHDC.

Clarifications, Corrigenda or Addenda issued by NEHHDC shall form an integral part of this RFP.

### **2.4 Language of Proposal**

The Proposal and all correspondence shall be in English.

Supporting documents in any other language shall be accompanied by an authenticated English translation. In case of any discrepancy, the English version shall prevail.

### **2.5 Currency**

For the purposes of this RFP, the Financial Bid shall be submitted in the prescribed CPPP BOQ format. The commercial quote shall consist solely of the Agency Service Charge expressed as a Percentage (%), in accordance with Clause 2.9 of this RFP. GST, wherever applicable, shall be payable separately in accordance with law.

### **2.6 Two-Bid System**

The Proposal shall comprise two separate parts:

#### **Envelope-I : Technical Bid**

Containing:

- Eligibility Documents
- Technical Proposal
- Signed RFP
- Declarations
- Supporting Documents

#### **Envelope-II : Financial Bid**

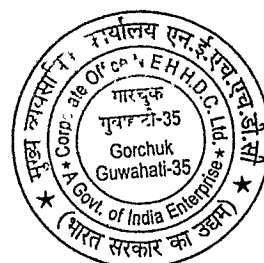
Containing only the Agency Service Charge quoted in the prescribed format.

No financial information whatsoever shall be included in the Technical Bid.

Any violation shall render the Bid liable for rejection.

### **2.7 Preparation of Technical Bid**

The Technical Bid shall include, inter alia:



- a) Covering Letter
- b) Bidder Information
- c) Registration Documents
- d) PAN
- e) GST Registration
- f) EPF Registration
- g) ESIC Registration
- h) Labour Licence
- i) Turnover Certificate
- j) Audited Financial Statements
- k) Experience Certificates
- l) Work Orders
- m) Completion Certificates
- n) Performance Certificates
- o) Power of Attorney / Authorization
- p) Non-Blacklisting Declaration
- q) Signed Copy of the RFP
- r) Proof of payment of Tender Fee (where applicable)
- s) All Annexures duly filled and signed
- t) Any other document required under this RFP

## **2.8 Preparation of Financial Bid**

The Financial Bid shall be submitted strictly in the prescribed format.

The Financial Bid shall be submitted strictly in the prescribed CPPP BOQ format and in accordance with the "Special Instructions for Submission of Financial Bid (BOQ)" contained in Clause 2.9 of this RFP. The Financial Bid shall not include any quotation towards:

- a. Salary
- b. Wages
- c. Remuneration
- d. EPF
- e. ESIC
- f. Bonus



- g. Gratuity
- h. Leave Encashment
- i. Insurance
- j. Any other statutory payment

as these shall be determined by NEHHDC through individual Manpower Requisitions during the Contract Period. Overwriting, corrections and conditional quotations shall not be permitted and shall render the Financial Bid liable to rejection.

## 2.9 Special Instructions for Submission of Financial Bid (BOQ)

### 1. Standard CPPP BOQ

The Financial Bid shall be submitted only through the Standard Item Rate Bill of Quantities (BOQ) prescribed under the Central Public Procurement Portal (CPPP). The Standard CPPP BOQ is adopted solely as the prescribed electronic format for submission of Financial Bids through the CPP Portal and shall not be construed as altering the commercial basis of bidding prescribed in this RFP.

### 2. Basis of Financial Bid

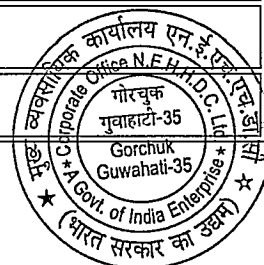
Notwithstanding anything contained in the Standard CPPP BOQ, the Financial Bid under this RFP shall be based exclusively on the Agency Service Charge quoted by the bidder as a Percentage (%).

The bidder shall enter only the numeric value representing the Agency Service Charge (%) in the designated editable Rate field of the BOQ.

For the purposes of this RFP, the numeric value entered by the bidder shall be deemed to represent the Agency Service Charge (%) only and shall be interpreted exclusively as a Percentage (%) for all purposes connected with bid evaluation, determination of L-1, award of Contract and execution thereof.

### 3. Illustrative Examples (For Removal of Doubt)

| Intended Agency Service Charge | Value to be entered in BOQ | Value considered for Evaluation |
|--------------------------------|----------------------------|---------------------------------|
| 0.50%                          | 0.50                       | 0.50%                           |
| 1.25%                          | 1.25                       | 1.25%                           |
| 2.50%                          | 2.50                       | 2.50%                           |
| 5.00%                          | 5.00                       | 5.00%                           |



**Illustration:**

If a bidder intends to quote an Agency Service Charge of 2.50%, the bidder shall enter only the numeric value "2.50" in the prescribed Rate field of the BOQ. Such value shall invariably be interpreted and evaluated as 2.50% (Two Point Five Zero Percent) and shall not be construed as ₹2.50 or any other monetary value.

**4. Financial Evaluation**

The Agency Service Charge (%) quoted by the bidder shall constitute the sole financial parameter for comparative evaluation of Financial Bids. Accordingly, the bidder quoting the lowest Agency Service Charge (%) shall be ranked as L-1, subject to fulfilment of all other requirements of this RFP.

For avoidance of doubt, any standard terminology, nomenclature or monetary expression appearing in the Standard CPPP BOQ shall not alter, modify or override the Financial Evaluation methodology prescribed in this RFP.

**5. Clarification and Acceptance by Bidder**

It shall be the responsibility of every bidder to carefully examine the provisions of this RFP and seek clarification, if any, during the prescribed pre-bid clarification period.

Submission of the Financial Bid shall constitute the bidder's confirmation that:

- (a) the bidder has read and understood the Financial Evaluation methodology prescribed in this RFP;
- (b) the numeric value entered in the BOQ represents the Agency Service Charge (%) only;
- (c) the bidder accepts that Financial Evaluation shall be carried out solely on the basis of the quoted Agency Service Charge (%) in accordance with the provisions of this RFP; and
- (d) in the event of any apparent inconsistency between the standard format of the CPPP BOQ and the provisions of this RFP relating to the Financial Evaluation methodology, the provisions of this RFP shall prevail.



**The bidder shall not make any alteration, qualification, condition, remark or explanatory note in the BOQ. Any conditional Financial Bid or any Financial Bid containing qualifications, assumptions or deviations from the prescribed BOQ format may be treated as non-responsive and liable for rejection.**

## **2.10 Opening of Technical Bids**

Technical Bids shall be opened on the scheduled date and time in the presence of the bidders or their authorised representatives who choose to attend either physically or through Video Conferencing, wherever such facility is provided by NEHHDC.

## **2.11 Preliminary Examination of Bids**

NEHHDC shall examine whether:

- The Bid has been submitted within time;
- The Bid is complete in all respects;
- All required documents have been furnished;
- The Bid has been duly signed;
- The prescribed Tender Fee has been submitted, wherever applicable;
- The Bidder satisfies the eligibility criteria;
- The Bid is substantially responsive to the requirements of this RFP.

NEHHDC may reject any Bid found to be non-responsive.

## **2.12 Clarifications During Evaluation**

NEHHDC may seek written clarifications from any Bidder for the purpose of evaluation.

Submission of clarifications shall not permit modification, substitution or alteration of the original Bid.

No change whatsoever in the Financial Bid shall be permitted after submission.

## **2.13 Evaluation Process**

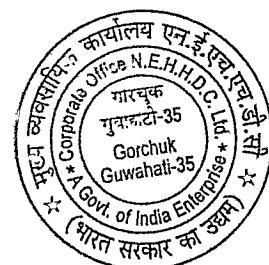
Evaluation shall be carried out in the following stages:

**Stage I – Preliminary Examination**

**Stage II – Technical Evaluation**

**Stage III – Financial Evaluation**

Only technically qualified bidders shall be considered for Financial Evaluation.



## 2.14 Financial Evaluation

The Financial Bid shall be evaluated solely on the basis of the quoted Agency Service Charge (%) in accordance with Clause 2.9 (Special Instructions for Submission of Financial Bid (BOQ)) of this RFP.

The quoted percentage shall remain firm and fixed throughout the Contract Period, including any extension thereof, unless otherwise expressly provided in the Contract.

The Service Charge shall not be revised merely because remuneration, statutory contributions, the number of deployed personnel or other monthly manpower costs vary during the Contract.

Where NEHHDC is of the opinion that the quoted Agency Service Charge is abnormally low and may adversely affect the bidder's ability to perform the Contract, NEHHDC may seek detailed written justification from the bidder. If the explanation is found unsatisfactory, NEHHDC reserves the right to reject such Financial Bid in accordance with applicable Government procurement guidelines.

## 2.15 Verification of Information

NEHHDC reserves the right to verify, independently and through any source considered appropriate:

- a) statutory registrations;
- b) credentials;
- c) experience;
- d) financial capacity;
- e) turnover;
- f) office infrastructure;
- g) manpower strength;
- h) past performance;
- i) any information furnished by the Bidder.

Submission of false, misleading or fabricated information shall render the Bid liable for rejection and may result in further action deemed appropriate by NEHHDC.

## 2.16 Confidentiality

Information furnished by the bidders shall be treated as confidential by NEHHDC except where disclosure is required under applicable law, judicial order, Government instructions or for the purpose of evaluation and award of the Contract.



## 2.17 Rejection of Bids

Without prejudice to any other provision of this RFP, a Bid shall be liable to rejection if it is:

- submitted after the prescribed deadline;
- unsigned or improperly signed;
- conditional;
- incomplete;
- not substantially responsive;
- submitted without the prescribed Tender Fee, wherever applicable;
- accompanied by false, misleading or fabricated information;
- submitted by an ineligible bidder;
- not accompanied by the required supporting documents;
- found to contain financial information in the Technical Bid;
- affected by conflict of interest;
- influenced by canvassing or attempts to influence the evaluation process;
- Otherwise found to be in violation of the provisions of this RFP.

## 2.18 Conflict of Interest

The Bidder shall disclose any actual, potential or perceived conflict of interest that may affect the bidding process or performance of the Contract.

Failure to disclose such conflict may result in rejection of the Bid or termination of the Contract, as the case may be.

## 2.19 Fraudulent and Corrupt Practices

The Bidder shall observe the highest standards of integrity, ethics and transparency throughout the bidding process and during execution of the Contract.

Any act of fraud, corruption, collusion, coercion, misrepresentation, submission of forged documents, bribery, canvassing or attempt to improperly influence the procurement process shall constitute sufficient ground for rejection of the Bid, forfeiture of Performance Security (where applicable), termination of the Contract, debarment from future procurements of NEHHDC and such other legal or administrative action as may be considered appropriate under applicable law.



### 3. SCOPE OF WORK

#### 3.1 Objective

The objective of this Request for Proposal (RFP) is to select and appoint a professionally competent Manpower Service Provider for providing outsourced manpower services to North Eastern Handicrafts and Handlooms Development Corporation Limited (NEHHDC) for its Corporate Office, Production Centres, Regional Offices, Emporiums, Project Offices and such other establishments across India.

The selected Agency shall provide suitable manpower under various categories, as may be requisitioned by NEHHDC from time to time, for assisting the Corporation in carrying out its administrative, technical, commercial, project, marketing, production, retail and support functions.

#### 3.2 Nature of Contract

The Contract shall be a **Rate Contract for the Supply of Manpower Services**. The Contract **shall not guarantee deployment of any minimum number of personnel** or any minimum value of business. Deployment shall be undertaken **strictly on an "As and When Required" basis**, depending upon the operational requirements of NEHHDC. The selected Agency shall have **no claim whatsoever** against NEHHDC on account of non-deployment or deployment of a lesser number of personnel than anticipated. The Contract shall operate as a Framework Rate Contract, and manpower shall be requisitioned by NEHHDC on an "as and when required" basis through written Manpower Requisitions.

