

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
दूसरी मंजिल, ट्रांजिट हॉस्टल ऑफिसर्स क्लब, लाम्फेल, मणिपुर- 795004

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
2nd Floor, Transit Hostel, Officers' Club, Lamphel, Manipur-795004,
Tel. No.: +91385-2416303, Email ID: ro-imphal@nhidcl.com

(भारत सरकार का चयन)



(A Government of India Enterprise)

NHIDCL/RO-Imphal/Manpower/HRD/2024/ 318

Dated 06.07.2024

WORK COMPLETION CERTIFICATE

This is to certify that M/s HRD Commercial & Industrial Security Force Pvt. Ltd., a Registered Security and Manpower Service Providing Company in India having its Regd. Office at S.T. Road, Badarpur, P.O Badarpurghat, Pin:-788803, Dist:-Karimganj (Assam) have successfully completed the works as detailed below:

Name of the work : Providing of Services of Staff and Supporting Staff in NHIDCL, Regional Office, PMUs and Site Offices, Manipur.

Work Order No : i) Work Order No.: NHIDCL/RO-Imphal/Manpower/2021-22/e196739/661 dated 09.09.2021.
ii) Vide letter No. NHIDCL/RO-Imphal/HRD/2022-23/191 dated 26.05.2023.

Total No. of Persons deployed : 56 Nos. (Manpower Service).

Total No. of Persons deployed : 23 Nos. (Security & Housekeeping Service) for April, May & June 2023 only.

Date of Commencement : 01.11.2021

Actual date of Completion : 31.10.2023

Executed Amount : 5,53,25,859/- (Five Crore Fifty Three Lakh Twenty Five Thousand Eight Hundred Fifty Nine) only

This Certificate is issued on request by the Company.

This is issued with the concurrence of the Finance and approval of the Competent Authority.


(Kh. Roshan Singh)
Dy. Manager (HR)
NHIDCL, RO-Imphal

To

M/s HRD Commercial & Industrial Security Force Pvt. Ltd
S.T. Road, Badarpur, P.O Badarpurghat,
Dist:-Karimganj, Assam-788803.

NHIDCL/RO-Imphal/Manpower/2021-22/e196739/661

Date: 09.09.2021

To

M/s HRD Commercial & Industrial Security Force Pvt. Ltd.
S.T Road, Badarpur, Dist. Karimganj (Assam)-78803
Email: cisf.pvtsecforce@gmail.com

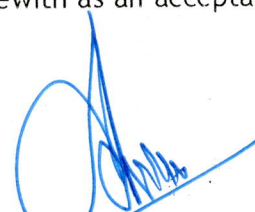
Subject: Selection of Manpower placement Agency for providing services of Staff and Supporting Staffs in Site Offices (SOs) / Project Monitoring Units (PMUs) / Regional Offices (RO), Manipur-2nd Call- **Letter of Acceptance-Reg.**

Reference: Your bid submitted on 16.08.2021.

Dear Sir/ Ma'am,

This has reference to your Technical and Financial proposal submitted by you on 16.08.2021 for the subject project.

2. The Competent Authority has accepted your financial proposal at the quoted percentage of 0.01% (Zero point Zero One Percent) Agency/ Admin/ Service Charge.
3. It is requested to furnish Performance Security of 5% of contract value i.e 25,00,000/- within seven (7) days from the date of issue of LOA, in form of Bank Guarantee issued in favor of "RO IMPHAL NHIDCL ESTABLISHMENT, Payable at Imphal". The Bank Guarantees shall be as per relevant format prescribed in the RFP. The Performance Securities shall have to be valid up to 60 days beyond the completion of contract period.
4. Upon submission of required Performance Securities, you are required to sign the Contract Agreement.
5. Also, it is requested to forward the Duplicate LoA enclosed herewith as an acceptance of the offer.



Col R K Swain (Retd.)
GM (Admin & LA)
RO-Imphal, NHIDCL

Copy to:

1. Relevant File



मनिपुर मणिपुर MANIPUR

215649

AGREEMENT

This agreement is made on the 29th day of October 2021 at Imphal, Manipur for providing manpower services of staff and supporting staffs in the NHIDCL Regional Office (RO) at Imphal, Project Monitoring Units (PMUs) & Site Offices (SOs), across the Manipur State.


