

Issued to M/s. _____

**NATIONAL INSTITUTE OF BANKING STUDIES AND CORPORATE
MANAGEMENT.**

Address: A-30, SECTOR 62, INSTITUTIONAL AREA, SECTOR 62, NOIDA (U.P.)
Tel No: 0120-2975208/09,2975204/05,2975230/31 E-Mail: nibscom@nibscom.in

Name of work:

Tender for engaging a Contractor for **“Manpower Services”**, for premises of NIBSCOM, situated at A-30, Sector 62, Institutional Area, NOIDA (UP).

Cost of Tender document(Non-Refundable)	:	Rs 1,000.00(Rupees one thousand only)DD/Cash in favor of “National institute of banking studies and corporate management” Payble at Delhi/Noida
Last Date of Submission of tender	:	2:00 p.m. on 13-06-2018
Date of opening of the Tender	:	3:00 p.m. on 13-06-2018
Venue of Tender Submission	:	NIBSCOM, A-30, SECTOR 62, INSTITUTIONAL AREA, SECTOR 62, NOIDA(U.P.)
Validity of Tender from the Date of opening	:	90 Days
Earnest Money Deposit(Refundable)	:	Rs 10,000.00(Rupees Ten thousand)demand draft in favor of “National institute of banking studies and corporate management” (DD must be valid for 2 months the date of submission of tender) Payble at Delhi/Noida.

BID DOCUMENTS

FOR MAN POWER SERVICES CONTRACT

AT

**NATIONAL INSTITUTE OF BANKING STUDIES
AND CORPORATE MANAGEMENT
PLOT NO.A-30, SECTOR 62,
NOIDA – 201 307
U.P.**

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NIBSCOM

VOLUME I

**CONDITIONS APPLICABLE TO
INVITATION OF TENDER**

**NATIONAL INSTITUTE OF BANKING STUDIES
AND CORPORATE MANAGEMENT
PLOT NO.A-30, SECTOR 62,
NOIDA – 201 307
U.P.**

1. CONDITIONS APPLICABLE TO INVITATION OF TENDER

1.01 Invitation to Tender

- (i) Sealed consolidated price/fixed rate tenders are invited by the Director, National Institute of Banking Studies and Corporate Management, A-30, Sector 62, Institutional Area, Noida – 201 307 (hereinafter called NIBSCOM) from the Contractors having quality experience of more than 5 years of similar nature of work earlier.
- (ii) The tender documents can be obtained from Manager (Accounts), National Institute of Banking Studies and Corporate Management, A-30, Sector 62, Institutional Area, Noida–201307 on all working days between 11.00 A.M. to 4.00 P.M. on or before **12.06.2018**(Institute remains closed on second and fourth Saturdays).
- (iii) The tender documents are available against non-refundable demand draft/Cash of a public sector bank in favour of '**National Institute of Banking Studies and Corporate Management**' payable at Delhi/Noida for Rs.1000/- (Rupees one thousand only) towards the cost of tender document. (DD must be valid for 2 months from the date of submission of tender).
- (iv) Tenders are invited from recognized and experienced Contractors only. Every tenderer should submit along with his tender:
 - (a) A copy of Income Tax Return (FY-14-15,15-16,16-17).
 - (b) Audited copies of balance sheets for last three years(FY -14-15,15-16,16-17).
 - (c) Details of registration with professional body if any and particulars of similar work undertaken in the past.Detail particulars of at least one work of similar nature executed should be furnished listing out the scale of operations etc nature of job the name of the organization that allotted the work.
- (v) If the tender document is submitted by an individual, it shall be signed by him giving his full name and complete address. If it is made by a firm, it shall be signed by Proprietor/partnership/Director/authorized signatory as the case may be ,address of firm, proprietor, each of the partners as applicable shall be furnished and a copy of the Power of Attorney shall be attached with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act, it shall be signed by the Managing Director/authorized representative on and shall bear the official seal of the Company.
- (vi) An Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only) must accompany the tender in the form of demand draft issued by a scheduled bank favoring '**National Institute of Banking Studies and Corporate Management**' payable at Delhi/Noida.(DD must be valid for 2 months from the date of submission of tender)
- (vii) The last date of submission of sealed tenders complete in all respects is **13.06.2018 (2.00 P.M.)**. The tender should be submitted in the office of the Manager(Accounts), National Institute of Banking Studies and Corporate Management, A-30, Sector 62, Institutional Area, Noida–201307.
- (viii) The NIBSCOM also reserves the right to accept in part or whole or reject any or all tenders without assigning any reason whatsoever.