#### 3.3 Areas of Deployment

The Agency may be required to deploy manpower at any of the following establishments of NEHHDC:

- Corporate Office
- Production Centres
- Regional Offices
- Marketing Offices
- PURVI Emporiums
- Exhibition Centres
- Sales Counters
- Project Sites
- Warehouses
- Museums
- Common Facility Centres
- Skill Development Centres
- Training Centres
- Any existing or future office/unit/project of NEHHDC anywhere in India.

NEHHDC reserves the right to increase or decrease the number of deployment locations during the Contract period.



### 3.4 Categories of Manpower

The Agency shall provide manpower under such categories as may be required by NEHHDC, including but not limited to:

#### A. Administrative & Office Support Personnel

- Office Assistant
- Personal Assistant
- Executive Assistant
- Receptionist
- Data Entry Operator
- Record Keeper
- Office Attendant
- Multi-Tasking Staff (MTS)
- Dispatch Assistant
- Store Assistant

#### B. Technical Personnel

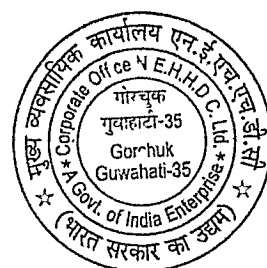
- IT Support Engineer
- Network Technician
- Textile Technologist
- Handloom Technical Assistant
- Handicrafts Technical Assistant
- CAD Operator
- Graphic Designer
- Machine Operator
- Laboratory Assistant
- Quality Inspector

#### C. Project Personnel

- Project Coordinator
- Project Assistant
- Project Executive
- Cluster Coordinator
- Documentation Assistant
- Survey Personnel
- Monitoring & Evaluation Assistant

#### D. Marketing & Retail Personnel

- Sales Executive
- Marketing Executive
- Retail Sales Assistant
- Cashier
- Customer Relationship Executive
- E-Commerce Support Staff



- Visual Merchandiser

### **E. Skilled & Support Personnel**

- Driver
- Electrician
- Plumber
- Carpenter
- Housekeeping Staff
- Pantry Staff
- Security Personnel (where permitted)
- Helper
- Loader/Unloader

### **F. Any Other Category**

NEHHDC may require deployment of manpower under any additional category not specifically mentioned above. The selected Agency shall arrange such manpower as per the qualifications and experience prescribed by NEHHDC.

### **3.5 Manpower Requisition Process**

NEHHDC shall issue a written **Manpower Requisition** to the selected Agency indicating:

- Number of personnel required.
- Category of manpower.
- Educational qualification.
- Experience.
- Desired skill set.
- Place of posting.
- Expected date of reporting.
- Duration of deployment.
- Working hours.
- Monthly remuneration approved by NEHHDC.
- Any special requirement.
- Any other terms and conditions relating to the deployment.

The Agency shall deploy suitable manpower strictly in accordance with such requisition.

### **3.6 Time for Deployment**

The selected Agency shall deploy the required manpower within the time specified in the Manpower Requisition.

Normally, deployment shall be completed within seven (7) to fifteen (15) days from the date of receipt of the Manpower Requisition, unless a different timeline is specified by NEHHDC. Failure to deploy manpower within the prescribed timeline, without sufficient



cause, shall constitute a service default and attract Liquidated Damages in accordance with Chapter 8 (Service Level Agreement, Performance Monitoring, Penalties, Liquidated Damages & Risk Purchase)

### **.3.7 Selection of Personnel**

The Agency shall:

- Identify suitable candidates.
- Verify educational qualifications.
- Verify previous employment.
- Conduct police verification for any category whenever considered necessary.
- Conduct medical fitness examination wherever necessary.
- Ensure the suitability of candidates.

NEHHDC reserves the right to interview or assess any proposed candidate before deployment.

### **3.8 Educational Qualification & Experience**

Qualification prescribed by NEHHDC shall not be lower than the minimum qualification required under applicable law wherever prescribed in the respective Manpower Requisition.

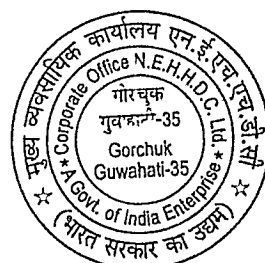
The Agency shall ensure that no person not fulfilling the prescribed qualifications is deployed.

### **3.9 Replacement of Personnel**

The Agency shall replace any deployed personnel within the period specified by NEHHDC in the following circumstances:

- Unsatisfactory performance.
- Misconduct.
- Absenteeism.
- Indiscipline.
- Resignation.
- Medical unfitness.
- Security concerns.
- Administrative reasons.

The Agency shall provide suitable replacement personnel within seven (7) days of receipt of NEHHDC's written requisition. In cases of urgent operational necessity, NEHHDC may specify a shorter replacement period in writing, having regard to the nature of the services required.



### 3.10 Working Hours

The deployed personnel shall observe the working hours applicable to the concerned office/unit of NEHHDC. Whenever required, manpower may be required to work beyond normal office hours, on holidays or weekends in accordance with applicable labour laws and with prior approval of NEHHDC. Overtime shall be payable only where specifically authorised in writing by NEHHDC.

### 3.11 Transfer of Personnel

NEHHDC may require transfer of deployed personnel from one office/unit/project to another. The Agency shall comply with such transfer instructions without claiming any additional administrative or service charges. All costs relating to mobilisation, transfer, relocation, boarding, lodging and travel of the deployed personnel shall ordinarily be borne by the Agency unless NEHHDC has specifically approved reimbursement of any such expenditure in writing.

### 3.12 Identity Cards & Uniform

The Agency shall issue:

- Identity Card.
- Appointment Letter.
- Uniform (where applicable).
- Safety equipment (where applicable).

No person shall be deployed without proper identification.

### 3.13 Conduct & Discipline

The Agency shall ensure that deployed personnel:

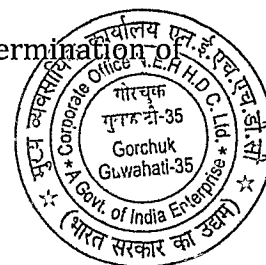
- maintain integrity,
- maintain confidentiality,
- remain courteous,
- follow office discipline,
- comply with lawful instructions of NEHHDC,
- maintain proper conduct.

Any misconduct shall invite immediate replacement.

### 3.14 Confidentiality

All personnel deployed by the Agency shall maintain absolute confidentiality regarding official records, documents, commercial information, technical information and any other confidential information accessed during the course of deployment.

The obligation of confidentiality shall continue even after completion or termination of deployment.



### 3.15 Employer-Employee Relationship

The personnel deployed by the selected Agency shall **remain employees of the Agency at all times. No employer-employee** relationship shall exist between NEHHDC and the deployed personnel.

The deployed personnel shall have **no claim whatsoever** for:

- regular appointment,
- absorption,
- seniority,
- continuity of service,
- pay parity,
- pension,
- gratuity from NEHHDC,
- or any other service benefits from NEHHDC.

The Agency shall indemnify and keep NEHHDC indemnified against any claim, dispute or litigation arising out of the employment of the deployed personnel.

### 3.16 Compliance with Laws

The Agency shall comply with all applicable labour laws, employment laws, taxation laws and statutory requirements, including but not limited to:

- Contract Labour (Regulation & Abolition) Act, 1970 (where applicable)
- Employees' Provident Fund & Miscellaneous Provisions Act, 1952
- Employees' State Insurance Act, 1948
- Payment of Wages Act
- Minimum Wages Act / Code on Wages, as applicable
- Payment of Bonus Act
- Payment of Gratuity Act
- Occupational Safety, Health and Working Conditions Code (where applicable)
- Any other applicable law.

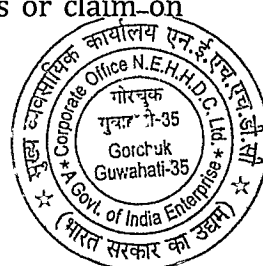
Failure to comply shall constitute a material breach of the Contract.

### 3.17 No Minimum Guarantee

NEHHDC does not guarantee:

- any minimum deployment,
- any minimum monthly requirement,
- any minimum annual requirement,
- any minimum contract value.

The selected Agency shall not be entitled to any compensation, damages or claim-on account of lower deployment than anticipated.



### 3.18 Transition and Exit Management

The selected Agency, upon expiry or termination of the contract, is to provide full cooperation in handing over records, statutory documents, employee details, attendance records, wage records, EPF/ESIC details and any other relevant information to NEHHDC or the incoming agency. It should also ensure that there is **no disruption in manpower services during the transition period**.



## 4. ELIGIBILITY CRITERIA AND QUALIFICATION REQUIREMENTS

### 4.1 General

Only those bidders who satisfy all the eligibility conditions prescribed in this RFP shall be considered for Technical Evaluation. The bidder shall furnish complete documentary evidence in support of each eligibility criterion. Failure to furnish the required documents may result in rejection of the bid. Fulfilment of the eligibility criteria alone shall not confer any right upon the bidder for the award of the Contract. NEHHDC reserves the right to independently verify the information furnished by the bidder from any source considered appropriate.

### 4.2 Legal Status

The bidder shall be one of the following legally recognised entities:

- Company incorporated under the Companies Act, 2013;
- Partnership Firm registered under the Indian Partnership Act, 1932;
- Limited Liability Partnership (LLP);
- Proprietorship Firm;
- Cooperative Society, if legally eligible to undertake such services;
- Any other entity legally permitted under the laws of India to provide manpower outsourcing services.

### 4.3 Statutory Registrations

The bidder shall possess the following valid registrations as on the last date of submission of bids:

- PAN
- GST Registration
- EPF Registration
- ESIC Registration
- Professional Tax Registration (where applicable)
- Labour License under the Contract Labour (Regulation and Abolition) Act, 1970, wherever applicable. The successful Agency shall obtain and maintain such Labour Licence(s) in accordance with Clause 6.7 before or immediately upon commencement of the relevant deployment.
- Any other registration required under applicable law

Copies of all registrations shall be enclosed.

# Labour Licence under the Contract Labour (Regulation and Abolition) Act, 1970, wherever applicable. Where deployment is required in any State or establishment requiring a separate Labour Licence under applicable law, the successful Agency shall comply with Clause 6.7 of this RFP.



#### 4.4 Experience

The bidder should have experience of providing manpower outsourcing services to Government Departments, PSUs, Autonomous Bodies, Statutory Authorities or reputed private organisations during the last three years, supported by work orders and satisfactory performance/completion certificates.

##### 4.4.1 Experience must be supported by:

- Work Orders;
- Agreements;
- Completion Certificates; or
- Client Certificates.

During the last three (03) years preceding the last date of submission of bids, the bidder should have successfully completed similar manpower outsourcing contracts as under:

- Three (03) similar completed contracts**, each having a contract value of **not less than Rs. 25,00,000 (Rupees Twenty-Five Lakh only); or**
- Two (02) similar completed contracts**, each having a contract value of **not less than Rs. 40,00,000 (Rupees Forty Lakh only); or**
- One (01) similar completed contract** having a contract value of **not less than Rs. 75,00,000 (Rupees Seventy-Five Lakh only).**

For the purpose of this clause, "**Similar Work**" means contracts involving recruitment, deployment, attendance management, payroll processing, statutory compliance and supervision of outsourced manpower services to Central Government Departments, State Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, Statutory Authorities, Government Companies, or other reputed organisations.

The bidder shall submit documentary evidence in support of the above, such as Work Orders, Agreements, Completion Certificates, Performance Certificates, or Client Certificates indicating the value and nature of the work.

##### 4.4.2 Performance Certificate

The bidder shall submit at least two satisfactory Performance Certificates issued by Government Departments, Public Sector Undertakings, Autonomous Bodies, Statutory Authorities or reputed organisations in respect of similar manpower outsourcing contracts and issued after satisfactory completion or during successful execution of the contract.

#### 4.5 Financial Capacity

The bidder shall have an average annual turnover of not less than the amount **Rs. 2,00,00,000 (Rupees Two Crore only)** during the last three financial years.

The turnover shall be certified by a Chartered Accountant.



The bidder shall submit:

- Audited Balance Sheets;
- Profit & Loss Accounts;
- Turnover Certificate.