BETWEEN

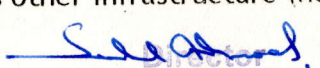
NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. (NHIDCL). A GOVT OF INDIA Enterprise under the Ministry of Road Transport and Highways, Government of India, registered under the Companies Act 1956, having its Corporate office at 3rd Floor, PTI Building, 4, Parliament Street, New Delhi-110001 and Regional Office of Manipur at Transit Hostel, Officers Club, Lamphelpat, Imphal West, Manipur - 795004 (herein after referred to as NHIDCL RO) through its authorized representative General Manager (Admin & LA), which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors & assigns of the one part;

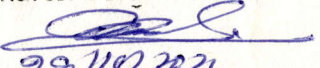
AND

M/s HRD Commercial & Industrial Security Force Pvt. Ltd. a company incorporated under the Companies Act. 1956, having its registered office at S. T. Road, Badarpur Dist. Karimganj (Assam) - 788803 (India) and its Imphal Branch Office at Ghari Awang Leikai, Dist Imphal, PIN - 795140 State Manipur, represented by its authorized representative Shri/Ms Suhel Ahmed, Director HRD, (herein referred to as AGENCY, which expression shall unless repugnant to the context or meaning thereof include its administrator's successors and assigns of the other part);

WHEREAS NHIDCL promotes, surveys, establishes, designs, builds, operates, maintains and upgrades National Highways and Strategic Roads, including interconnecting roads in parts of the Country as well as other infrastructure (hereinafter referred to as CLIENT)


N. Kenedy Singh
Advocate
High Court of Manipur


HRD Commercial & Industrial
Security Force Pvt. Ltd.


29/10/2021
(Y. Sanatomba Meetei)
Oath Commissioner (Judicial)
Imphal West, Manipur


General Manager (Admin & LA)
National Highways & Infrastructure
Development Corporation Limited
Regional Office-Imphal

Sub-Registrar H.Q. Imphal

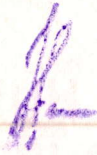
Date of sale:

05 OCT 2021

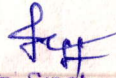
Value of Stamp:

Name of Purchaser:

Address:



Thokchom Ibotombi Singh
Licence Stamp Vender



512009

512009

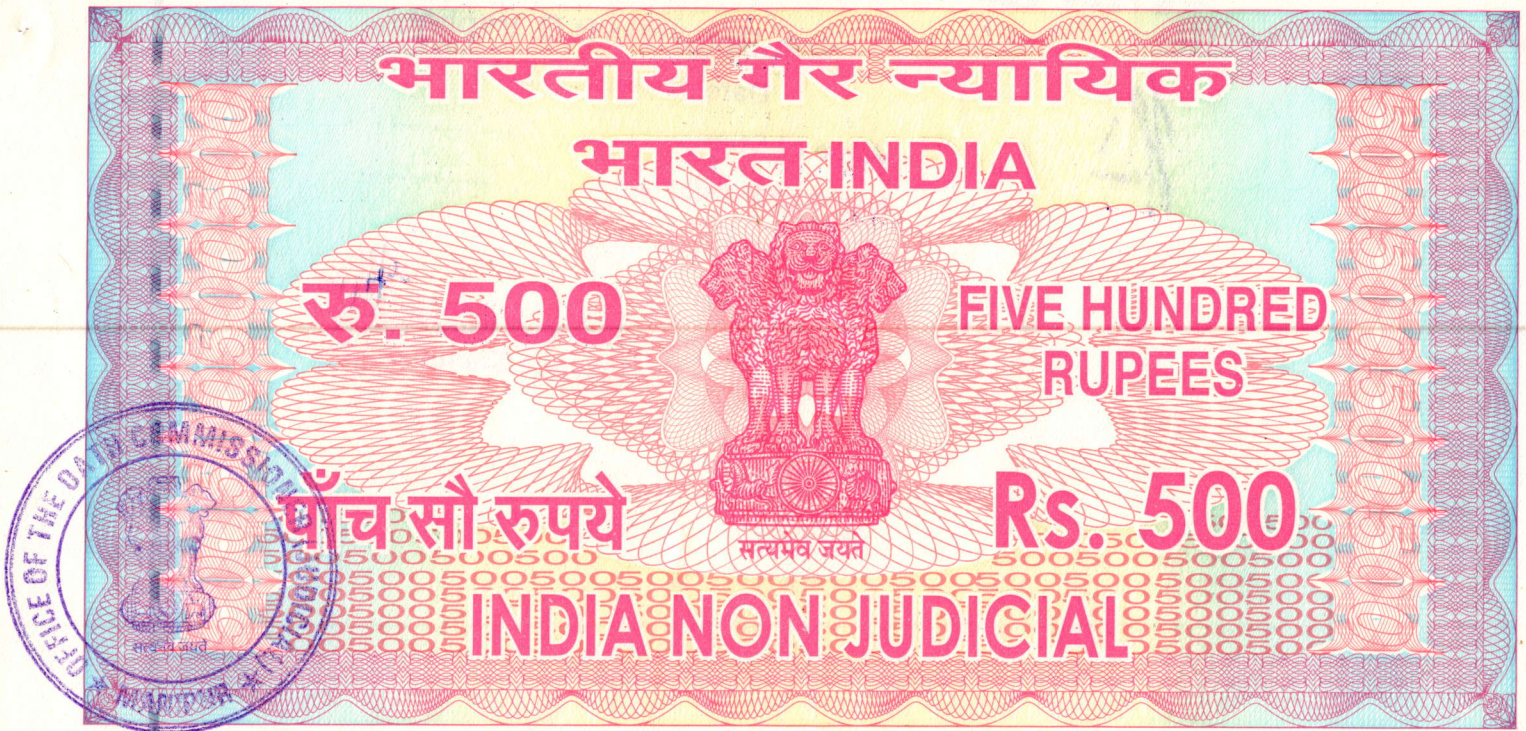
...