1.02 CONTRACT DOCUMENT

- (i) The tender document consists of three parts as under:
 - Volume I General Conditions of Contract
 - Volume II Technical Bid
 - Volume III Financial-Bid.

The tenderer is required to separately seal duly completed and signed General Conditions of Contract (**Volume I**), Technical Bid (**Volume – II**) and Financial bid (**Volume III**) and all the three covers be put together in a larger sealed envelope marked “Tender for Manpower Services – NIBSCOM”.

- (ii) Before putting the bids in a sealed cover, tenderer should ensure that
 - (a) All corrections have been duly authenticated by the tenderer with his dated initials as many times as the corrections occur. Any tender which carries over-writing or erasure is liable to be rejected.
 - (b) The rate/rates in the Financial-Bid (Volume III of tender document) are to be filled up in figures as well as words. The tenders which do not fulfill this requirement are liable to be summarily rejected.
 - (c) The rates quoted in the Financial bid shall be exclusive of applicable taxes.
 - (d) Any deviation from scope of work as enumerated in the tender document should be clearly specified. No excuse as regards want of information on any particular point will be considered after the tender has been received.
- (iii) Any tender submitted without the requisite EMD will not be considered by the NIBSCOM.
- (iv) Should the successful tenderer fail to enter into an agreement to start the work for any reason whatsoever; NIBSCOM will have every right to forfeit tenderer’s Earnest Money Deposit (EMD).
- (v) The EMD of successful tenderer shall be treated as part of Security Deposit as per clause 1.04 (iii) below. No interest shall be paid on EMD. The Security deposit that may be made with the Institute shall not carry any interest.
- (vi) The earnest money deposit of unsuccessful tenderers will be returned after NIBSCOM’s signing the agreement with the successful tenderer and shall not bear any interest .

1.03 SCOPE OF WORK FOR MAN POWER SERVICE CONTRACT.

- (i) The Minimum Eligibility Criteria of jobs to be carried out are listed at **Annexure – E**.

- (ii) All Man power services jobs shall be carried out as per the requirement of the NIBSCOM. All the jobs are to be carried out by professional / experienced persons who are well versed in such jobs.
- (iii) All Tools/Equipment (if any) used for Man power services as specified in the bid shall be of the best quality and approved by the NIBSCOM at the contractor cost.

1.03.1 TIMINGS:

The detailed scheduling of Work timings of Manpower services jobs is explained under General Terms & Conditions **Point 15.**

1.03.2 GENERAL TERMS AND CONDITIONS :

- 1) The persons supplied by the Agency should verify and submit the certificate of Police whether any criminal cases are pending against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to NIBSCOM. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
- 2) The service provider has to provide the Photo Identity Cards to the persons deployed by him/her for carrying out the work. These cards are to be constantly displayed & their loss be reported immediately.
- 3) The service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them.
- 4) The NIBSCOM may require the service provider to dismiss or remove from the site of work, any person or persons, deployed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.
- 5) The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 6) NIBSCOM shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.
- 7) The service provider's personnel shall not divulge or disclose to any person,

any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.

- 8) The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of NIBSCOM.
- 9) The service provider's person shall not claim any benefit/ compensation/ absorption/ regularization of services in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.
- 10) The person deployed shall not claim any Master & Servant relationship against this office.
- 11) The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, other tobacco products and loitering without work.
- 12) The service provider shall engage the necessary person as required by NIBSCOM from time to time. The said person engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their salary on or before 7th of every month in time by means of cheque/Bank transfer. There is no Master & Servant relationship between the employees of the service provider and the this office (NIBSCOM). Further that the said person(s) of the service provider shall not claim any benefit. The Service provider should not stop the payment of salary on account of delays not attributed to the engaged.
- 13) The contractor should ensure payment of Minimum wages as applicable to Noida(Area A) to the deployed personnel at the prevailing rates as mentioned under Minimum wages Act, prescribed by the Government. The Bidder shall ensure that all statutory compliance (PF, ESI, Bonus etc.) in respect of their deployed staff are paid to the proper authority/staff as per law for the time being in force .Any breach of such act shall make it liable for termination of the contract and the same would be dealt accordingly.
- 14) The transportation, food, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider. This shall include payment of PF, ESI, GST etc. However, payments in respect of PF, ESI etc. or any such other statutory requirements by the contractor shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the PF No., ESI No. etc. of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bills should be for reimbursement of the actual amount to the service rendered by the contractor. Bills should be submitted on monthly basis after giving proper evidence of completion of all statutory compliance (PF, ESI, and Bonus).
- 15) Working hours will be 8 hours excluding half an hour lunch break.