In case audited accounts for the latest financial year are not yet finalized, NEHHDC may accept provisional documents in accordance with Government guidelines, if applicable.

The bidder shall have a Positive Net Worth supported by Chartered Accountant's Certificate. as per the latest audited financial statements.

#### **4.6 Office Infrastructure**

The bidder shall have adequate office infrastructure for recruitment, payroll processing, statutory compliance, grievance handling and contract management.

**The bidder must have an office or a branch office in Assam. A bidder that does not have any office/branch office in Assam or any bidder giving a declaration that they will set up their office/branch office in Assam after the award of the tender will not be entertained and is not eligible to participate (Documentary evidence shall be furnished.)**

#### **4.7 Blacklisting**

The bidder shall not have been:

- Blacklisted;
- Debarred;
- Banned;
- Suspended

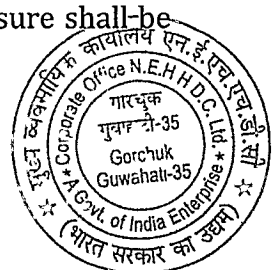
by any Government Department, PSU, Autonomous Body or Statutory Authority during the last **five (05) years**. The bidder shall submit an affidavit/declaration to this effect. If any information furnished is subsequently found to be false, the bid shall be liable to rejection and, if already awarded, the contract shall be liable to termination.

#### **4.8 Litigation**

The bidder shall disclose details of:

- Pending litigation;
- Arbitration proceedings;
- Labour disputes;
- Insolvency proceedings;

which may materially affect its ability to perform the contract. Non-disclosure shall be treated as suppression of material information.



#### 4.9 Conflict of Interest

The bidder shall disclose any conflict of interest that may influence or appear to influence the bidding process. NEHHDC reserves the right to reject any bid where a conflict of interest exists.

#### 4.10 Consortium

**Bids from Joint Ventures or Consortia shall not be accepted.** The contract shall be awarded to a single legal entity that shall remain solely responsible for execution of the contract.

#### 4.11 Subcontracting

The selected Agency shall not subcontract the whole or any substantial part of the manpower services without the prior written approval of NEHHDC. The selected Agency shall remain solely responsible for all contractual and statutory obligations.

#### 4.12 Restriction on Procurement from Bidders Sharing a Land Border with India

Any bidder from a country sharing a land border with India shall be eligible to bid only if such bidder is registered with the competent authority in accordance with the Department of Expenditure, Ministry of Finance, Government of India, Order No. F.No.6/18/2019-PPD dated 23 July 2020 and subsequent amendments/orders issued from time to time. The bidder shall submit the requisite registration certificate and declaration, wherever applicable, along with its bid.

#### 4.13 Documentary Checklist

The following documents shall be submitted:

- a. Certificate of Incorporation/Registration.
- b. PAN.
- c. GST Registration.
- d. EPF Registration.
- e. ESIC Registration.
- f. Labour License (where applicable).
- g. Professional Tax Registration (where applicable).
- h. Audited Financial Statements.
- i. Turnover Certificate.
- j. Experience Certificates.
- k. Performance Certificate
- l. Net Worth Certificate (Certified By Chartered Accountant)
- m. Work Orders.
- n. Completion Certificates/Client Certificates.
- o. Office Address Proof.
- p. Power of Attorney/Board Resolution.
- q. Non-Blacklisting Declaration.
- r. Litigation Disclosure.
- s. Undertaking accepting RFP conditions.



- t. Signed copy of the RFP.
- u. Any other document specified in the Bid Schedule.

#### **4.14 Tie in Financial Bids**

**In the event that two or more technically qualified bidders quote the same Agency Service Charge (%) and are thereby ranked equally as the Lowest Responsive Bidder (L1), the successful bidder shall be determined in the following order:**

- (a) The bidder having the highest cumulative value of Similar Work completed during the last three (03) financial years.**
- (b) If the tie still persists, the bidder having the greater number of Similar Work contracts completed during the last three (03) financial years.**
- (c) If the tie still persists, the bidder having the higher average annual turnover during the last three (03) financial years.**
- (d) If the tie still persists, the bidder having the higher positive net worth, as certified by a Chartered Accountant based on the latest audited financial statements.**
- (e) If the tie still persists, the bidder having the longer experience in providing manpower outsourcing services as on the last date of submission of bids.**
- (f) If the tie still persists after application of the above criteria, the matter shall be placed before the Competent Authority, whose decision, recorded in writing with reasons, shall be final and binding.**

#### **4.15 Right to Accept or Reject**

NEHHDC reserves the right to:

- accept any bid;
- reject any bid;
- reject all bids;
- annul the tender process;
- cancel the RFP;

without assigning any reason and without incurring any liability.

#### **4.16 Verification**

Before the award of the contract, NEHHDC may verify:

- Office premises.
- Payroll systems.
- Recruitment facilities.
- Client references.



- Financial capability.
- Statutory compliance.
- Similar Work Experience;
- Performance Certificates;
- Net Worth.

Any adverse finding may result in rejection of the bidder.

#### **4.17 Award Recommendation**

The Tender Evaluation Committee shall prepare a detailed evaluation report indicating:

- responsive bidders;
- ineligible bidders;
- technically qualified bidders;
- financial ranking;
- recommendations.

The report shall be placed before the Competent Authority for approval.

#### **4.18 Letter of Award**

After approval of the Competent Authority, NEHHDC shall issue the Letter of Award (LoA) to the successful bidder.

The successful bidder shall:

- Acknowledge the LoA;
- Furnish the Initial Performance Security of Rs. 5,00,000/- and any Additional Performance Security as may subsequently become payable under Clause 5.20. Execute the Contract Agreement within the prescribed time.

**Failure to furnish the Performance Security or execute the Agreement within the stipulated period shall constitute sufficient ground for cancellation of the Letter of Award without prejudice to any other rights available to NEHHDC.**



## 5. COMMERCIAL TERMS & PAYMENT MECHANISM

### 5.1 Commercial Model

The selected Agency shall provide outsourced manpower services to NEHHDC strictly in accordance with the terms and conditions of this Contract. The deployed personnel shall remain employees of the selected Agency throughout the currency of the Contract. The Agency shall be responsible for recruitment, deployment, salary disbursement, statutory compliance, supervision and all employer obligations in respect of the deployed personnel. NEHHDC shall reimburse the approved manpower cost and statutory dues together with the Agency Service Charge in accordance with the provisions of this Chapter.

### 5.2 Nature of the Contract

The Contract shall be a **Rate Contract for Outsourced Manpower Services**. The Contract shall **not** constitute a commitment by NEHHDC to deploy any minimum number of personnel or to incur any minimum expenditure. Deployment shall be made solely on the basis of written manpower requisitions issued by NEHHDC from time to time.

### 5.3 Manpower Requisition

Whenever manpower is required, NEHHDC shall issue a written Manpower Requisition specifying:

- Category of manpower
- Number of personnel
- Qualification and experience
- Reporting location
- Date of deployment
- Duration of deployment
- Working hours
- Monthly remuneration approved by NEHHDC
- Any special requirement

The Agency shall deploy suitable manpower strictly in accordance with such requisition. No Deployment Order shall be issued unless the Agency has maintained the Performance Security prescribed under Clause 5.20.



**5.3.1 In the event of non-deployment of** suitable manpower strictly in accordance with NEHHDC's requisition, **NEHHDC reserves the right to impose a penalty as follows :**

**Penalty Matrix:**

| Sl. | Default                                                                                                      | Penalty                                                                                                                                                                                                                                                                                                   |
|-----|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Delay in deployment beyond the prescribed timeline (without a justified reason)                              | Failure of the Agency to deploy the required manpower within the timeline specified in the Manpower Requisition shall constitute a service default and shall attract Liquidated Damages at the rates prescribed under Chapter 8 (Service Level Agreement, Penalties, Liquidated Damages & Risk Purchase). |
| 2   | Failure to replace rejected, resigned, absent or otherwise unsuitable personnel within the stipulated period | Failure to replace the concerned personnel within the stipulated period shall constitute a service default and shall attract <b>Liquidated Damages at the rates prescribed under Chapter 8 (Service Level Agreement, Penalties, Liquidated Damages &amp; Risk Purchase).</b>                              |

**5.3.2 Performance Security Prior to Deployment**

Notwithstanding anything contained elsewhere in this Contract, no Deployment Order shall become operative unless the Agency has furnished and maintained the Performance Security required under Clause 5.20 of this RFP.

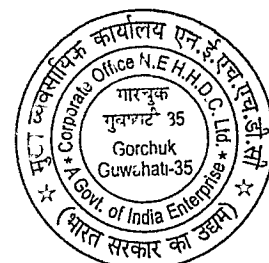
Where any Additional Performance Security becomes payable in terms of Clause 5.20.3, the Agency shall furnish the same within the stipulated period. NEHHDC shall be entitled to defer, suspend or withhold the effectiveness of any subsequent Deployment Order until the required Additional Performance Security has been furnished.

**5.4 Determination of Remuneration**

The remuneration payable to each category of outsourced manpower shall **not form part of this RFP** and shall **not be quoted by the bidders**.

The remuneration for each category of manpower shall be determined by NEHHDC **at the time of issuance of each Manpower Requisition/Deployment Order**, having due regard to:

- nature of duties;
- educational qualification;
- experience;
- skill level;
- applicable statutory provisions;
- prevailing market rates;



- project requirements;
- budgetary provisions; and
- any other operational consideration.

The remuneration so determined by NEHHDC shall be final and binding upon the selected Agency for that deployment. The remuneration determined by NEHHDC shall not be lower than the minimum wages prescribed under applicable law.

The selected Agency shall not alter, negotiate or revise the remuneration fixed by NEHHDC without prior written approval.

## 5.5 Agency Service Charge

The Bidder shall quote only the **Agency Service Charge** in the Financial Bid. The Service Charge shall remain **firm and fixed** throughout the Contract Period unless otherwise specifically approved by NEHHDC. The Service Charge shall constitute the Agency's administrative and management fee and shall include all overheads, recruitment expenses, administrative costs, supervision costs, office expenses and profit. No additional administrative charges shall be payable unless expressly approved in writing by NEHHDC.

### 5.5.1 Basis of Financial Evaluation

The Financial Bid shall be evaluated solely on the basis of the Agency Service Charge quoted by the bidder as a percentage (%) of the monthly manpower cost.

The Service Charge shall constitute the Agency's administrative fee and shall include all establishment expenses, recruitment expenses, office overheads, supervision, contract management and profit.

Salary, wages, statutory dues and applicable taxes shall be reimbursed separately by NEHHDC and shall not be considered for the determination of L1.

## 5.6 Components of Monthly Bill

The Agency shall raise a consolidated monthly invoice comprising:

### A. Reimbursable Components

- Approved Salary/Wages
- Employer's EPF Contribution
- Employer's ESIC Contribution
- Bonus (where applicable)
- Gratuity (where applicable)
- Statutory Leave Liability (where applicable)
- Insurance, if specifically required
- Any other statutory liability approved by NEHHDC



## B. Agency Charges

- Agency Service Charge

## C. Taxes

- GST as applicable

Any revision in remuneration determined by NEHHDC for a particular manpower requisition shall not entitle the Agency to seek revision of the quoted Agency Service Charge (%).

## 5.7 Salary Disbursement

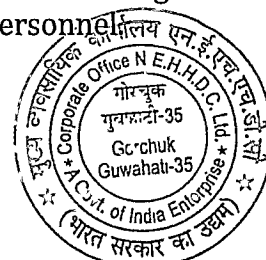
The Agency shall ensure that salaries/wages are disbursed to all deployed personnel **on or before the 7th day of the succeeding month**, or within such period as prescribed under applicable law. Salary shall be credited directly into the bank accounts of the deployed personnel. The Agency shall furnish proof of salary payment while submitting monthly bills. Delay in salary disbursement shall constitute a material breach of the Contract. Delay in payment by NEHHDC shall not absolve the Agency of its obligation to make timely payment of wages and statutory dues.