...

...

...

...



मणिपुर मणिपुर MANIPUR

215945

and

WHEREAS AGENCY has agreed to provide services of expert technical professionals in the field of Civil Engineering (with experience in Construction/ Designing of National and State Highways, Airport Runways. Bridges & Tunnelling, Multi-Level Parking, etc.), other Engineering professionals and skilled professionals (i.e Multi-Tasking Staff/(MTS), Data Entry Operator/(DEO), Office Assistant/(OA), SAP Consultant, Personal Assistant/(PA), etc.) as may be required at CLIENT Regional Office Imphal, its Site Offices, and its Project Monitoring Units (PMUS) across the Manipur State and further warrants that it has the necessary experience, financial capabilities, technical skills and suitable personnel to provide such services as CLIENT may require to perform the services detailed as per Tender Notice dated: 05.08.2021 & Tender ID: Tender ID 2021_NHIDC_641917_1 as well as other requirements that may be necessitated for work requirement of the CLIENT.

In consideration of the AGENCY providing the services a specified in the tender document. CLIENT shall pay to the AGENCY the monthly charges/payments at the Rates agreed. i.e. services charges @ of 0.01% on the monthly remuneration paid to the staff deployed by the AGENCY, for the services.

CONDITIONS OF CONTRACT

1.0 DURATION OF CONTRACT/EMPANELMENT

- 1.1 The Contract shall come into force on the EFFECTIVE DATE and shall unless terminated, remain in force for 2 Years from this date. The contract period may be further extended upon satisfactory performance for another period of one year. The period of

(Signature)
Oath Commissioner (Judicial)

Imphal West, Manipur

(Signature)
Security Force Pvt. Ltd.

(Signature)
General Manager (Admin & LA)
National Highways & Infrastructure
Development Corporation Limited
Regional Office-Imphal

05 OCT 2021

[Handwritten signature]

Sub-Registrar H.Q. Imphal

Date of sale:.....

Value of Stamp:

Name of Purchase:

Address:.....

[Handwritten signature]
Thokchom Ibotombi Singh
Licence Stamp Vender

518948

terminated at any time before expiry of contract period depending upon requirement of CLIENT. The EFFECTIVE date of start of the contract shall be reckoned as 01.11.2021.



2.0 CLIENT'S REPRESENTATIVE

- 2.1 CLIENT shall designate in writing a representative(s) who shall be authorized to act for and on behalf of CLIENT with respect to this Agreement. CLIENT may change the designated representative at any time by so advising the AGENCY in writing. The actions and commitments of the Authorised Representative of the AGENCY shall be binding upon the AGENCY.

3.0 PERFORMANCE SECURITY

The AGENCY has deposited Performance Security vide Bank Guarantee No. 1162021BG0000006 dated 01.10.2021 for an amount of Rs 25,00,000/ (Rupees Forty Five Lakh only), valid up to 28.01.2025 issued in favour of Managing Director, National Highways & Infrastructure Development Corporation Limited, New Delhi, issued by State Bank of India Bank, covering two months in addition to the initial period of contract. On subsequent renewal/ extension of the contract, the BG shall accordingly be renewed by the AGENCY for two months in addition to the extended contract period.