- 16) The service provider will submit the bill in triplicate in the 1st week of following month for payment. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absent of the manpower and on account of non performance of work .
- 17) The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
- 18) The service provider shall provide a substitute well in advanced if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 19) If for any reason the personnel deployed by the service provider proceeds on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceeds 3 days or even earlier, if situation so warrants, which shall invite a penalty fee of Rs.1000/- per day.
- 20) Payments to the service provider would be strictly on certification by the NIBSCOM with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
- 21) The service provider shall be contactable at all times and message(s) sent by E-mail/Special Messenger/Phone from the NIBSCOM to the service provider shall be acknowledged immediately on receipt on the same day. The contractor will ensure every day that the minimum manpower has been complied with.
- 22) NIBSCOM reserved the right to cancel the contract at any stage by giving one month's notice without assigning any reason whatsoever.
- 23) However, the agreement can be terminated by agency by giving Three month's notice in advance. If the agency fails to given three month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the agency from the NIBSCOM shall be forfeited.
- 24) On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

- 25) All disputes and differences arising out or in any way related to the contract shall be referred to the sole arbitrator to the Director, NIBSCOM.
- 26) The award of the arbitrator so appointed shall be final and binding to the parties to the agreement. Further, if any dispute is to be referred to the courts, the jurisdiction of the same shall be at NOIDA.
- 28) The Contractor shall be deemed to have known the nature, scope, magnitude and extent of services to be rendered and materials to be procured, though the contract documents may not fully spell out all the details.

1.03.3 CONTRACTOR'S RESPONSIBILITY :

Notwithstanding anything to the contrary contained in the contract document, expressed or implied, the contractor shall be and remain at all times exclusively responsible to provide all material, manpower and equipment that are needed to ensure that the contractual obligations are fulfilled by the contractor.

1.03.4 MATERIALS:

The Contractor is liable to provide all necessary tools & equipments required for performing the assigned work at own cost, NIBSCOM is only responsible for the material.

1.03.5 CONDITIONS OF WORK:

- (i) Work shall be carried out by the contractor as per terms and the conditions of the contract.
- (ii) The contractor shall engage well trained Manpower. as employee (here it contractor called as employer) to fulfill the job under contract (to and they shall be dressed in neat uniforms and soft-soled shoes as per para 2.5.1. Contractor shall ensure that none of his employees is without the proper uniform while on duty.
- (iii) Efficiency, promptness, quality service, good behaviour and politeness of the workers, are the essence of the contract.
- (iv) On award of the contract, the Contractor shall furnish the category-wise details of his personnel, as per **Annexure – D**, for approval of the NIBSCOM before they are brought into the Institute premises for providing various services. The NIBSCOM or his authorized representative reserves the right to refuse admission to one or more of the Contractor's men if their conduct or efficiency are found to be unacceptable. The decision of the NIBSCOM or his authorized representative in this matter shall be final. The contractor shall provide identity cards to his workers once they are allowed to be engaged for NIBSCOM.

- (v) Without the prior approval of the NIBSCOM, the contractor shall not engage any person for any job within the Institute premises. In this case the Contractor decides to change one or more of his employees, this shall be brought to the notice of the NIBSCOM, and got approved before such substitution is given effect to.
- (vi) The Contractor's employee shall not loiter in the Institute premises and also not normally move out of their specified areas.
- (vii) The Contractor's employee shall not indulge in entertaining their guests/outside in the institute's premises.
- (viii) The Institute will not be responsible for salaries/wages etc. payable by Contractor to his employees and they will not be treated as Institute's employees. However, the proof of payment to his workers employed against this contract will be made available to Institute every month.
- (ix) Contractor shall not undertake any alteration/addition in the premises provided by the NIBSCOM.
- (x) Contractor shall not take out any material/equipment out of NIBSCOM's premises without prior approval of NIBSCOM or its Authorised Representative. Even in case of taking out any equipment for repairs, whether belonging to the Contractor or provided by the NIBSCOM, prior approval from the NIBSCOM or his Authorised Representative would be necessary.
- (xi) The Contractor shall arrange at his sole cost and responsibility police verification of the personnel employed for services to be provided as per this contract.

1.03.6 INTIMATION TO CONTRACTOR REGARDING URGENT REQUIREMENTS :

The NIBSCOM shall inform the Contractor about its requirement at least twenty four hours in advance for the already planned courses and in urgent and exceptional cases, two hours in advance.