**5.7.1 In the event of failure by the Agency to disburse salaries/wages to the deployed personnel within the stipulated time, NEHHDC shall be entitled to withhold the Agency Service Charge, in whole or in part, and impose Liquidated Damages in accordance with Chapter 8 (Service Level Agreement, Performance Monitoring, Penalties, Liquidated Damages & Risk Purchase). NEHHDC may also withhold payment of the Agency Service Charge if the Agency fails to furnish satisfactory documentary evidence of salary disbursement or statutory compliance for the relevant billing period. Such withholding shall be without prejudice to NEHHDC's right to recover losses, invoke the Performance Security, terminate the Contract, or exercise any other remedy available under the Contract or applicable law.**

### 5.7.2 Direct Payment in the Event of Agency Default

Notwithstanding anything contained elsewhere in the Contract, if the Agency fails to disburse wages/salaries to the deployed personnel or fails to deposit statutory contributions such as EPF, ESIC or any other statutory dues within the prescribed time, NEHHDC may, without prejudice to any other rights and remedies available under the Contract, directly make such payments to the deployed personnel and/or the concerned statutory authorities, to the extent considered necessary for ensuring compliance with applicable law. Any amount so paid by NEHHDC, together with incidental expenses, shall be recoverable from the Agency's pending bills, Performance Security and/or any other amounts due under the Contract. Such action by NEHHDC shall not relieve the Agency of its contractual or statutory obligations nor shall it be construed as creating any employer-employee relationship between NEHHDC and the deployed personnel.

## 5.8 Statutory Contributions



The Agency shall deposit all statutory contributions within the prescribed timelines, including but not limited to:

- EPF
- ESIC
- Professional Tax (where applicable)
- Labour Welfare Fund (where applicable)
- Bonus
- Gratuity
- Any other statutory contribution

The Agency shall be solely responsible for any interest, damages or penalties arising from delayed or non-payment of statutory dues.

### **5.9 Submission of Monthly Bills**

The Agency shall submit its monthly bill along with the following supporting documents:

1. Tax Invoice.
2. Attendance Sheet duly certified by the Officer-in-Charge.
3. Salary Disbursement Statement.
4. Bank Transfer Proof.
5. Wage Register.
6. EPF Challan.
7. EPF Electronic Challan-cum-Return (ECR).
8. ESIC Challan.
9. GST Invoice.
10. Proof of GST payment, if required.
11. Deployment Statement.
12. Replacement Statement, if any.
13. Statutory Compliance Certificate.
14. Any other document required by NEHHDC.

### **5.10 Verification of Bills**

NEHHDC shall verify:

- Attendance
- Deployment
- Salary payment
- Statutory payments
- Compliance documents

Only after satisfactory verification shall the bill be processed for payment.



### 5.11 Payment by NEHHDC

Subject to verification of the monthly bill and supporting documents, NEHHDC shall make payment in accordance with the applicable contractual terms and Government payment procedures. If deficiencies are noticed, NEHHDC may withhold the disputed portion of the bill until the deficiencies are rectified. NEHHDC may also withhold payment if the Agency fails to maintain the Performance Security required under Clause 5.20.

#### Clause 5.11(a)

NEHHDC shall release payment of each undisputed monthly invoice, complete in all respects and accompanied by all supporting documents specified under Clause 5.9, within twenty (20) working days from the date of receipt and satisfactory verification thereof. Where any portion of an invoice is disputed, the undisputed portion shall be released within the aforesaid period and the disputed portion shall be released within ten (10) working days of resolution of the dispute. This clause shall be subject to the Agency having maintained the requisite Performance Security under Clause 5.20. No interest shall ordinarily be payable by NEHHDC for any delay arising due to incomplete documentation, discrepancy in the invoice, non-compliance by the Agency, or circumstances beyond the reasonable control of NEHHDC.

### 5.12 Deductions

NEHHDC may deduct from the Agency's bills:

- Statutory deductions
- Recovery of excess payments
- Penalties
- Liquidated Damages
- Taxes deductible at source
- Any other recoverable amount under the Contract

### 5.13 No Escalation in Service Charge

The Agency Service Charge quoted by the successful bidder shall remain unchanged during the currency of the Contract. Revision of minimum wages or remuneration approved by NEHHDC shall not constitute a ground for revision of the Agency Service Charge.

### 5.14 Revision of Remuneration

If NEHHDC revises the remuneration payable to any category of manpower during the Contract Period, Payment shall be made on the basis of the revised remunerations from the effective date specified by NEHHDC. Such revision shall not affect the quoted Agency Service Charge.



#### **Clause 5.14.1 – Statutory Revision of Minimum Wages / VDA**

Any revision in the statutory Minimum Wages and/or Variable Dearness Allowance (VDA) notified by the appropriate Government under the applicable labour laws shall be binding upon the Agency with effect from the date such revision becomes legally enforceable. The Agency shall ensure payment of revised wages to the deployed personnel from the applicable effective date and shall furnish documentary evidence thereof to NEHHDC. Subject to verification and availability of applicable contractual provisions, NEHHDC shall reimburse the admissible increase in wage components arising solely from such statutory revisions. The Agency shall not delay or withhold payment of statutory wages to its personnel on the ground that reimbursement from NEHHDC is pending.

#### **5.15 Taxes**

GST shall be payable as applicable under law. The Agency shall comply with all GST provisions and furnish GST-compliant invoices. Any statutory change in taxes shall be dealt with in accordance with applicable law.

#### **5.16 Audit**

NEHHDC or any authority authorised by it, including Internal Audit, Statutory Audit, C&AG or Government authorities, shall have the right to inspect and audit all records relating to:

- Salary disbursement
- EPF
- ESIC
- Attendance
- Payroll
- Bills
- Statutory compliance

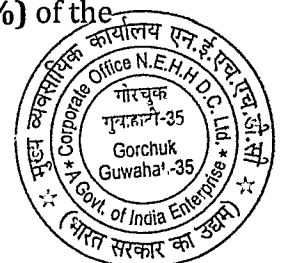
The Agency shall preserve such records for a minimum period of **seven (7) years** from the expiry of the Contract or for such longer period as required by law.

#### **5.17 Recovery of Statutory Liabilities**

If NEHHDC is required to make any payment on account of the Agency's failure to comply with statutory obligations, NEHHDC shall be entitled to recover such amount, together with any interest, penalty or incidental expenses, from any money due or becoming due to the Agency, without prejudice to any other rights available under the Contract or law.

#### **5.18 Service Charge**

The bidder shall quote only the **Agency Service Charge as a percentage (%)** of the monthly manpower cost.



## 5.19 Financial Bid

The Financial Bid shall contain **only the Agency Service Charge quoted as a percentage (%)** of the monthly manpower cost.

The quoted Service Charge shall:

- (a) remain **firm and fixed** throughout the Contract Period, including any extension thereof, unless otherwise specifically provided in the Contract;
- (b) be applicable uniformly to all categories of manpower deployed under the Contract;
- (c) include all administrative expenses, recruitment expenses, payroll processing, statutory compliance management, supervision, office overheads, establishment expenses and profit of the Agency;
- (d) **not be revised** merely because remuneration, statutory contributions, number of deployed personnel or any other reimbursable manpower cost changes during the currency of the Contract;
- (e) constitute the **sole parameter for Financial Evaluation** and determination of the Lowest Responsive Bidder (L1).

## 5.20 Performance Security

### 5.20.1 Submission of Performance Security

The successful bidder shall furnish an **Initial Performance Security of ₹5,00,000/- (Rupees Five Lakh only)** in the form of an unconditional and irrevocable Bank Guarantee issued by a Scheduled Commercial Bank, Fixed Deposit Receipt pledged in favour of North Eastern Handicrafts and Handlooms Development Corporation Limited (NEHHDC), Demand Draft or any other form permissible under the prevailing Government procurement instructions.

The Initial Performance Security shall be submitted within **fifteen (15) days** from the date of issue of the Letter of Award and prior to execution of the Contract Agreement.

### 5.20.2 Purpose

The Performance Security shall secure the due and faithful performance of all contractual obligations of the Agency, including, but not limited to:

- deployment of manpower;
- payment of remuneration/wages;
- payment of EPF, ESIC and other statutory dues;
- compliance with applicable labour laws;
- replacement of manpower;
- payment of damages, penalties and recoveries;
- indemnification of NEHHDC;



- faithful performance of all obligations under the Contract.

### 5.20.3 Enhancement of Performance Security

Since the present Contract is a **Framework/Rate Contract** and manpower shall be deployed strictly on an "**as and when required**" basis, without any commitment regarding the number of personnel or the total Contract Value, the Initial Performance Security shall be subject to enhancement during the currency of the Contract.

**Where the total Performance Security maintained by the Agency becomes less than five percent (5%) of the Cumulative Annualised Reimbursable Manpower Cost under all Active Deployment Orders, the Agency shall furnish Additional Performance Security so that the total Performance Security at all times remains equivalent to five percent (5%) of the Cumulative Annualised Reimbursable Manpower Cost.**

The Additional Performance Security shall be furnished within **fifteen (15) days** from the date of written communication issued by NEHHDC.

**No Deployment Order resulting in an increase in the Cumulative Annualized Reimbursable Manpower Cost beyond the value secured by the existing Performance Security shall become operative unless the required Additional Performance Security has been furnished by the Agency.**

### 5.20.4 Definition

For the purpose of this Clause,

**"Cumulative Annualized Reimbursable Manpower Cost"** means the aggregate annualized value of all Active Deployment Orders comprising:

- remuneration approved by NEHHDC;
- employer's EPF contribution;
- employer's ESIC contribution;
- any other reimbursable statutory employer liability payable by NEHHDC,

**excluding GST and excluding the Agency Service Charge.**

### 5.20.5 Validity

The Performance Security, including every enhancement thereof, shall remain valid throughout the Contract Period and for **ninety (90) days** thereafter or until settlement of all contractual obligations, whichever is later.

### 5.20.6 Failure to Furnish or Enhance Performance Security

Failure to furnish the Initial Performance Security or any Additional Performance Security within the stipulated period shall constitute a **material breach of the Contract**.



In such an event, NEHHDC shall be entitled to:

- cancel the Letter of Award;
- terminate the Contract;
- withhold or suspend further Deployment Orders;
- invoke the existing Performance Security;
- recover losses in accordance with law;
- initiate action for debarment/blacklisting in accordance with applicable Government instructions and the Corporation's procurement policy.

#### **5.20.7 Release of Performance Security**

The Performance Security shall be released only after:

- satisfactory completion of the Contract;
- settlement of all contractual obligations;
- submission of documentary proof of payment of all statutory dues;
- clearance of all claims by NEHHDC; and
- certification by the Competent Authority that no liability remains outstanding.



## **6. OBLIGATIONS AND RESPONSIBILITIES OF THE SELECTED AGENCY**

### **6.1 General Obligations**

The selected Agency shall provide outsourced manpower services in accordance with the provisions of this RFP, the Contract Agreement, applicable laws, and the written instructions issued by NEHHDC from time to time.

The Agency shall perform the services with due skill, care, diligence, efficiency and professionalism expected of a competent manpower service provider.

The Agency shall be solely responsible for the management, supervision and administration of the deployed personnel.

The Agency shall maintain the Performance Security at all times in accordance with Clause 5.20.

### **6.2 Recruitment of Manpower**

The Agency shall recruit suitable candidates strictly in accordance with the qualifications, experience and other eligibility requirements specified by NEHHDC in each Manpower Requisition.

The Agency shall ensure that all deployed personnel:

- possess the prescribed educational qualifications;
- possess the required experience;
- are medically fit, wherever applicable;
- possess good character and integrity;
- have not been convicted of any criminal offence involving moral turpitude.

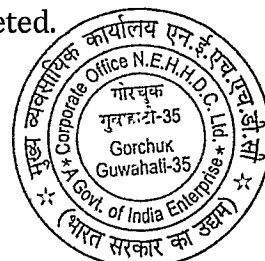
The Agency shall maintain complete recruitment records and produce the same whenever required by NEHHDC.