In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the AGENCY will liable to be forfeited by the CLIENT without any prior written notice besides annulment of the contract and the AGENCY become liable for blacklisting.

4.0 PERFORMANCE OF SERVICES

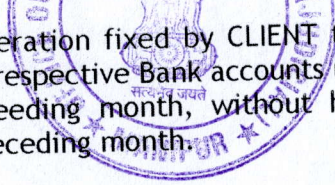
1. The actual requirement of services and in turn the number of manpower may increase or decrease during the currency of contract, based on the actual work requirement. The AGENCY would have to provide a panel of sufficient number of skilled professionals possessing the requisite qualification, experience and other Engineering professionals as may be required at CLIENT Regional Office, Imphal, its Site Offices and Project Monitoring Units (PMUS) across Manipur State, out of which CLIENT would reserve the right to select or return the same for further submission depending on their suitability.
2. The contracting AGENCY shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities under this contract to any other agency without the prior written consent of CLIENT
3. The AGENCY shall be bound by the details furnished by him/ her to the CLIENT while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract, making him/her liable for legal action, besides termination of contract:
4. The CLIENT, reserves the right to terminate/foreclose the contract any time after giving thirty days' notice to the contracting AGENCY and in case of breach of terms of contract without any further correspondence in this regard.
5. CLIENT may ask for documentary evidence in respect of payment of statutory liabilities as and when required.

N. Kenedy Singh
Advocate
High Court of Manipur

HRD Commercial & Industrial
Security Force Pvt. Ltd.

(Y. Saratomba Meetei)
Oath Commissioner (Judicial)
Imphal West, Manipur

General Manager (Admin & LA)
National Highways & Infrastructure
Development Corporation Limited
Regional Office-Imphal

- 
6. AGENCY will pay the remuneration fixed by CLIENT to the deployed professionals through RTGS/NEFT in their respective Bank accounts under intimation to CLIENT on or before 7th of the succeeding month, without having any reference to the reimbursement of bills of preceding month.
 7. CLIENT, shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the AGENCY in addition to other legal action.
 8. Every outsourced staff shall be entitled to one day paid leave (in addition to public holidays) for each completed calendar month that can be accumulated up to the end of the calendar year. Beyond which such leaves cannot be carried forward. The leave must be availed of with the prior approval of his/her Controlling Officer and un-availed leaves shall not be eligible for encashment.
 9. The outsourced staff shall be required to render services under the supervision of CLIENT Officers.
 10. AGENCY should arrange to issue a laminated ID Card to each of the outsourced staff deployed at CLIENT office (as per design approved by CLIENT), containing the photo of the deployed personnel along with other details such as Name, DoB, validity, type of engagement i.e. designation, Name of the Outsourcing AGENCY, place of deployment, etc. The AGENCY shall not charge any amount from the persons engaged on this account.

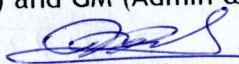
LIABILITIES, CONTROL ETC. OF THE PERSONNEL DEPLOYED

11. No outsourced staff shall have any financial or administrative powers, whatsoever. Their duties shall be to assist and carry out routine function as may be assigned by his her Controlling Officer. The outsourced staff so deployed shall comply with CLIENT's rules and regulations as may be in force or as amended from time to time.
12. All drawings, documents, data, specifications, standards, manuals etc., issued or made available to outsourced staff shall be used exclusively towards discharging his her duties in CLIENT office and shall be returned to the concerned authority in CLIENT without retaining any copies thereof.

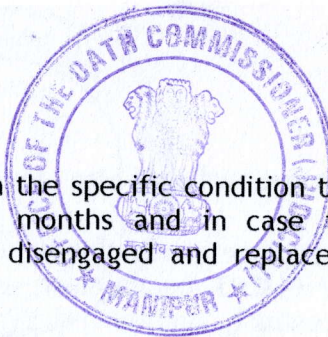
General Liability of Outsourced staff:

13. The AGENCY shall ensure that:

- a. The outsourced staff will not use any official information concerning CLIENT for any non-official purpose. The ownership and copyright of all data, drawings, reports and other documents. Prepared by the outsourced staff during the discharge of his/her duties in CLIENT shall rest exclusively with CLIENT.
- b. For the purpose of this Clause "Confidential Information shall mean any know how, as well as any other knowledge, data or information of any technical. Commercial or financial nature which is furnished to or obtained by outsourcing staff directly or indirectly, during execution of their duties, in CLIENT office/projects.
- c. He/ She shall not write to CLIENT management regarding any personal issues and shall take up the requisite issues with the AGENCY only. However, if any grievance regarding payment of wages in violation of Labour laws is to be made, it shall be addressed to ED(P) and GM (Admin & LA) at NHIDCL RO Imphal only.