1.04 AWARD OF CONTRACT

- (i) Once the NIBSCOM has arrived at a decision, it will issue a written notice of award to the successful bidder. Thereafter, the Contractor will be required to execute a formal 'Agreement for commencement of the work'. Failure of the successful tenderer to sign the Agreement within 15 (fifteen) days of the issue of the said Notice of Award shall be a just cause for the annulment of the award of the contract and in the event of such an annulment; the EMD of the successful tenderer shall be forfeited by the NIBSCOM.
- (ii) The successful bidder will commence the work within one week after issue of the Letter of Award & formal agreement.
- (iii) On award of contract, the EMD of the Contractor will be converted into initial security deposit. The Contractor will have to keep a security deposit of 10% (Ten percent) of the total annual contract amount or Rs.2,00000(Whichever is lower) till the validity of contract, out of which EMD of Rs.10,000/- (Rupees Ten thousand only) will be taken as initial security deposit. Balance amount of security deposit may either be

deposited by the Contractor before he starts work otherwise it will be recovered from progressive bills at the rate of 10% (ten percent) of the amount of progressive bills till the entire amount of security deposit is created.

- (iv) If it is so required by the Contractor, payments may be made quarterly/monthly subject to satisfactory running of maintenance contract and operational services during the period concerned. Appropriation @ 10% (ten percent) shall be made from the gross value of each progressive/running bill for the purpose of security deposit wherever applicable.
- (v) All payments made will be subject to TDS as per Income Tax Rules applicable.

1.05 GENERAL CONDITIONS OF CONTRACT

- (i) Before submitting the tender, the tenderer is advised to visit the site and make himself thoroughly acquainted with the work to be executed at the site and nature and scope of his work. Location of site, transport arrangement (to be made by Contractor at its own) and other aspects be inspected before-hand. The Contractor shall not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of work or which in the opinion of the NIBSCOM might be deemed to have reasonably being inferred to be so existing before the commencement of work.
- (ii) For the purpose of proper, adequate and thorough assessment of the work required to be done if any may be obtained by visiting site and on the spot verification and inspection it will be facilitated by the NIBSCOM.
- (iii) The tenderer should indicate in the Bid, the name and designation of the authorized representative who has the authority to negotiate, settle and accept the order at the time of its opening. Copy of the Power of Attorney(if any) in this regard shall be submitted by the Bidder along with documents of **Part-I**.
- (iv) The price quoted in the Financial bid shall be valid for acceptance for a period of 3 (three) months from the date of opening of the Bids.
- (v) The NIBSCOM has an obligation to make payments as stipulated in the tender documents subject to rendering of satisfactory services.
- (vi) Compliance with various Labour Laws and other Laws of the land like Minimum Wages, PF, ESI, Contract Labour etc, shall be the responsibilities of contractor.
- (vii) The contractor shall be liable to comply with all rules and regulations in respect of all the labour laws and statutory requirements including safety regulations which are in vogue or will become applicable in future.
- (viii) The contractor shall accept and bear full and exclusive liability for the payment of any or all taxes etc., now in force or thereafter imposed, modified and/or revised from time to time by the Central or State Government or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons employed by the Contractor.
- (ix) The contractor shall fully comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions,

Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, C.L. (R&A) Act, Essential Commodities Act, Migrant Labour Act, Contract Labour (Regulation and Abolition) Act, 1970 and/or such other Acts or Laws, regulations passed by the Central, State, Municipal and Local Government Agency or authority, including T.D.S. as per I.T. Act, applicable from time to time.

- (x) The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions/obligations. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.
- (xi) The contractor shall bind himself/executors or administrators and shall indemnify and hold the NIBSCOM harmless, in respect of this contract, including all of its claims, damages proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the NIBSCOM or any of its members, officers, employees and due to reasons or consequent upon any breach or default on the part of the contractor in respect of violation of any other provisions of Law/Act/Rules or regulations having the force of a law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employed/engaged by the contractor/sub-contractor in connection with this contract. Such indemnity bond has to be furnished/executed on a non-judicial stamp paper worth Rs.100.00. The cost of such stamp paper shall be borne by the Contractor.
- (xii) The contractor shall be responsible for all the claims of his employee and the employees of the contractor shall not make any claim whatsoever against the NIBSCOM.
- (xiii) The contractor shall obtain necessary license, if required from the Licensing Authority under the Contract Labour (R&A) Act and Central Rules framed thereunder and produce the same before the commencement of the contract. The Contractor shall also comply with all the obligations under the said Act/Rules as well as other applicable laws, State as well as Central Laws.
- (xiv) The contractor shall be required to employ/engage only that many number of employees/workers as may be specially authorized by the NIBSCOM from time to time and shall maintain a complete record of such employees/workers with regard to their name/address/qualification/experience and other pertinent details. The NIBSCOM shall have absolute right to test, interview, otherwise assess or determine the quality of such employees/workers with regard to capability etc. so as to ensure that such employees/workers are competent, qualified or otherwise suitable for efficiently and safely performing the work covered by the contract. Any employee/worker rejected/not authorised by the NIBSCOM shall not be covered by the Contract.
- (xv) The Contractor shall engage fully trained and adequately experienced Manpower, who are medically fit. They should be free from all infectious diseases. The Contractor shall get his employees medically examined once in 6 months and obtain fitness certificates or as instructed by the NIBSCOM.