### **6.3 Verification of Credentials**

Before deployment, the Agency shall verify:

- Educational qualifications.
- Professional certificates.
- Previous employment.
- Identity proof.
- Address proof.
- Police Verification Certificate (where required).
- Medical Fitness Certificate (where required).

No person shall be deployed unless the above verification has been completed.



## 6.4 Deployment of Personnel

The Agency shall deploy manpower only against a written Manpower Requisition issued by NEHHDC.

The Agency shall ensure that:

- the right number of personnel are deployed;
- deployment is made within the stipulated time;
- personnel report at the designated location;
- deployment conforms to the approved qualifications and experience.

## 6.5 Timely Deployment

Unless otherwise specified by NEHHDC, the Agency shall deploy the required manpower within **seven (7) to fifteen (15) days** from receipt of the requisition. In urgent cases, the Agency shall make every effort to deploy suitable manpower within the shorter period specified by NEHHDC. Failure to deploy manpower within the prescribed timeline may attract penalties under this Contract.

## 6.6 Employer-Employee Relationship

The deployed personnel shall remain employees of the Agency throughout the Contract Period.

The Agency shall be solely responsible for:

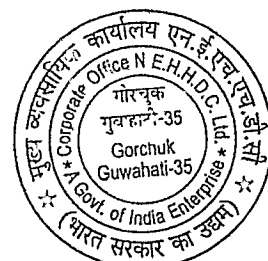
- recruitment;
- appointment;
- salary payment;
- statutory contributions;
- leave management;
- disciplinary control;
- termination of employment;
- settlement of employment benefits.

Nothing contained in this Contract shall create any employer-employee relationship between NEHHDC and the deployed personnel.

## 6.7 Statutory Compliance

The Agency shall comply with all applicable labour laws and statutory requirements, including, but not limited to:

- Employees' Provident Fund (EPF)
- Employees' State Insurance (ESIC)
- Payment of Wages
- Bonus
- Gratuity



- Maternity Benefits
- Occupational Safety
- Labour Welfare Fund (where applicable)
- Professional Tax (where applicable)
- Any other applicable statutory provisions.

The Agency shall submit documentary proof of such compliance along with every monthly bill.

Where the CLRA, 1970 or the corresponding provisions of the Occupational Safety, Health and Working Conditions Code, 2020 apply to any deployment location, the Agency shall hold, or obtain within thirty (30) days of the relevant Deployment Order, a valid Labour Licence for the concerned State/establishment, and shall furnish a copy to NEHHDC before or immediately upon such deployment. Inability to obtain the requisite licence shall not entitle the Agency to any claim and shall be at the Agency's sole risk

### **6.8 Attendance Management**

The Agency shall maintain proper attendance records for all deployed personnel. Attendance shall be certified by the designated Officer of NEHHDC. The Agency shall ensure that wages are claimed only for the actual period of deployment.

### **6.9 Replacement of Personnel**

The Agency shall replace any deployed personnel immediately or within the time specified by NEHHDC in the following circumstances:

- unsatisfactory performance;
- misconduct;
- absenteeism;
- resignation;
- medical unfitness;
- security concerns;
- administrative reasons;
- at the request of NEHHDC.

The Agency shall replace any personnel rejected by NEHHDC in accordance with the timelines specified under Clause 3.9 of this RFP.

### **6.10 Discipline and Conduct**

The Agency shall ensure that deployed personnel:

- maintain discipline;
- behave courteously;
- maintain confidentiality;
- follow lawful instructions of NEHHDC;
- observe office timings;
- maintain proper decorum.



The Agency shall take prompt disciplinary action whenever required.

### **6.11 Identity Cards**

The Agency shall issue Identity Cards to all deployed personnel.

Identity Cards shall contain:

- Photograph
- Name
- Employee Code
- Designation
- Agency Name
- Validity

Personnel shall display Identity Cards while on duty.

### **6.12 Uniform and Safety Equipment**

Where prescribed by NEHHDC, the Agency shall provide:

- Uniform
- Safety Shoes
- Helmets
- Gloves
- Reflective Jackets
- Any other Personal Protective Equipment (PPE).

### **6.13 Leave Management**

The Agency shall manage leave of deployed personnel in accordance with applicable labour laws.

The Agency shall ensure that leave does not adversely affect the services required by NEHHDC.

Where necessary, substitute personnel shall be provided.

### **6.14 Confidentiality**

The Agency shall ensure that all deployed personnel maintain strict confidentiality regarding:

- Official records
- Commercial information
- Technical information
- Financial information
- Personal data
- Any confidential information obtained during deployment.



This obligation shall survive the expiry or termination of the Contract.

### 6.15 Reporting

The Agency shall nominate a dedicated **Relationship Manager/Contract Coordinator** who shall:

- act as the single point of contact for NEHHDC;
- attend review meetings;
- coordinate deployment and replacements;
- resolve operational issues;
- monitor statutory compliance;
- submit periodic reports.

### 6.16 Monthly Reports

The Agency shall submit monthly reports containing:

- Number of personnel deployed.
- Attendance details.
- Vacancies.
- Replacements made.
- Salary payment status.
- EPF/ESIC status.
- Statutory compliance.
- Grievances received and resolved.
- Any other information required by NEHHDC.

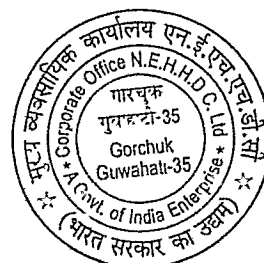
### 6.17 Maintenance of Records

The Agency shall maintain complete records relating to:

- Recruitment.
- Appointment.
- Salary.
- Attendance.
- Leave.
- EPF.
- ESIC.
- Gratuity.
- Bonus.
- Deployment Orders.
- Police Verification.
- Performance.
- Disciplinary Proceedings.

Such records shall be produced for inspection whenever required.

### 6.18 Audit and Inspection



NEHHDC, Internal Audit, Statutory Auditors, C&AG or any Government authority shall have the right to inspect the records maintained by the Agency.

The Agency shall extend full cooperation during such inspection.

### **6.19 Indemnity**

The Agency shall indemnify and keep NEHHDC fully indemnified against:

- labour disputes;
- employment claims;
- statutory liabilities;
- penalties;
- legal proceedings;
- third-party claims;

arising out of any act or omission of the Agency or its deployed personnel.

### **6.20 Prohibition on Assignment**

The Agency shall not assign, transfer or subcontract the whole or any substantial part of the Contract without the prior written approval of NEHHDC.

Any unauthorized assignment or subcontracting shall constitute a material breach of the Contract.

### **6.21 Compliance with Instructions**

The Agency shall comply with all lawful directions issued by NEHHDC relating to deployment, replacement, conduct, reporting, safety and contract administration.

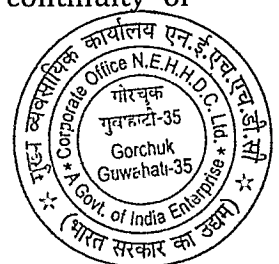
### **6.22 Business Continuity**

The Agency shall ensure uninterrupted manpower services throughout the Contract Period. Any disruption in services attributable to the Agency shall be treated as a breach of the Contract.

### **6.23 Exit Management**

Upon expiry or termination of the Contract, the Agency shall:

- ensure orderly withdrawal of personnel;
- hand over all records, attendance sheets and statutory compliance documents;
- settle all dues payable to deployed personnel;
- cooperate with NEHHDC and any incoming agency to ensure continuity of services.



The Agency shall have no lien over any records or assets of NEHHDC.

#### **6.24 Ethical Conduct**

The Agency and its personnel shall maintain the highest standards of integrity and shall not engage in bribery, fraud, collusion, coercion or any unethical practice.

Any violation may result in termination of the Contract, forfeiture of Performance Security and other actions permissible under law.



## **7. OBLIGATIONS AND RESPONSIBILITIES OF NEHHDC**

### **7.1 General**

NEHHDC shall administer the Contract in a fair, transparent and professional manner and shall extend necessary cooperation to the selected Agency for effective execution of the Contract.

NEHHDC shall appoint a Nodal Officer/Officer-in-Charge for coordination and administration of the Contract.

### **7.2 Manpower Requirement**

NEHHDC shall assess its manpower requirements from time to time and issue written Manpower Requisitions to the selected Agency.

Each Manpower Requisition shall specify, as applicable:

- Category of manpower;
- Number of personnel required;
- Educational qualification;
- Experience;
- Skill requirements;
- Place of deployment;
- Reporting date;
- Duration of deployment;
- Working hours;
- Monthly remuneration approved by NEHHDC;
- Any other specific requirement.
- Any other terms and conditions relating to the deployment

NEHHDC reserves the right to determine, revise or modify the remuneration for any category of manpower for future requisitions based on operational requirements, prevailing market conditions, applicable statutory provisions and administrative approval. Such revision shall apply prospectively and shall not amount to a variation of the Agency Service Charge quoted by the selected bidder.

Where applicable, NEHHDC shall simultaneously notify the Agency regarding any Additional Performance Security becoming payable under Clause 5.20.

### **7.3 No Obligation to Deploy Minimum Manpower**

Nothing contained in this Contract shall be construed as an assurance by NEHHDC to deploy any minimum number of personnel or incur any minimum expenditure during the Contract Period. Deployment shall be strictly based on the operational requirements of the Corporation. The Agency shall not claim any compensation, damages or loss of profit on account of lower deployment than anticipated.



## 7.4 Verification of Deployed Personnel

NEHHDC reserves the right to verify the credentials, qualifications and suitability of any personnel proposed by the Agency before or after deployment.

Where considered necessary, NEHHDC may:

- conduct interviews;
- verify educational qualifications;
- verify experience;
- require additional documents;
- reject any proposed candidate.

The decision of NEHHDC in this regard shall be final.

## 7.5 Right to Reject Personnel

NEHHDC may reject any deployed personnel on grounds including, but not limited to:

- inadequate qualifications;
- lack of required experience;
- poor performance;
- misconduct;
- indiscipline;
- security concerns;
- breach of confidentiality;
- conflict of interest;
- administrative reasons.

The Agency shall replace such personnel within the period specified by NEHHDC without any additional financial implication.

## 7.6 Supervision of Work

While the deployed personnel shall remain employees of the Agency, NEHHDC shall have the authority to:

- assign day-to-day duties;
- supervise work performance;
- monitor attendance;
- issue work-related instructions;
- evaluate performance.

Such supervision shall not create an employer–employee relationship between NEHHDC and the deployed personnel.



### **7.7 Attendance Certification**

The designated Officer of NEHHDC shall verify and certify the attendance of deployed personnel for the purpose of processing the Agency's monthly bill. Certification of attendance shall not be construed as acceptance of any statutory liability by NEHHDC.

### **7.8 Processing of Bills**

Upon receipt of the Agency's monthly bill together with all prescribed supporting documents, NEHHDC shall scrutinize and process the bill in accordance with the terms of the Contract. NEHHDC may seek clarification or additional documents where required.

### **7.9 Payment**

Subject to satisfactory verification of:

- attendance;
- deployment;
- salary disbursement;
- statutory compliance;
- supporting documents;

NEHHDC shall release payment in accordance with the payment terms of the Contract. If any discrepancy is observed, NEHHDC may withhold the disputed amount until the discrepancy is resolved.

NEHHDC may withhold payment if the Agency has failed to furnish any Additional Performance Security due under Clause 5.20.

### **7.10 Inspection and Monitoring**

NEHHDC shall have the right to inspect and monitor the services provided by the Agency at any time during the Contract Period.

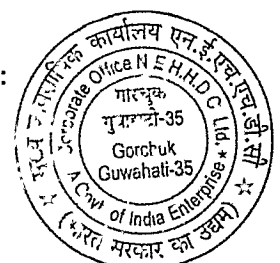
Such inspection may include:

- verification of deployment;
- attendance;
- salary payment records;
- statutory compliance;
- service quality;
- office records maintained by the Agency.