28/10/2021

(Y. Sanatomba Meetei)
Oath Commissioner (Judicial)
Imphal West, Manipur

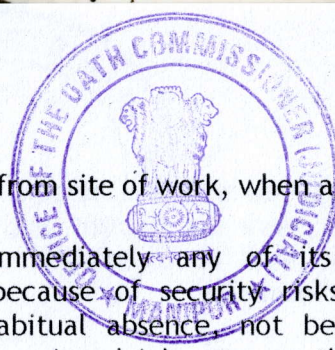


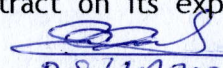
- d. He/she shall be deployed with the specific condition that his/her performance shall be reviewed every six months and in case the same is not found satisfactory. He/she shall be disengaged and replaced with a person having better skills and performance.
- e. The deployment of persons shall be co-terminus with the contract of the AGENCY and the AGENCY shall ensure to specifically make it a term/condition of deployment. If the concerned project for which a person was deployed stands completed/terminated/ended, the deployed person shall automatically stand withdrawn from CLIENT without any notice in this regard.
14. CLIENT provides equal opportunity to women for work. All outsourced staff shall show gender sensitizing.
15. Integrity: Each of the outsourced staff so deployed must maintain highest standards of integrity and ethics.
16. The AGENCY shall ensure that the individual person deployed in the CLIENT offices is physically fit, competent to discharge the duties assigned to her/him and have requisite experience and qualifications.
17. The persons deployed shall work as per the office timings of the office in which they are deployed. The persons deployed may be required to attend the office on holidays or attend office before after office working hours based on the exigencies of work for which no additional payment shall be payable, however. Compensatory off in lieu of the same may be permitted at subsequent date within a Period of 30 days.
18. The AGENCY shall furnish the following documents in respect of the individual Manpower, who will be deployed in the CLIENT's office at the time of commencement of the service contract:
- List of persons to be deployed
 - Bio-data of all such persons
 - Attested copy of the Certificates and documents showing age, educational qualifications and experience.
 - Certificate of verification of antecedents of persons by local Police authority.
 - Identity Cards bearing photograph. [Aadhar number of the persons deployed (copy of the Aadhar Card may be provided).
19. The AGENCY shall be required to submit to CLIENT for review and approval of the biodata of the personnel along with attested copies of certificates of qualification of personnel assigned to carry out the services. The AGENCY shall submit the above details within 7 days of the requirement raised by CLIENT and the shortlisted candidates shall be called for interaction/Trade Test before engagement. The selected candidates would be required to join their duties within 15 days from the date of issue of letter by the AGENCY in CLIENT office. The original testimonials should be available with the concerned AGENCY personnel for verification at the time of interview/ assessment of skills. If the empanelled AGENCY is unable to provide suitable biodata of candidates after the requisitions made to them on two occasions during the agreement period, the agreement is liable to be terminated. Likewise, in case the shortlisted candidates of the AGENCY fail to join on three consecutive occasions, the CLIENT shall be at liberty to terminate the agreement.
20. In case the personnel deployed by the successful AGENCY commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/incompetence, the AGENCY will be liable to withdraw from CLIENT's office deployment of such persons with a substitute with immediate effect and/or to take appropriate disciplinary/legal action against such

N. Kenedy Singh
Advocate

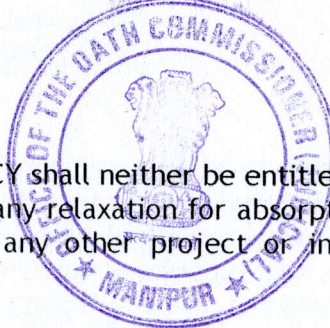
persons including their removal from site of work, when asked by CLIENT office.