- (xvi) The contractor shall obtain adequate insurance policy in respect of his workmen to be engaged for the work towards meeting the liability of compensation arising out of death/injury/disablement at work etc.
- (xvii) No cutting or over writing will be allowed in Financial bid. Any Financial bid with overwriting or cutting(Without Proper authentication) will be disqualified.
- (xviii) Please do not attach any type of other calculation sheet along with Financial bid format. In case it is submitted it will not be considered and NIBSCOM reserves right to reject such Financial Bids without assigning any reason.
- (xix) Payments in respect of Minimum wages, PF, ESI, Bonus etc. or any such other statutory payment shall be made by the contractor and necessary documentary evidence of such payments shall be submitted to NIBSCOM alongwith the monthly Bill/invoice and ECR failing which no payment of such bills will be made
- (xx) The Financial Bid submitted less than the minimum wages as mentioned in the Financial bid table(Para B) will be rejected and it will not be considered while finalizing L1 contractor. NIBSCOM reserves the right to reject such Financial bids without assigning any reason.
- (xxi) Financial bid submitted in format other than the format given in the tender document will not be considered and will be rejected. NIBSCOM reserves the right to reject such Financial bids without assigning any reason.
- (xxii) The authorized signatory must sign on both the pages of Financial bid with company seal.

1.06 SPECIAL CONDITIONS OF CONTRACT

- (i) For the full, proper and continuous supervision of the works under the contract, the Contractor shall depute and mobilize the necessary number of qualified and experienced technical staff and equipment for Working/testing etc. at site with the prior approval of the NIBSCOM.
- (ii) If any property/asset/equipment is damaged during the process of its operation, maintenance, repair due to a cause which is attributable to the Contractor, the same shall be made good by the Contractor at his own cost, to the satisfaction of the NIBSCOM.
- (iii) The Contractor shall keep the NIBSCOM saved harmless and indemnify against claims, if any, of the workman, technical staff engaged by Contractor and all costs and expenses as may be incurred by the NIBSCOM in connection with any claim that may be made by such workmen/technical staff.
- (iv) The Contractor shall on the request/instructions of the NIBSCOM immediately remove from site any person (s) employed thereon by him, who may in the opinion of the NIBSCOM be found unsuitable or incompetent or who may be involved in misconduct. Such discharges shall not be the basis of any claim for compensation or damages against the NIBSCOM.

1.07 INSPECTION AND TESTING BY THE NIBSCOM AND PENALTIES AND LIABILITIES FOR DAMAGES

The NIBSCOM shall be entitled at all times to inspect and/or test by itself or through any of his representatives or an independent agency the premises served by the contractor and cleaning materials, disinfectants etc. used for the purposes of this contract. If any material, item or component intended to be used for the work is found to be unsatisfactory (in which matter the decision of the NIBSCOM or its authorized representative shall be final) the contractor shall replace such material.

The contractor shall be liable to make good the loss or damage caused to NIBSCOM's premises, equipment, furniture etc. In addition to this, in case the contractor fails in his contractual obligations at any time for any reasons whatsoever including his own labour problem, he shall be liable for penalty to the extent of 10% (ten percent) of the contract value(Monthly) or as the NIBSCOM deems fit as well as to compensate for the excess expenditure incurred by the NIBSCOM, by way of providing Man-Power services from any other source, which will be done at the cost, risk, expenses and responsibility of the contractor. The above will be without any prejudice to any other action, which the NIBSCOM may take. If particular work is not performed at time than the proportionate amount (according to the payment terms) will be deducted from the next immediate bill of the month.