The Agency shall provide all assistance required for such inspection.

### **7.11 Review Meetings**

NEHHDC may convene periodic review meetings with the Agency to review:



- manpower deployment;
- service quality;
- statutory compliance;
- grievances;
- replacement of personnel;
- performance against Service Level Agreements (SLAs).

The Agency shall nominate an authorised representative to attend such meetings.

## 7.12 Performance Evaluation

NEHHDC shall periodically assess the performance of the Agency based on:

- timely deployment;
- quality of personnel;
- attendance;
- responsiveness;
- statutory compliance;
- complaint resolution;
- adherence to contractual obligations.

Unsatisfactory performance may attract penalties or other actions under the Contract.

## 7.13 Confidential Information

NEHHDC may provide the Agency with information, records or documents necessary for execution of the Contract.

The Agency shall use such information solely for the purposes of this Contract and shall not disclose it without the prior written approval of NEHHDC, except where required by law.

## 7.14 Amendments to Deployment Requirements

NEHHDC reserves the right to:

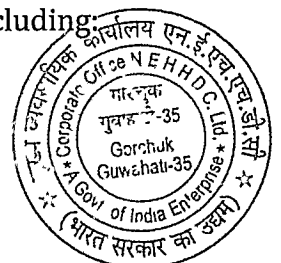
- increase or decrease the number of personnel;
- change the category of manpower;
- revise deployment locations;
- modify work schedules;
- alter the duration of deployment based on operational requirements.

The Agency shall comply with such changes subject to the terms of the Contract.

## 7.15 Right to Seek Replacement

NEHHDC may require replacement of any deployed personnel for reasons including:

- poor performance;



- misconduct;
- absenteeism;
- violation of office discipline;
- breach of confidentiality;
- security concerns;
- administrative exigencies.

The Agency shall replace such personnel within the prescribed timeline.

### **7.17 No Employer-Employee Relationship**

Nothing contained in this Contract shall create or be deemed to create any employer-employee relationship between NEHHDC and the personnel deployed by the Agency.

The deployed personnel shall have no claim against NEHHDC for:

- regular appointment;
- absorption;
- seniority;
- continuation in service;
- pension;
- gratuity;
- or any other employment benefit.

### **7.18 Right to Terminate**

NEHHDC reserves the right to terminate the Contract in accordance with the provisions of this RFP and the Contract Agreement.

Termination shall not affect any rights or liabilities accrued prior to the date of termination.

### **7.19 Recovery of Dues**

NEHHDC shall have the right to recover from any payment due to the Agency:

- excess payments;
- penalties;
- liquidated damages;
- statutory recoveries;
- losses caused due to breach of contract;
- any other amount recoverable under the Contract.

### **7.20 Preservation of Records**

NEHHDC may require the Agency to preserve and produce records relating to the Contract for inspection by:

- Internal Audit;



- Statutory Auditors;
- C&AG;
- Government Authorities;
- Vigilance Authorities;
- or any authority authorised under law.

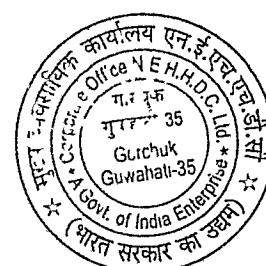
The Agency shall comply with such directions.

### **7.21 Dispute Resolution**

NEHHDC shall make reasonable efforts to resolve operational issues through mutual consultation with the Agency before invoking formal dispute resolution mechanisms under the Contract.

### **7.22 Good Faith**

NEHHDC and the Agency shall perform their respective obligations in good faith and shall cooperate with each other to ensure efficient and uninterrupted delivery of manpower services.



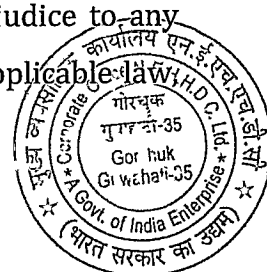
## 8. PENALTIES

### 8.1 Consolidated Penalty / SLA matrix

| Sl. No. | Default                                                                                                                       | Liquidated Damage / Penalty                                                                                                                                                                                                                                                                                                                                                                 |
|---------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Delay in deployment beyond the timeline specified in the Manpower Requisition                                                 | <b>₹500/- per person per day</b> , subject to a maximum of <b>10% of the Monthly Service Charge</b> pertaining to the concerned deployment order.                                                                                                                                                                                                                                           |
| 2       | Failure to replace rejected, resigned, absent or unsuitable personnel within the stipulated period                            | <b>₹500/- per person per day</b> until suitable replacement is provided.                                                                                                                                                                                                                                                                                                                    |
| 3       | Unauthorised absence of deployed personnel without providing a suitable substitute                                            | <b>Pro-rata deduction of wages</b> , wherever applicable, <b>plus ₹300/- per person per day</b> .                                                                                                                                                                                                                                                                                           |
| 4       | Delay or default in disbursement of wages/salaries to deployed personnel by the <b>7th day of the succeeding month</b>        | <b>Withholding of the Agency Service Charge</b> in respect of the concerned billing period <b>plus ₹1,000/- per day</b> until the default is cured. Persistent default shall constitute a <b>Material Breach of Contract</b> .                                                                                                                                                              |
| 5       | Failure to deposit EPF, ESIC or other statutory dues within the prescribed statutory time limits                              | <b>Withholding of the Agency Service Charge</b> and NEHHDC shall have the right to deposit such statutory dues directly, wherever permissible, and recover the same from the Agency, including adjustment from the <b>Performance Security</b> .                                                                                                                                            |
| 6       | Absence of the Agency's authorised Relationship Manager/Representative from a scheduled review meeting without prior approval | <b>₹2,000/- per instance</b> .                                                                                                                                                                                                                                                                                                                                                              |
| 7       | Aggregate Liquidated Damages                                                                                                  | The <b>aggregate Liquidated Damages</b> recoverable under the Contract shall <b>not exceed 10% of the Annualised Value of the Active Deployment Orders</b> . Upon reaching the said limit, NEHHDC shall be entitled to <b>terminate the Contract, invoke the Performance Security</b> , and/or initiate <b>Risk Purchase</b> proceedings in accordance with the provisions of the Contract. |

### 8.2 RISK PURCHASE:

he levy of Liquidated Damages under this Chapter shall be without prejudice to any other rights and remedies available to NEHHDC under the Contract or applicable law.



including withholding of payments, recovery of dues, invocation or adjustment of the Performance Security, termination of the Contract, Risk Purchase, debarment/blacklisting (where applicable), and initiation of any other legal or contractual action as may be considered appropriate. The imposition of Liquidated Damages shall not relieve the Agency of its obligation to perform and complete its contractual obligations in accordance with the terms and conditions of the Contract.

### **8.3 SAVING OF RIGHTS / WITHOUT PREJUDICE**

The levy of Liquidated Damages under this Chapter shall be without prejudice to any other rights and remedies available to NEHHDC under the Contract or applicable law, including withholding of payments, recovery of dues, invocation or adjustment of the Performance Security, termination of the Contract, Risk Purchase, debarment/blacklisting (where applicable), and initiation of any other legal or contractual action as may be considered appropriate. The imposition of Liquidated Damages shall not relieve the Agency of its obligation to perform and complete its contractual obligations in accordance with the terms and conditions of the Contract.



## 9. STATUTORY COMPLIANCE AND LABOUR LAW OBLIGATIONS

### 9.1 General

The selected Agency shall comply with all applicable Central and State Acts, Rules, Regulations, Notifications, Orders and Government Instructions governing employment, labour welfare, social security, taxation and allied matters during the currency of the Contract.

Compliance with statutory provisions shall be the sole responsibility of the Agency.

Nothing contained in this Contract shall absolve the Agency from any statutory obligation imposed under applicable laws.

### 9.2 Applicable Labour Laws

Without prejudice to the generality of Clause 11.1, the Agency shall comply with all applicable labour laws, including but not limited to:

- Code on Wages, 2019 (or applicable wage laws in force)
- Code on Social Security, 2020 (as notified)
- Occupational Safety, Health and Working Conditions Code, 2020 (as notified)
- Industrial Relations Code, 2020 (as notified)
- Employees' Provident Fund & Miscellaneous Provisions Act, 1952 (where applicable)
- Employees' State Insurance Act, 1948 (where applicable)
- Payment of Gratuity Act, 1972 (where applicable)
- Payment of Bonus Act, 1965 (where applicable)
- Maternity Benefit Act, 1961 (where applicable)
- Equal Remuneration provisions
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- Any other Act or statutory provision applicable from time to time.

Where any Act is repealed and replaced by a Labour Code, compliance shall automatically be deemed to refer to the corresponding Labour Code.

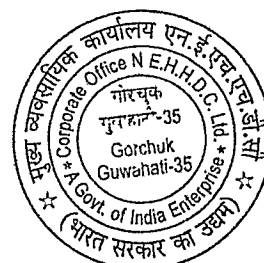
### 9.3 Principal Employer

NEHHDC shall act as the Principal Employer only to the extent required under applicable labour laws. The status of NEHHDC as Principal Employer shall not create any employer-employee relationship between NEHHDC and the personnel deployed by the Agency.

### 9.4 Employer's Responsibility

The Agency shall be the employer of all deployed personnel.

Accordingly, the Agency shall be solely responsible for:



- Recruitment
- Appointment
- Salary
- Wages
- Leave
- Discipline
- Promotion
- Termination
- Retirement
- Statutory benefits
- Compensation
- Settlement of employment disputes

### 9.5 EPF Compliance

The Agency shall:

- obtain and maintain valid EPF Registration;
- enrol eligible employees under EPF;
- deposit employer's and employees' contributions within statutory timelines;
- generate EPF Electronic Challan-cum-Return (ECR);
- furnish EPF Challans and ECR every month.

Failure to deposit EPF contributions shall constitute a material breach of the Contract.

### 9.6 ESIC Compliance

The Agency shall:

- maintain valid ESIC Registration;
- enrol eligible employees;
- deposit contributions within statutory timelines;
- furnish ESIC Challans every month.

Where ESIC is not applicable, documentary evidence supporting such non-applicability shall be submitted.

### 9.7 Wages and Salary

The Agency shall ensure timely payment of wages/salaries to all deployed personnel strictly in accordance with:

- applicable labour laws;
- remuneration approved by NEHHDC;
- terms of the Contract.

Salary shall be credited through banking channels.

### 9.8 Bonus, Gratuity and Other Benefits



Where applicable, the Agency shall discharge all liabilities relating to:

- Bonus
- Gratuity
- Leave Encashment
- Maternity Benefits
- Compensation
- Any other statutory benefit.

NEHHDC shall reimburse only those components expressly provided under the Contract.

### **9.9 Minimum Wages**

The Agency shall ensure that no deployed personnel receives wages below the minimum wages prescribed under applicable law or the remuneration approved by NEHHDC, whichever is higher.

### **9.10 Working Hours and Weekly Off**

The Agency shall ensure compliance with statutory provisions relating to:

- working hours;
- weekly holidays;
- overtime;
- compensatory off;
- rest intervals.

Where overtime is specifically authorised by NEHHDC, the Agency shall make payment in accordance with applicable law.

### **9.11 Leave**

The Agency shall maintain leave records in accordance with applicable labour laws. Leave shall be managed without affecting the services required by NEHHDC.

### **9.12 Maintenance of Registers**

The Agency shall maintain all statutory registers prescribed under applicable labour laws, including but not limited to:

- Attendance Register
- Wage Register
- Leave Register
- Overtime Register
- EPF Records
- ESIC Records
- Employment Records
- Inspection Register



The registers shall be produced for inspection whenever required.

### **9.13 Returns**

The Agency shall file all statutory returns within the prescribed timelines and furnish copies to NEHHDC whenever required.

### **9.14 Inspection by Authorities**

The Agency shall fully cooperate during inspection by:

- Labour Department;
- EPFO;
- ESIC;
- GST Authorities;
- Income Tax Authorities;
- C&AG;
- Internal Audit;
- Statutory Auditors;
- Vigilance Authorities;
- Any Competent Government Authority.