21. The AGENCY shall replace immediately any of its personnel who are found unacceptable to the CLIENT because of security risks, incompetence, conflict of interest, improper conduct, habitual absence, not being punctual and regular in attendance, refusal to perform assigned job, etc. on the instructions of the CLIENT office. The agency shall clearly specify this term in the deployment letters he issued the concerned manpower.
22. The staff deployed shall be required to report for work to the Competent Authority at CLIENT office daily and would not leave the office during the duty hours. Attendance shall be monitored by the Aadhar Enabled Biometric Attendance system or any other notified mode and all the staff deployed shall be required to follow notified office timings. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions leading to total loss time of more than 1.5 hours: one-day pro-rata remuneration shall be deducted or any other action as deemed may be taken.
23. The AGENCY shall depute a coordinator, who would be responsible for immediate interaction with the CLIENT so that optimal services of the persons deployed by the AGENCY could be availed without any disruption.
24. The AGENCY shall immediately provide a substitute in the event of any person absents from duty on any day, leaving the job or is removed. The delay by the AGENCY in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ 2 times the pro-rata remuneration per day per personnel on the service-providing AGENCY.
25. CLIENT will make consolidated payment for each person engaged by the AGENCY. Against the bill raised by the AGENCY based on actual attendance of the completed months at notified remuneration. No separate payment will be made to either the AGENCY or any individual on any account by CLIENT except in cases when the person engaged is deputed for official work wherein. Payments would be made as per CLIENT's rules and regulations with the prior approval of Competent Authority and the same shall be reimbursed subsequently by CLIENT.
26. For all intents and purposes, the service providing AGENCY shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so deployed in the CLIENT's office. The persons deployed by the AGENCY in the CLIENT's office shall not have any claim of Master and Servant relationship nor have any Principal and Agent relationship with or against the CLIENT. They shall in no case be entitled for claiming regularization/ employment in the CLIENT'S office, on the basis of having rendered services through the Contractor.
27. The AGENCY shall be solely responsible for the redressal of grievances/ resolution of disputes relating to the persons deployed in CLIENT's office. The CLIENT shall, in no way be responsible for settlement of such issues whatsoever.
28. The CLIENT shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing AGENCY in the course of their performing the functions/ duties, or for payment towards any compensation.
29. The personnel deployed by the service providing AGENCY shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc. Temporary regular/ confirmed or any other direct contractual employees of the CLIENT during the currency after expiry of the Contract.
30. In case of termination of this contract on its expiry or otherwise, the personnel




29/10/2021 (Y. Sanatomba Meetei)
Oath Commissioner (Judicial)
Imphal West, Manipur

deployed by the service providing AGENCY shall neither be entitled to nor will have any claim for continuation or absorption or any relaxation for absorption in the regular/ or any other capacity or continuation in any other project or in any capacity in the CLIENT's office.



31. The outsourced staff who are already working, with the CLIENT through the present outsourcing agency, will be required to be continued in the new contract as they have gained experience and training in the working of NHIDCL and their continuation at the discretion of CLIENT is binding on the AGENCY.

LEGAL

32. The AGENCY will be responsible for compliance of all statutory provisions relating to Minimum Wages, GST, Provident Fund, Maternity Leave Benefit and Employees State Insurance etc., if applicable in respect of the persons deployed by it in CLIENT's office. Maternity leave to be paid for as per applicable statutory provisions and CLIENT shall reimburse such amount. The Stated Provisions/Laws mentioned is only indicative and not the exhaustive list.
33. Medical insurance @ Rs.5 Lakh for those deployed at CLIENT HQ & field offices and Personal Accidental Insurance @ Rs.10 Lakh for those deployed in field offices is to be taken by the outsourcing AGENCY and the amount premium would be reimbursed by CLIENT to the outsourcing AGENCY.
34. The AGENCY shall also be liable for depositing any Taxes, Levies, Cess etc. on account of service rendered by it to the CLIENT to the concerned tax collection authorities from time to time as per extant rules and regulations on matter.
35. The AGENCY shall maintain all statutory registers under the applicable law. The AGENCY shall produce the same, on demand, to the concerned authority of the CLIENT or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
36. Taxes will be deducted as per the applicable laws, as amended from time to time and the certificate to this effect will be issued by CLIENT.
37. In case, the AGENCY fails to comply with any statutory/ taxation liability. under appropriate law and as result thereof, if the CLIENT is put to any loss/obligation, monetary or otherwise, the CLIENT will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the AGENCY, to the extent of the loss or obligation in monetary.
38. The AGENCY shall be liable for and shall hold harmless the CLIENT against any liability(s), loss(s). Expenses(s), damages, claims, suits, actions demands or proceedings, arising under any law for & on behalf of its manpower deployed in CLIENT's office and for the act and conduct of its personnel deployed in CLIENT'S office.
39. In the event of any dispute arising after the execution of the Contract Agreement, the parties hereby agree to resolve the issues through Arbitration and shall follow the procedures as laid down in the Arbitration and Conciliation Act, 1996 (as amended from time to time). It is agreed that the disputes shall be referred to the Sole Arbitrator appointed by the Managing Director, NHIDCL. It is also agreed that the seat of Arbitration shall be at Delhi. Except where otherwise provided for in the contract, all questions and disputes, claims, rights, matters or things whatsoever in any way arising out of or relating to the contract thereof shall be referred to the Dispute Resolution Committee to be appointed by the Director (A&F), NHIDCL before taking recourse for resolution of dispute through Arbitration. In case dispute is not resolved at Dispute

N. Kenedy Singh
Advocate
High Court of Manipur

HRD Commercial & Security Force Pvt. Ltd.

Y. Sanatomba Meetei
28/09/2021 Oath Commissioner (Judicial)
Imphal West, Manipur

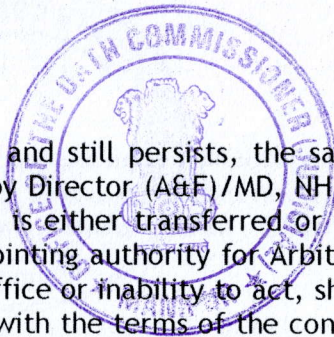
General Manager (Admin & LA)
National Highways & Infrastructure Development Corp. Ltd.

Resolution Committee level and still persists, the same shall be referred to the Sole Arbitrator to be appointed by Director (A&F)/MD, NHIDCL. The Arbitrator to whom the matter is originally referred is either transferred or vacates his office or is unable to act for any reason, the appointing authority for Arbitrator, as aforesaid at the time of such transfer. Vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Provision of the Arbitration and Conciliation Act. 1996, as amended or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

40. The Courts at Delhi/New Delhi shall have the exclusive jurisdiction to try and entertain the suit/petition over any matter connected with this agreement.

FINANCIAL

41. The AGENCY shall raise the bill, in triplicate, along with attendance sheet (duly verified by Competent Authority. CLIENT's office) in respect of the persons deployed and submit the same to the General Manager (Admin) in CLIENT's office in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, CLIENT shall not pay interest on any delayed payment. The payment to the persons deployed at CLIENT's office should be made by the AGENCY through RTGS/NEFT the bank account and the proof of same shall be submitted to CLIENT each month. CLIENT may verify the same and in case of any default. CLIENT shall withhold the payments due to the service provider AGENCY in addition to taking legal action. CLIENT shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider AGENCY in addition to other legal action
42. The amount of pre-estimated agreed liquidated damages calculated @ 2 times the pro-rata remuneration per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the AGENCY shall be deducted from the monthly bills of the service providing AGENCY in the following month.
43. The CLIENT reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the Manpower placement AGENCY.
44. The remuneration payable to the Manpower and the qualification & relevant work experience of the manpower shall be decided by CLIENT and the placement AGENCY shall ensure that the deployed Manpower has the requisite experience and qualifications. The qualifications, experience and remuneration payable at present shall be as per details given under Section 5 of the tender document and clause 5.0 of this agreement. These could be changed at the sole discretion of CLIENT, The AGENCY will have to furnish an Affidavit that it is in compliance with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities thereon.
45. AGENCY should not charge either as registration fee or any other amount from the candidates so deployed. Any violation of this would be considered as breach of contract conditions and would be dealt appropriately.
46. The payment shall be made on conclusion of the calendar month only on the basis of



[Signature]
28/10/2021

(Y. Sanatomba Meetei)
Oath Commissioner (Judicial)
Imphal West, Manipur

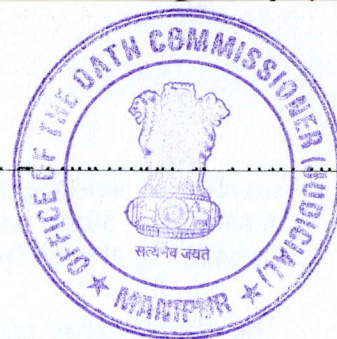
number of working days for which duty has been performed as certified by CLIENT. Attendance along with certificate for satisfactory performance of the duties shall be provided to the AGENCY for releasing payment to the staff deployed at CLIENT'S office.

47. The AGENCY shall ensure that the remuneration to the deployed staff is released by the 7th of the succeeding month, through RTGS/ NEFT and the proof of same shall be submitted to CLIENT each month along with claim for reimbursement. CLIENT may verify the same and in case of any default. CLIENT shall withhold the payments due to the AGENCY in addition to taking legal action.

5.0 SCHEDULE OF REQUIREMENT

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

Designation	Remuneration (Rs. Per Month)	Required Qualification	Monthly consolidated remuneration (inclusive of PF, ESI and all other statutory contributions applicable) but exclusive of applicable taxes and AGENCY charges.
MTS	23,000+ applicable allowances	10 pass and having good etiquette manner, basic knowledge of Computer and Typing shall be desirable.	Monthly consolidated remuneration (CTC) will be fixed as per the suitability of the candidate(s). Medical insurance @ Rs 5 Lakh for those deployed at field offices and Personal Accidental Insurance @ Rs. 10 Lakh for those deployed in field offices is to be taken by the outsourcing AGENCY and the annual premium would be reimbursed by CLIENT to the outsourcing AGENCY.
DEO	28,000+ applicable allowances	10+2 pass with 1 year experience plus typing speed of 30 w.p.m in English /Hindi.	
OA	32,000+ applicable allowances	Graduate + Proficiency in Stenography @100 w.p.m or above Plus typing speed of 45 w.p.m or above in English/Hindi	
Accountant	32,000+ applicable allowances	B. Com Preference would be given to candidate having M.Com/Inter CA or ICWA	
PA	35,000+ applicable allowances	Graduate + proficiency in Stenography @100 w.p.m or above plus typing speed of 45 w.p.m. or above in English/Hindi	
SAP Consultant	40,000+ applicable allowances	First Class Graduate and having experience in SAP.	
TGE	36,000+ applicable allowances	B.Tech Degree in Civil Engineering from an Institution of repute/ Govt./NIT/IIT and having experience from 0-1 year	
GE	54,000+ applicable allowances	B.Tech Degree in Civil Engineering from an Institution of repute/ Govt./NIT/IIT and having experience from 1-4 year	



Manager (P)	84,000+ applicable allowances	B.Tech Degree in Civil Engineering from an Institution of repute/ Govt./NIT/IIT. (Experience 4-7 Years)
-------------	-------------------------------	---

In addition to above, Field Allowance and other remuneration as well as special allowance based on risk and hardship of the area shall also be paid by the AGENCY as per policy of the CLIENT to be notified from time to time.

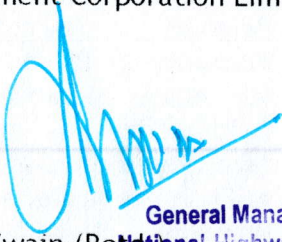

6.0 NOTICES AND ADDRESSES

All notices required or permitted hereunder in writing shall be deemed to have been properly given and delivered by either party hereto when sent by email, registered post to the other party at such address which may be notified from time to time by either party to the other in writing.

7.0 The following documents shall be deemed to form and be read & construed as a part of agreement. Viz:-

- RFP/Tender/Bids Documents, subsequent corrigendum, amendment or clarification issued by NHIDCL for providing the above mentioned services.
- Financial Bid/Technical Bid submitted by M/s HRD Commercial & Industrial Security Force Pvt. Ltd.
- Terms & Conditions duly accepted by M/s HRD Commercial & Industrial Security Force Pvt. Ltd.

In witness whereof the parties hereto have duly executed this contract in original at the place and date first written above.

Signed and Delivered For & on behalf of National Highways & Infrastructure Development Corporation Limited by  General Manager (Admin & LA) Col R K Swain (Regional Office-Imphal) GM(Admin & LA) National Highways & Infrastructure Development Corporation Limited NHIDCL, RO-Imphal	Signed and Delivered for & on behalf of M/s HRD Commercial & Industrial Security Force Pvt. Ltd.  Director HRD Commercial & Industrial Security Force Pvt. Ltd.
---	---

In presence of witness from each side

Witness No. 1. Ashutosh Kumar


Witness No. 1. Nirronal K. R. Singh

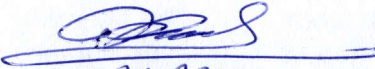
Witness No. 2. Karam Raj Singh

Witness No. 2. S. Satish Singh

Place: Imphal,

Date: 29th Oct, 2021


N. Kennedy Singh
Advocate
High Court of Manipur


28/10/2021
(Y. Sanatomba Meetei)
Oath Commissioner (Judicial)
Imphal West, Manipur