For all instances of delay in service within the specified time, deploying minimum stipulated manpower which is likely to result in incomplete/inefficient performance of the assigned tasks or for any omission or commission in consistent with the terms and conditions of the contract, the contractor shall be liable to pay a minimum amount of Rs.1000/- or as decided by the NIBSCOM for every such occurrence/instance.

1.08 ASSIGNMENT AND SUBLETTING

The Contractor shall not without the written consent of the NIBSCOM assign this contract or sub-let a portion of this contract to any third party.

1.09 PERIOD OF CONTRACT

The period of contract shall be for two year and extendable by another one year at the sole discretion of NIBSCOM. The contract could also be renewed for a fraction/part of the year provided the services are found to be satisfactory.

The contract shall be in force for the period stipulated in the contract, and only on expiry thereof, it shall be deemed to have been terminated automatically unless otherwise extorted by NIBSCOM & intimated in writing. Further, the contractor shall not have any right, either contractual or equitable, to demand any fresh contract for another term or to continue the same in preference to any other intending party. The contractor shall have no right to sublet the entire work or any portion of the work under any circumstances.

1.10 TERMINATION OF THE CONTRACT BY THE NIBSCOM

The NIBSCOM shall have full rights to terminate or rescind the contract if the Contractor makes default in any one or more of the following respects

- (i) if he without reasonable cause wholly suspends the carrying out of the works before completion thereof, and continues to do so after a written notice of seven days from the NIBSCOM, or
- (ii) if he fails to proceed regularly and diligently with the works, and continues to do so after a written notice of seven days from the NIBSCOM, or
- (iii) if he refuses or persistently neglects to comply with the written notice of seven days arranged to be served upon him by the NIBSCOM, or
- (iv) If he assigns, transfers or attempts to assign, transfer or sublets the works or any portion thereof without the prior written permission of the NIBSCOM.

Upon termination of the contract, the NIBSCOM shall be entitled, at the risk and expenses of the contractor, to carry on the services for the balance period of the contract as contemplated in the scope of work through an independent agency and to recover the amount thus incurred from the contractor in addition to any other amounts, compensation and damage that the NIBSCOM is entitled to in terms of the relevant clauses of the existing contract. The difference between the amounts of running the services under the contract and the amount actually incurred by the NIBSCOM for the completion of the entire services for the balance period of the contract and in the event of the latter being in excess of the former, the NIBSCOM shall be entitled, without prejudice to any other mode of recovery available to the NIBSCOM, to recover the excess from the security deposit or any money which is due to the contractor.

1.11 ARBITRATION IN CASE OF DISPUTE

- (i) All dispute and differences of any kind whatsoever arising out of or in connection with the Contractor carrying out the works (whether during progress of the works or after their completion and whether before or after the determination, abandonment or breach of contract) shall be referred to and settled by the Director, NIBSCOM, who shall state his decision in writing.
- (ii) If the Contractor is dissatisfied with the decision on any matter, question or dispute, he may within 14 days after receiving such decision give a written notice to the Director, NIBSCOM requiring such matters to be arbitrated upon. Such written notice shall specify the matters which are in dispute, and none others shall be arbitrated upon; and such matters shall be referred to the arbitration of an Arbitrator who shall be appointed by the Director, NIBSCOM.
- (iii) This contract shall be governed by Indian Laws for the time being in force.
- (iv) Any legal proceedings related to this contract shall be limited to Courts of Law under the jurisdiction of Gautam Budh Nagar District Court at NOIDA-UP.

1.12 SECRECY – CARE AND DILIGENCE

The Contractor shall exercise reasonable care and diligence in the discharge of the services agreed to be performed by him. If in the performance of the services,

the Contractor has discretion exercisable as between the NIBSCOM and any other concerned party; the Contractor shall exercise his discretion fairly.

1.13 ENTIRETY OF AGREEMENT

This agreement contains the entire terms and conditions to be agreed upon by the parties hereto with respect to the award of the contract and all previous understanding, agreements and communications relative hereto are superseded unless otherwise incorporated therein. This Volume duly signed by the tenderer will form a part of the tender document and will be submitted along with the Technical Bid.

**For & on behalf of National Institute of Banking
Studies and Corporate Management**

Director

NIBSCOM

VOLUME II

TECHNICAL BID

**NATIONAL INSTITUTE OF BANKING STUDIES
AND CORPORATE MANAGEMENT
PLOT NO.A-30, SECTOR 62,
NOIDA – 201 307
U.P.**

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TECHNICAL BID

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2.01 Three years Balance Sheet and Profit & Loss Account.