### **9.15 Indemnity Against Labour Claims**

The Agency shall indemnify and keep NEHHDC indemnified against:

- Labour disputes;
- Industrial disputes;
- Claims for wages;
- Claims for regularisation;
- Claims for absorption;
- Claims for compensation;
- Statutory penalties
- Court cases;
- Arbitration proceedings.

### **9.16 Accident and Compensation**

The Agency shall be solely responsible for compensation payable in the event of:

- accident;
- injury;
- disability;
- death;

of any deployed personnel arising out of or during employment. The Agency shall maintain appropriate insurance wherever required by law or directed by NEHHDC.



### **9.17 Sexual Harassment**

The Agency shall comply with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

The Agency shall constitute an Internal Committee wherever required under law.

Any complaint involving deployed personnel shall be promptly investigated and appropriate action shall be taken.

### **9.18 Child Labour and Forced Labour**

The Agency shall not employ:

- Child Labour;
- Bonded Labour;
- Forced Labour;
- Trafficked Persons.

Violation shall result in immediate termination of the Contract.

### **9.19 Police Verification**

Where directed by NEHHDC, the Agency shall ensure police verification of deployed personnel before deployment.

### **9.20 Compliance Certificate**

The Agency shall submit a Monthly Statutory Compliance Certificate, duly signed by its authorised representative, certifying that:

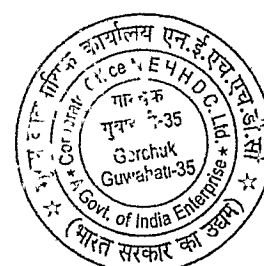
- salaries have been paid;
- EPF has been deposited;
- ESIC has been deposited;
- statutory returns have been filed;
- labour laws have been complied with.

Submission of a false certificate shall be treated as fraud and may result in termination of the Contract.

### **9.21 Consequences of Non-Compliance**

If the Agency fails to comply with any statutory obligation, NEHHDC may, without prejudice to any other remedy available under the Contract or law:

- withhold payments;
- recover any loss or liability incurred by NEHHDC;
- impose penalties as per the Contract;
- invoke the Performance Security;



- terminate the Contract;
- report the matter to the appropriate statutory authority.

## 9.22 Right of Verification

NEHHDC shall have the right to verify statutory compliance by examining:

- salary records;
- bank transfer statements;
- EPF challans and ECRs;
- ESIC challans;
- statutory registers;
- returns filed with authorities;
- any other relevant records.

The Agency shall provide unrestricted access to such records upon reasonable notice.



## 10. TERMINATION OF CONTRACT

### 10.1 Termination for Default by the Agency

NEHHDC may terminate the Contract, wholly or partly, by giving **30 days' written notice** if the Agency:

- fails to deploy manpower within the stipulated time;
- repeatedly fails to replace unsuitable manpower;
- fails to maintain the minimum manpower strength requisitioned by NEHHDC;
- fails to comply with any material provision of the Contract;
- commits a persistent breach despite written notices.

### 10.2 Failure to Furnish Performance Security

Failure to furnish the Initial Performance Security or any Additional Performance Security within the stipulated period shall constitute a **material breach of the Contract**.

In such an event, NEHHDC shall be entitled to:

- cancel the Letter of Award (if Agreement has not been executed);
- terminate the Contract;
- invoke the existing Performance Security;
- recover losses suffered by NEHHDC;
- withhold further Deployment Orders;
- initiate debarment/blacklisting proceedings in accordance with applicable Government instructions and the Corporation's policy.

### 10.3 Non-Payment of Wages of the deployed outsourced Manpower

If the Agency fails to pay wages/remuneration within the prescribed time,

NEHHDC may

- issue notice;
- arrange direct payment, if permissible under law and recover the amount from the Agency;
- terminate the Contract.

### 10.4 Non-Deposit of EPF / ESIC / Statutory Dues

Failure to deposit:

- EPF
- ESIC
- Labour Welfare Fund
- Professional Tax
- Bonus (where applicable)



- Any other statutory liability

shall constitute a material breach.

NEHHDC may terminate the Contract without prejudice to any other legal remedy.

### **10.5 Submission of False Documents**

The Contract may be terminated immediately if the Agency has submitted:

- forged documents;
- false experience certificates;
- fake turnover certificates;
- false declarations;
- fabricated statutory registrations.

### **10.6 Blacklisting**

If the Agency:

- is blacklisted;
- is debarred;
- is banned

by any Central Government Department, State Government, PSU or Statutory Authority during the currency of the Contract,

NEHHDC may terminate the Contract after giving the Agency an opportunity of being heard.

### **10.7 Insolvency**

If the Agency:

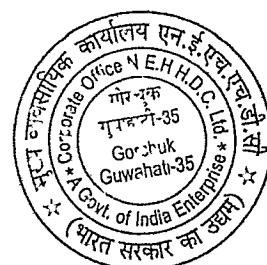
- becomes insolvent;
- enters liquidation;
- files for bankruptcy;
- ceases business;

NEHHDC may terminate the Contract forthwith.

### **10.8 Corrupt and Fraudulent Practices**

Termination if the Agency is found to be involved in:

- bribery;
- corruption;
- collusion;
- bid rigging;



- fraudulent practice;
- coercive practice.

### **10.9 Unauthorised Subcontracting**

The Agency shall not subcontract the services.

Violation shall be sufficient ground for termination.

### **10.10 Poor Performance**

If:

- repeated complaints;
- poor attendance;
- poor supervision;
- repeated replacement of manpower;
- poor quality of manpower;

continue despite written warnings,

NEHHDC may terminate.

### **10.11 Confidentiality Breach**

Disclosure of:

- NEHHDC records;
- commercial information;
- employee information;
- confidential documents;

Without authorisation shall be ground for immediate termination, except where disclosure is required by law or court order.

### **10.12 Conflict of Interest**

If any conflict of interest arises that materially affects the Contract,, NEHHDC may terminate the contract

### **10.13 Force Majeure**

If Force Majeure continues beyond **90 days**, either party may terminate without penalty.

#### **Clause 10.13.1 – Notice of Force Majeure**

##### **10.13.1 Notice of Force Majeure**



The Party claiming the occurrence of a Force Majeure Event shall notify the other Party in writing as soon as reasonably practicable and, in any event, within **seven (7) days** from the date of becoming aware of such event. The notice shall contain reasonable particulars of the nature of the Force Majeure Event, the obligations affected, the expected duration, and the measures being taken to mitigate its effects.

#### **0.13.2 Mitigation and Payments during Force Majeure<sup>1</sup>**

The affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance of its obligations at the earliest possible opportunity. During the continuance of the Force Majeure Event, NEHHDC shall remain liable only for payment in respect of services duly performed and accepted prior to, or during, the Force Majeure Event, in accordance with the terms of the Contract. No payment shall be payable for services that could not be rendered solely due to the Force Majeure Event.

#### **10.14 Termination for Convenience**

NEHHDC may terminate the Contract **without assigning any reason**, by giving **30 days' written notice**, if it is in the public interest, due to administrative reasons, budgetary constraints or policy decisions.

The Agency shall be entitled only to payment for satisfactorily rendered services up to the effective date of termination.

#### **10.15 Consequences of Termination**

Upon termination, The Agency shall:

- immediately withdraw manpower if directed;
- hand over all records;
- settle all employee dues;
- clear statutory liabilities;
- return NEHHDC property;
- assist in a smooth transition.

**NEHHDC shall be entitled to adjust or recover any dues, penalties, damages, statutory liabilities or other recoverable amounts from the Performance Security before release of the balance, if any, without prejudice to its other contractual and legal remedies.**

#### **10.16 Recovery of Losses**

Termination shall not affect NEHHDC's right to:

- recover damages;
- recover excess expenditure;
- invoke Performance Security;
- initiate legal proceedings.



### **10.17 Survival**

The following clauses shall survive termination:

- Confidentiality
- Indemnity
- Performance Security
- Recovery
- Dispute Resolution and Arbitration
- Jurisdiction

### **10.18 Dispute Resolution and Arbitration**

Any dispute or difference arising out of or in connection with this Contract, including its interpretation, implementation, performance, breach or termination, shall, as far as possible, be resolved amicably through mutual consultation between the Parties.

If the dispute remains unresolved within thirty (30) days, either Party may refer the matter to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

The arbitral tribunal shall be constituted in accordance with the provisions of the said Act. The seat and venue of arbitration shall be Guwahati, Assam, and the proceedings shall be conducted in the English language.

Pending resolution of any dispute, the Agency shall continue to perform its obligations under the Contract unless otherwise directed by NEHHDC or unless the Contract has been lawfully terminated.

Subject to the provisions relating to arbitration, the courts at Guwahati, Assam shall have jurisdiction in matters arising out of this Contract.



## 11.FORMATS OF DOCUMENTS & OTHER SPECIFICATIONS RELATED TO THIS RFP

| ANNEXURE        | SUBJECT                                | PAGE No. |
|-----------------|----------------------------------------|----------|
| ANNEXURE - I    | COVER LETTER WITH INFORMATION SHEET    | 74       |
| ANNEXURE - II   | AUTHORIZATION TO SIGN RFP DOCUMENT     | 75       |
| ANNEXURE - III  | NON-BLACKLISTING UNDERTAKING           | 76       |
| ANNEXURE - IV   | BIDDER INFORMATION                     | 77       |
| ANNEXURE - V    | EXPERIENCE SUMMARY                     | 78       |
| ANNEXURE - VI   | TURNOVER CERTIFICATE                   | 79       |
| ANNEXURE - VII  | LITIGATION DISCLOSURE                  | 80       |
| ANNEXURE - VIII | CONFLICT OF INTEREST DECLARATION       | 81       |
| ANNEXURE - IX   | ACCEPTING OF RFP DOCUMENTS DECLARATION | 82       |
| ANNEXURE - X    | DOCUMENTARY CHECKLIST                  | 83-84    |
| ANNEXURE - XI   | DRAFT AGREEMENT                        | 85-87    |



**RFP COVER LETTER (ON THE LETTERHEAD OF THE BIDDER)**

Ref:

Date:

To,  
The Managing Director,  
NEHHDC, Craft Promotion Center,  
Garchuk, Pamohi Road,  
Guwahati-781035

**SUB: COVER LETTER**

**REF: REQUEST FOR PROPOSAL (RFP) For Selection and Appointment of a Manpower Service Provider for Providing Outsourced Manpower Services to North Eastern Handicrafts and Handlooms Development Corporation Limited (NEHHDC)**

Sir,

1. I/We, the undersigned, having carefully examined the referred RFP offer to participate in the same, in full conformity with the said RFP and all the terms and conditions thereof.
2. I/We agree to abide by this Proposal, consisting of this letter and our RFP response Proposal, for a period of 180 (One Hundred Eighty) days from the date fixed for submission of Bids as stipulated in the RFP (including addenda / pre-Bid clarifications to the RFP) and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. We agree that if any day during the entire project duration, our act breaches the contract terms and conditions or we express our inability to execute the project, NEHHDC reserves all the rights to terminate the contract and appropriate penalty will be borne on us.
4. Unless and until a formal contract is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding agreement.
5. That the undersigned is hereby authorized to sign all RFP documents.

(Signature of the Authorized Signatory of the Bidding Organization)

Name :  
Designation :  
Seal :



**ANNEXURE - II**

**ON THE LETTERHEAD OF THE BIDDER**

Ref:

Date:

To,  
The Managing Director,  
NEHHDC Craft Promotion Center,  
Garchuk, Pamohi Road,  
Guwahati-781035

**SUB: AUTHORIZATION TO SIGN BIDDOCUMENTS**

**REF: REQUEST FOR PROPOSAL (RFP) For Selection and Appointment of a Manpower Service Provider for Providing Outsourced Manpower Services to North Eastern Handicrafts and Handlooms Development Corporation Limited (NEHHDC)**

Sir,

This is to state that for the above said RFP, we have hereby authorized ..... working in capacity of ..... with M/s ..... to execute all documents on our behalf for the above said RFP.