Individuals, Proprietary Firms, Partnership Firms as well as companies who are participating are required to enclose three years audited Balance Sheet and Profit & Loss Account(FY 14-15,15-16,16-17) complete in all respects i.e. along with audit reports.

2.02 Income Tax Return.

Photocopy of the valid Income Tax return(FY 14-15,15-16,16-17) self attested will be furnished by every Bidder. The tender will be rejected in the absence of Income Tax return.

2.03 Earnest Money Deposit.

The Earnest Money Deposit of Rs.10000/- is to be enclosed along with the Technical Bid. The Earnest Money should be in the form of Draft/Pay Order drawn payable at Noida/New Delhi favouring **‘National Institute of Banking Studies and Corporate Management’ duly crossed** ‘Account Payee’. Draft/Pay Order should be got issued from a Public Sector Bank. Particulars of the Draft/Pay Order may be furnished below:(DD must be valid for 2 months from the date of submission of tender)

- 1. Draft/Pay Order No.
- 2. Date
- 3. Name of the Issuing Bank
- 4. Drawn on

2.04 If this contract requires a license, are you in possession of the same?
Yes/No/Not Applicable
If Yes, Furnish particulars of the licence and attach a copy of the same.

2.05 DEVIATIONS.

List out areas where the contractor will not be able to provide services/maintenance as per the specification & terms and conditions laid down under para 1 (Scope of Work) of Volume I of this contract.

- (i) _____
- (ii) _____

(Enclose a separate sheet as annexure if this space is found inadequate)

I/We hereby declare that the information submitted above is true and correct to the best of my knowledge & nothing material has been suppressed or concealed. I/we fully understand that I/we will be liable for all damages if such a concealment/suppression is likely to affect the interest of the NIBSCOM. Further I/we have gone through the scope of work detailed in Volume I of this Contract Document and I/we hereby undertake to provide maintenance and operational services in conformity with the specifications and service conditions so described except for the deviations listed in para 2.06 above.

SIGNATURE _____
NAME OF THE BIDDER _____
ADDRESS _____

DATE

SEAL

FINANCIAL STATUS OF BIDDERS

2. Quantum of business done during the last three financial years:

(i) Rs.

(ii) Rs.

(iii) Rs.

Please enclose audited profit and loss account and balance sheets for the last three years (Indicate no. of sheets).

(Signature of Bidder with Stamp)

Note: All the documents should be duly certified by auditors/chartered accountant, as may be applicable.

2.01 Details of similar nature of work executed in the past along with copies of Certificates*

S.No.	Name of the organization	Address/ Telephone No.	Value of Contract	Year of award of contract	Duration of contract	Whether completed/ incomplete

- The tenderer may use if so required, separate sheet of paper(s) to furnish the particulars in the order demanded above and these sheets may be enclosed with the Technical Bid.
- Similarly copies of the Certificates be enclosed with the technical Bid as attachments.

(Signature of Bidder with Stamp)

Note : Please enclose the certificates from the clients, if any.

DETAILS OF AREA FOR CATERING SERVICES

1. Name of the premises: National Institute of Banking
Studies and Corporate
Management
Noida – 201 307
2. Address of the premises: Plot No.A-30, Sector 62,
Institutional Area
Noida – 201 307
U.P.
3. Phone No.: 0120-2975208/09, 2975204/05, 2975230/31
4. Mail id: nibscom@nibscom.in

Minimum Eligibility Criteria:

- I. The entity should be registered with GST Department & should have a valid GSTIN.
- II. The entity should have PAN No. against their name.
- III. The entity must have Provident Fund Account No. in their name.
- IV. The entity must be registered for deployment of manpower services under relevant act.
- V. The entity must have ESI No. in their name.
- VI. The entity must mark serial page number of their technical documents and put their authorized signature on each page.
- VII. The firm should have an office in Delhi/NCR.
- VIII. The entity should be in this business for at least Five years. The entity must enclose the work completion certificate in concerned service only in support of experience failing to this the bid will be rejected summarily. The turnover of the firm during last each three financial years should be not less than Rs.50 Lakhs. If the turnover is less than 50 lacs in any of these three years than the bid will be summarily rejected.
- IX. The entity should not be blacklisted by any Govt Department/State/Ministry of the Government of India or any PSU or any other reputed organization.

(Note: Bidder are advised to enclose the documentary evidence of the above Minimum eligibility criteria with tender documents failing to this the bid will be rejected. Bidders not complying the Minimum eligibility criteria do not apply for tendering))

Manpower Requirement Details

S.No.	Manpower Type	No.	Scope of Work.
1	Labourer (Garden) (Unskilled)	2	All activities related to plantation & looking after a garden i.e (Cutting a lawn ,flower pounding, indoor & outdoor gardening, clearing the dust like leaves etc.) can be used in other activities according to the need of the Institute as & when required.
2	Data Entry Operator (Skilled)	3	Enters, updates and verifies data into various systems for use by all personnel.Reviews and verifies data entered into database to ensure accuracy.Tracks documents received and completion dates. & other activities as per the need of the Institute.
3	Attendant (Unskilled)	1	Help in Running of the daily administrative operations of the Institute & & other activities as per the need of the Institute.
4	Carpentry attendant (Unskilled)	1	Prepare drawings for cabinetry Build cabinets Install cabinets, counters and molding Frame room additions as needed for Institute & all activities related to Carpenter job as & when required.Arranging & moving goods required to perform the job
5	Plumbing attendant (Unskilled)	1	Assemble pipe sections, tubing and fittings, using couplings, clamps, screws, bolts, cement, plastic solvent,caulking, or soldering, brazing and welding equipment. 2) Fill pipes or plumbing fixtures with water or air and observe pressure gauges to detect and locate leaks all activities related to Plumber job as & when required. Arranging & moving goods required to perform the job
	Total Manpower Required	8	

NIBSCOM

VOLUME III

FINANCIAL BID

**NATIONAL INSTITUTE OF BANKING STUDIES
AND CORPORATE MANAGEMENT
PLOT NO.A-30, SECTOR 62,
NOIDA – 201 307
U.P.**

PROFORMA FOR FINANCIAL BID

A. Name & Address of of the entity: _____

B. Please note that :

MINIMUM WAGES TABLE (To be considered for calculating the Bid)

S. No.	Designation	Number of Manpower Required	Minimum wages Rate/day (As prescribed by the Govt for Noida "A")	Minimum wages to be paid to personnel for 26 days)
1	Labourer (Garden) (Unskilled)	2	Rs.553.00 (Rs.523 + Rs.30)	Rs 28756/-
2	Data Entry Operator (Skilled)	3	Rs. 673.00 (Rs. 637+Rs.36)	Rs 52494/-
3	Attendant (Unskilled)	1	Rs.553.00 (Rs.523 + Rs.30)	Rs 28756/-
4	(Carpentry attendant) Un skilled	1	Rs.553.00 (Rs.523 + Rs.30)	Rs 14378/-
5	Plumbing attendant (Unskilled)	1	Rs.553.00 (Rs.523 + Rs.30)	Rs 14378/-
	Total Manpower Required	8		

1. Figure may be written in words as well as in figures, in case of any discrepancy between figures and words, the amount written in words will be taken for consideration.
2. No cutting or over writing will be allowed. Any Financial bid with overwriting or cutting(without proper authentication) will be disqualified.
3. Please do not attach any type of other calculation sheet along with this format. In case it is submitted it will not be considered and NIBSCOM reserves right to reject such Financial Bids without assigning any reason.
4. Payments in respect of Minimum wages, PF, ESI, Bonus etc. or any such other statutory payment shall be made by the contractor and necessary documentary evidence of such payments shall be submitted to NIBSCOM alongwith the monthly Bill/invoice and ECR failing which no payment of such bills will be made
5. The Financial Bid submitted less than the minimum wages as mentioned in the above table will be rejected and it will not be considered while finalizing L1 contractor. NIBSCOM reserves right to reject such Financial Bids without assigning any reason.
6. Financial bid submitted in format other than the format given in the tender document will not be considered and may be rejected. NIBSCOM reserves right to reject such Financial Bids without assigning any reason.
7. The authorized signatory must sign on both the pages of Financial bid with company seal.

Contd on Page 2/-..

I/We wish to submit our Financial bid for “THE MANPOWER SERVICE CONTRACT” on the following rates

S. No	Particulars	Per Month
1.	Monthly consolidated rate offered for The ENTIRE MANPOWER SERVICES CONTRACT(as mentioned above in Para B) in NIBSCOM (Including Minimum wages, PF, ESI,Bonus etc. and cost of material etc. to be used)	Rs. _____ (excluding GST) (Rupees _____ _____ _____ _____)

Yours faithfully,

(Signature of Authorized Person)

Place: _____

Date : _____

Name _____

Designation _____

Business Address: _____

Seal _____

Witness with signature

Name & Address _____

Name & Address _____