(Signature of the Authorized Signatory of the Bidding Organization)

Name :  
Designation :  
Seal :



**NON-BLACKLISTING UNDERTAKING**  
**ON STAMP PAPER DULY NOTARISED**

Ref:

Dated:

To,  
The Managing Director,  
NEHHDC Craft Promotion Center,  
Garchuk, Pamohi Road,  
Guwahati-781035

**SUB: NON-BLACKLISTING UNDERTAKING**

**REF: REQUEST FOR PROPOSAL (RFP) For Selection and Appointment of a Manpower Service Provider for Providing Outsourced Manpower Services to North Eastern Handicrafts and Handlooms Development Corporation Limited (NEHHDC)**

Sir,

We confirm that our company have never been blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India in last three years on any ground.

(Signature of the Authorized Signatory of the Bidding Organization)

Name :  
Designation :  
Seal :



**BIDDER INFORMATION SHEET**  
**To be submitted on the Bidder's Letterhead.**

| S No. | GENERAL INFORMATION                         |  |
|-------|---------------------------------------------|--|
| 1.    | Name of the Company                         |  |
| 2.    | Type of Incorporation                       |  |
| 3.    | Registered Office Address for communication |  |
| 4.    | Operational Office in Assam: _              |  |
| 5.    | Name of Contact Person                      |  |
| 6.    | Designation                                 |  |
| 7.    | Phone No./ Mobile No                        |  |
| 8.    | Email address                               |  |
| 9.    | PAN:                                        |  |
| 10.   | GSTIN:                                      |  |
| 11.   | EPF Registration No.:                       |  |
| 12.   | ESIC Registration No.:                      |  |
| 13.   | Labour Licence No. (where applicable):_     |  |
| 14.   | Bank Details:                               |  |

Declaration: I/We certify that the above information is true and correct. Any false information may result in rejection of the Bid.

Authorized Signatory

Name:

Designation:

Seal:



**ANNEXURE - V**

**EXPERIENCE SUMMARY**  
**(In office Letter Head of the Bidder)**

**Details of similar manpower outsourcing contracts executed during the last three years.**

| Sl. No | Client Name | Nature of Work | Contract Value (₹) | Period | Status (Completed/ Ongoing) | Work Order Ref | Completion/ Performance Certificate Ref. |
|--------|-------------|----------------|--------------------|--------|-----------------------------|----------------|------------------------------------------|
|        |             |                |                    |        |                             |                |                                          |
|        |             |                |                    |        |                             |                |                                          |
|        |             |                |                    |        |                             |                |                                          |
|        |             |                |                    |        |                             |                |                                          |
|        |             |                |                    |        |                             |                |                                          |

Declaration: Copies of all supporting documents are enclosed.

Authorized Signatory

Name:

Designation:

Seal:



## ANNEXURE VI

(To Be Provided Only by The Lead Bidder / Single Bidder, and this certificate must also have copies of the balance sheet for the respective financial year).

| SL. No. | Financial YEAR      | TURN OVER |
|---------|---------------------|-----------|
| 1       | FY 2022-2023        |           |
| 2       | FY 2023-2024        |           |
| 3       | FY 2024-2025        |           |
| 4       | Average for 3 years |           |

Note: A copy of the ITR must also be submitted by the lead partner to ensure that the turnover.

Name of Bidderr:

Seal of Audit Firm:



## ANNEXURE – VII

### LITIGATION DISCLOSURE

**Declaration of all pending litigation, arbitration, labour disputes, insolvency proceedings or investigations that may materially affect performance of the Contract.**

| Sl No | Case No | Forum | Parties | Subject Matter | Present Status | Financial Implication |
|-------|---------|-------|---------|----------------|----------------|-----------------------|
|       |         |       |         |                |                |                       |
|       |         |       |         |                |                |                       |
|       |         |       |         |                |                |                       |
|       |         |       |         |                |                |                       |

If none, certify: 'We hereby declare that no such proceedings are pending against us.'

Authorized Signatory

Name:

Designation:

Seal:



## ANNEXURE – VIII

### CONFLICT OF INTEREST DECLARATION

I/We hereby declare that neither the Bidder nor any of its Directors/Partners/Proprietor has any actual, potential or perceived conflict of interest that may affect this procurement.

I/We undertake to immediately disclose any conflict arising during the bidding process or contract period.

Authorized Signatory

Name:

Designation:

Seal:



## ANNEXURE – IX

### UNDERTAKING FOR ACCEPTANCE OF RFP CONDITIONS

I/We have carefully examined the entire RFP, corrigenda, addenda and clarifications, and unconditionally accept all terms and conditions without deviation.

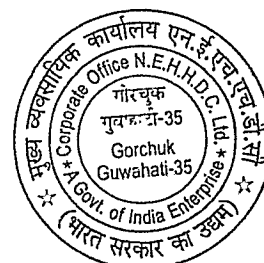
I/We agree to abide by the RFP and any Contract awarded pursuant thereto.

Authorized Signatory

Name:

Designation:

Seal:

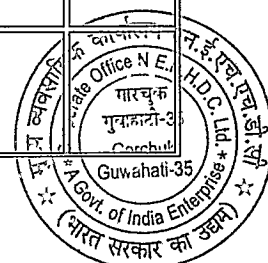


# ANNEXURE - X

## DOCUMENTARY CHECKLIST

(To be submitted with the Technical Bid)

| Sl. No. | Document                                                        | Enclosed<br>(Yes/No) | Page<br>No. |
|---------|-----------------------------------------------------------------|----------------------|-------------|
| 1.      | Certificate of Incorporation/Registration                       |                      |             |
| 2.      | PAN                                                             |                      |             |
| 3.      | GST Registration Certificate                                    |                      |             |
| 4.      | EPF Registration Certificate                                    |                      |             |
| 5.      | ESIC Registration Certificate                                   |                      |             |
| 6.      | Labour Licence (where applicable)                               |                      |             |
| 7.      | Professional Tax Registration (where applicable)                |                      |             |
| 8.      | Audited Financial Statements for the last three financial years |                      |             |
| 9.      | Turnover Certificate certified by Chartered Accountant          |                      |             |
| 10.     | Net Worth Certificate certified by Chartered Accountant         |                      |             |
| 11.     | Copies of Work Orders                                           |                      |             |
| 12.     | Copies of Agreements (where available)                          |                      |             |
| 13.     | Completion Certificates / Client Certificates                   |                      |             |
| 14.     | Performance Certificates                                        |                      |             |
| 15.     | Office Address Proof (Registered Office)                        |                      |             |
| 16.     | Documentary Proof of Operational Office/Branch Office in Assam  |                      |             |



| Sl. No. | Document                                                                        | Enclosed<br>(Yes/No) | Page<br>No. |
|---------|---------------------------------------------------------------------------------|----------------------|-------------|
| 17.     | Power of Attorney / Board Resolution / Authorization to Sign Bid (Annexure-III) |                      |             |
| 18.     | Covering Letter (Annexure-I)                                                    |                      |             |
| 19.     | Authorization Letter for Bid Signatory (Annexure II)                            |                      |             |
| 20.     | Non-Blacklisting Declaration (Annexure-III)                                     |                      |             |
| 21.     | Bidder Information Sheet (Annexure-IV)                                          |                      |             |
| 22.     | Experience Summary (Annexure-V)                                                 |                      |             |
| 23.     | Turnover Certificate (Annexure VI)                                              |                      |             |
| 24.     | Litigation Disclosure Declaration (Annexure-VI)                                 |                      |             |
| 25.     | Conflict of Interest Declaration (Annexure-VII)                                 |                      |             |
| 26.     | Undertaking for Acceptance of RFP Conditions (Annexure-IX)                      |                      |             |
| 27.     | Signed copy of the complete RFP document                                        |                      |             |
| 28.     | Proof of payment of Tender Fee / Documentary evidence for exemption             |                      |             |
| 29.     | Any other document required under the RFP                                       |                      |             |

I/We hereby certify that all the above documents have been enclosed with the Technical Bid. I/We understand that failure to furnish any mandatory document may render the Bid liable for rejection in accordance with the provisions of the RFP.

#### Signature of Authorized Signatory

Name:

Designation:

Seal of the Bidder

Date:

Place:



## ANNEXURE – XI

### DRAFT AGREEMENT

(To be executed on appropriate value of Non-Judicial Stamp Paper after issue of Letter of Award)

To form part of the Request for Proposal (RFP)

This Agreement is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Guwahati, Assam BETWEEN North Eastern Handicrafts and Handlooms Development Corporation Limited (NEHHDC), a Government of India Enterprise under the Ministry of Development of North Eastern Region (MDoNER), having its Registered Office at Crafts Promotion & Experience Centre, Garchuk, Pamohi Road, Guwahati – 781035 (hereinafter referred to as the 'FIRST PARTY' or 'NEHHDC'), AND M/s \_\_\_\_\_, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as the 'SECOND PARTY' or the 'Agency').

#### WHEREAS

PART 1. NEHHDC invited bids through RFP No. \_\_\_\_\_ for Selection and Appointment of a Manpower Service Provider for Providing Outsourced Manpower Services to NEHHDC.

PART 2. The SECOND PARTY submitted its Technical and Financial Bids in response to the RFP and was declared the Successful Bidder.

PART 3. NEHHDC issued Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_, which was accepted by the SECOND PARTY.

PART 4. The Parties are desirous of recording the terms governing their contractual relationship.

#### NOW THIS AGREEMENT WITNESS AS FOLLOWS:

##### 1. Contract Documents

The Contract shall comprise this Agreement, the Letter of Award, the RFP together with all Corrigenda/Addenda/Clarifications, the Technical Bid, the Financial Bid, every Deployment Order/Manpower Requisition issued by NEHHDC and written instructions issued under the Contract. The SECOND PARTY confirms that it has examined and unconditionally accepted all provisions of the RFP.



## 2. Scope

The SECOND PARTY shall provide outsourced manpower services strictly in accordance with the Contract Documents and only against written Deployment Orders/Manpower Requisitions issued by NEHHDC.

## 3. Framework Contract

The Parties acknowledge that this is a Framework Rate Contract. NEHHDC shall requisition manpower only on an 'as and when required' basis and does not guarantee any minimum deployment, minimum contract value or minimum business.

## 4. Obligations

The SECOND PARTY shall comply with all contractual and statutory obligations including recruitment, deployment, payment of wages, statutory compliances, maintenance of the Performance Security and all obligations prescribed under the RFP. NEHHDC shall administer the Contract and process admissible payments in accordance with the RFP.

## 5. Performance Security

The SECOND PARTY shall furnish and maintain the Initial Performance Security and any Additional Performance Security, wherever applicable, as prescribed in the RFP.

## 6. Employer–Employee Relationship

The deployed personnel shall remain employees of the SECOND PARTY and no employer–employee relationship shall exist between NEHHDC and such personnel.

## 7. Governing Provisions

Payment, statutory compliance, confidentiality, penalties, force majeure, termination, dispute resolution and all other rights and obligations shall be governed by the relevant provisions of the RFP, which are deemed incorporated into this Agreement as if set out herein.

## 8. Governing Law

This Agreement shall be governed by the laws of India. Subject to the dispute resolution provisions of the Contract, the Courts at Guwahati, Assam shall have exclusive jurisdiction.

## 9. Dispute Resolution

The Parties agree that any dispute, difference or claim arising out of or in connection with this Agreement shall be governed by **Clause 9.18 (Dispute Resolution and Arbitration)** of the RFP, which shall form an integral part of this Agreement.



## 10. Entire Agreement

This Agreement together with the Contract Documents constitutes the entire Contract between the Parties. No amendment shall be valid unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day, month and year first above written.

For and on behalf of NEHHDC

Authorized Signatory

Name:

Designation:

Official Seal

Witness-1

Name:

Address:

For and on behalf of the Agency

Authorized Signatory

Name:

Designation:

Official Seal

Witness-2

Name:

Address:

