

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 **“Security Services”**, for premises of NIBSCOM, situated at A-30, Sector 62, Institutional Area, NOIDA (UP).

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

# **BID DOCUMENTS**

**FOR SECURITY 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 – 201307 (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 & Sundays).
- (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.
- (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 with whom worked.
- (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 in a larger sealed envelope marked "**Tender for Security 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 NIBSCOM.
- (iv) Should the successful tenderer fail to enter into an agreement or 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 if shall not bear any interest.

### **1.03 SCOPE OF WORK FOR SECURITY SERVICE CONTRACT.**

- (i) The Minimum Eligibility Criteria of jobs to be carried out are listed at **Annexure – E**.
- (ii) The Security Services requirement is detailed at **Annexure – F**. The Security Services shall be carried out as per the requirement of NIBSCOM. All the jobs are to be carried out by professional / experienced persons who are well versed in such jobs.
- (iii) Security Service provider must ensure capability of his personnel for performance of duties. Exacting standards would be demanded as per guidelines laid down for deployment.
- (iv) Details of premises where the Security services are to be executed are attached as **Annexure – C** to this Bid. Bidders are advised to visit the premises/NIBSCOM, which shall enable them to know the overall job.

#### **1.03.1 TIMINGS:**

The guards shall perform duties in shifts of 8 hours each excluding lunch/Dinner break. It is also to be ensured that no single guard remains on duty for more than continuous 10 hrs in any case.

#### **1.03.2 GENERAL TERMS AND CONDITIONS :**

- 1) Security Services shall be carried out by the contractor as per terms and the conditions of the contract.
- 2) The contractor shall engage well trained Security Personnel to fulfill the job under contract. The Security Personnel deployed at NIBSCOM should be dressed in neat uniforms and suitable shoes (uniforms, pant, shirt, shoes, cap, gloves etc) and other equipments like torch, lathis etc. Contractor shall ensure that none of his employees are without the proper uniform while on duty.
- 3) Efficiency, promptness, quality service, good behavior and politeness of the workers, are the essence of the contract.
- 4) On award of the contract, the Contractor shall furnish the category-wise details of his personnel, as per Annexure – D, for approval of NIBSCOM before they are brought into the Institute premises for providing various services. NIBSCOM or authorized representative reserves the right to refuse admission to one or more of the Contractor's Security Personnel, if their conduct or efficiency are found to be unacceptable. The decision of NIBSCOM or 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.
- 5) The broad structure of Security requirement is detailed at Annexure–D.
- 6) Contractor shall employ and post experienced and qualified Supervisors for proper supervision, coordination and monitoring the work in the premises in each shift. He shall be provided with a Cell Phone and will be accessible 24 hours.

- 7) The contractor has to bear the cost of all the stationery, telephone, etc. required for proper execution and maintenance of record for the work. If found using NIBSCOM's material, NIBSCOM may recover an appropriate amount from the contractor's bills.
- 8) Without the prior approval of NIBSCOM, the contractor shall not engage any person for any job within the Institute premises. In case the Contractor decides to change one or more of his employees, this shall be brought to the notice of NIBSCOM, and got approved before such substitution is given effect to.
- 9) The Security Personnel shall not loiter in the Institute premises and also not normally move out of their specified areas unless so desired by the Institute.
- 10) The Contractor's employee(s) shall not indulge in entertaining their guests/outside in the institute's premises.
- 11) Daily attendance shall be filled in the guards attendance register. This shall be the responsibility of the senior most guard / supervisor deployed by the security agency and shall be nominated by it under information to NIBSCOM. Officials from the service provider shall carry out daily checks on the attendance, alertness and standard of training and morale of the personnel deployed at NIBSCOM premises.
- 12) The Contractor is required to submit duly signed attendance report (in the form of attendance register) daily for all the shifts.
- 13) Agency staff at site shall be checked minimum twice a week at night between midnight and 4 a.m by staff of the agency. Record to this effect must be maintained in the guard books at the site.
- 14) In addition, the entire guard force must be turned out for dress and drill check and parade every day time for a period of 5-15 minutes before the beginning of shift.
- 15) Any loss or damage to NIBSCOM equipment and instruments under charge of agency staff for guarding and security shall be investigated by the agency and specialized staff on its rolls or so requisitioned by it.
- 16) Investigations shall also be carried out by NIBSCOM independently as regards such losses or damages.
- 17) In case the loss is proved to have resulted due to negligence, commission or omission of any act by the agency staff, the agency shall be required to make good the value of such a loss. This value shall be determined by an independent agency or manufacturer of such equipment. NIBSCOM shall provide such details to the agency for this purpose.
- 18) Contractor shall not take out any material/equipment out of NIBSCOM's premises without prior approval of NIBSCOM or its Authorised Representative. In case, some equipment/material is required to be shifted/moved out of the premises, whether belonging to the Contractor or provided by NIBSCOM, prior approval from NIBSCOM or his Authorised Representative would be necessary.
- 19) It shall be contractor's responsibility to attend to other security related requirements in time as and when the need arises. Extra payment (if any) will be made for working extra as directed by the NIBSCOM at odd hours / emergency requirements shall be made as per norms of payment keeping in view time and conditions under which services have been rendered.



- 20) The Contractor should verify and submit the certificate of Police verification of the Security Personnel to be deployed at NIBSCOM at his own cost. The Agency should also make adequate enquiries about the character and antecedents of the Security Personnel to be deployed at NIBSCOM at their own level. The Contractor will have to provide attested documentary proofs of identity, bank account details, previous work experience, proof of residence and recent photograph to NIBSCOM.
- 21) The Contractor will also ensure that the Security Personnel deployed are medically & physically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw such Security Personnel who is not found suitable by NIBSCOM for any reason whatsoever, immediately on receipt of such a request.
- 22) The Contractor 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.
- 23) The Contractor's personnel deployed at the Institute should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of NIBSCOM office. The Contractor shall be responsible for any act of indiscipline on the part of personnel deployed by him.
- 24) If under some circumstance, NIBSCOM requires the Contractor to dismiss or remove the deployed personnel on account of incompetence or misconduct, the Contractor shall forthwith comply with such requirements.
- 25) The Contractor shall immediately replace its personnel, if found unacceptable on account of security risk, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 26) 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 Contractors.
- 27) The Contractor'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 which are of confidential/secret nature that can attract legal action.
- 28) 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.
- 29) The personnel deployed by the Contractor shall not claim any benefit/ compensation/ absorption/ regularization of services in NIBSCOM under the provision of Industrial Disputes Act, 1947 of Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the personnel to this effect will be required to be submitted by the Contractor to this office for each personnel deployed.
- 30) The personnel deployed shall not claim any Employer/Employee relationship against NIBSCOM
- 31) The Contractor shall ensure proper conduct of Security Personnel deployed in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, other tobacco products and loitering without work.

- 32) Depending upon the requirement, the Contractor may have to deploy additional Security Personnel from time to time which will be suitably compensated. The personnel such deployed should be employees of the Contractor and it shall be the duty of the Contractor to pay their salary in accordance with their work contract. As stated above, such engaged Security Personnel shall not claim any Employer-Employee relationship against NIBSCOM.
- 33) The contractor should ensure payment of Minimum wages as applicable to Noida (Area A) to the deployed personnel at the rates as mentioned under Minimum wages Act, prescribed by Government from time to time. The Contractor shall ensure that all statutory compliance (PF, ESI, Bonus etc.) in respect of their deployed staffs are paid to the proper authority as per law for the time being in force .Any breach of such act shall make him liable for termination of the contract and the same would be dealt accordingly.
- 34) The contractor shall also ensure disbursement of wages to their workmen by cheque/Bank transfer on or before 7<sup>th</sup> of every month. The contractor shall also comply with various other labour laws provision such as PF, ESIC, Bonus, Gratuity etc. The contractor must have their own ESIC & EPF code, which is mandatory. However, service charge finalized through Tender shall remain fixed throughout the currency of the contract.
- 35) Contractor will ensure that all his employees are suitably trained in Safety Management Programme and handling of equipment including Fire Fighting at NIBSCOM's premises. In addition proper procedures, practices and regular inspection of the work areas, materials, equipment, and information will be ensured and training will be imparted as necessary for safe work performance.
- 36) The contractor shall provide an emergency telephone number for normal and out of hour's operations with a maximum of 1/2 hour response time during any emergencies.
- 37) The Contractor will submit the bill in triplicate in the 1<sup>st</sup> week of following month for payment. The payment will be made on pro-rata basis i.e the amount after necessary deductions (if any) in terms of non-permissible absenteeism of the Security Personnel and on account of penalties imposed by the office as per the contract terms.
- 38) The Contractor shall provide a substitute well in advance if there is any probability of the Security Personnel deployed leaving the job due to his/her own personal reasons or otherwise. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Contractor.
- 39) If for any reason the personnel deployed by the Contractor proceeds on leave, 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 tentative number of days for which he/she will be absent. The Contractor shall provide for a substitute when the absence exceeds 2 days or even earlier, if situation so

warrants. Any laxity in the matter shall invite a penalty of Rs.1000/- per incidence subject to maximum of 10% of contract value apart from deduction of salary on pro rata basis.

- 40) Payments to the Contractor shall be made only after completing the due diligence which includes statutory compliances on the part of the Contractor.
- 41) The Contractor shall be contactable at all times and message(s) sent by E-mail/Special Messenger/Phone from NIBSCOM to the Contractor shall be acknowledged immediately on receipt on the same day. The contractor will ensure every day that the number of Security Personnel deployed are strictly as per contract.
- 42) NIBSCOM reserves the right to cancel the contract by giving one month's notice at any stage without assigning any reason whatsoever.
- 43) The agreement can be terminated by agency by giving Three month's notice in advance. If the agency fails to give Three month's notice in writing for termination of the Agreement then amount equivalent to one month of contract amount payable etc. and any amount due to the agency from NIBSCOM shall be forfeited.
- 44) 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.
- 45) All disputes arising out the contract shall be referred to a sole arbitrator to be appointed by the Director, NIBSCOM as per clause 1.11.
- 46) The award of the arbitrator so appointed shall be final and binding on both 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.
- 47) 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 contained to the contrary in the contract document, expressed or implied, the contractor shall be and remain at all times exclusively responsible to provide all security related services that are needed to ensure that the contractual obligations are fulfilled by the contractor.

### **1.03.4 INTIMATION TO CONTRACTOR REGARDING URGENT REQUIREMENTS :**

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 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 NIBSCOM.
- (ii) The successful bidder will commence the work within one week of issue of the Letter of Award & formal signing of 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 or Rs.2,00,000/- (whichever is lower) amount 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 or it will be deducted from progressive bills at the rate of 10% (ten percent) of each bill of progressive bills till the full amount of security deposit is created.
- (iv) Bills should be submitted on monthly basis after giving proper evidence of completion of all statutory compliance (PF, ESI, and Bonus) subject to satisfactory running of security contract 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 the 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 NIBSCOM might be deemed to have reasonably being inferred to be so existing before the commencement of work.
- (ii) The availability of security personnel as prescribed by NIBSCOM must be ensured (Annexure-F) must 24\*7. The deployment of security staff pertaining to number of guard in each shift will be at sole discretion of NIBSCOM from number of person as per (**Annexure-F**).
- (iii) A proper roster shall be maintained and prominently displayed by the Service Provider.

- (iv) 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 NIBSCOM.
- (v) 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**.
- (vi) The rate 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.
- (vii) NIBSCOM has an obligation to make payments as stipulated in the tender documents subject to rendering of satisfactory services.
- (viii) Compliance with various Labour Laws and other Laws of the land like Minimum Wages as applicable to Noida(Area A) notified by Government. PF, ESI, Contract Labour etc, shall be the responsibilities of contractor.
- (ix) 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.
- (x) The contractor shall accept and bear full and exclusive liability for the payment of all taxes etc., as applicable 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.
- (xi) 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.
- (xii) The contractor shall not pay to his employees less than the minimum wages as applicable to Noida(Area A) notified by Government.
- (xiii) 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 records pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.
- (xiv) The contractor shall bind himself/executors or administrators and shall indemnify and hold NIBSCOM indemnified, including against all claims, damages proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against NIBSCOM or any of its members, officers, employees due to reasons or consequent upon any breach or default on the part of the contractor in respect of violation of any of the provisions of Law/Act/Rules or regulations having the force of a law or due to any award or 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.
- (xv) 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 NIBSCOM.
  - (xvi) The contractor shall obtain necessary license, if any 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.
  - (xvii) The contractor shall be required to employ/engage as many number of employees/workers as may be specially authorized by 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. 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 NIBSCOM shall not be covered by allowed to work at NIBSCOM.
  - (xviii) The Contractor shall engage fully trained and adequately experienced Security Personnel, 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 NIBSCOM.
  - (xix) 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.
  - (xx) 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.
  - (xxi) 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 right to reject such Financial Bids without assigning any reason.
  - (xxii) Financial bid submitted in format other than the format given in the tender document will not be considered and will be rejected. NIBSCOM

reserves right to reject such Financial Bids without assigning any reason.

- (xxiii) The authorized signatory must sign on both the pages of Financial bid with company seal.
- (xxiv) 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.
  - a. Personal injury - Rs.1.00 lacs
  - b. Property Damage - Rs.1.00 lacs

The contractor shall also be required to obtain workmen compensation policy for an amount of at least Rs. 1.0 Lac per employee and covering all the staff during the contract period deployed at the site.

#### **1.06 SPECIAL CONDITIONS OF CONTRACT**

- (i) The Contractor shall immediately on occurrence of an accident at or about the Site or in connection with the execution of the work report such accident to the NIBSCOM's Official. The Contractor shall also report such accident immediately to the competent authority whenever such report is required to be lodged by law & take appropriate actions thereof.
- (ii) The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his Security Personnel/Supervisors and for the preservation of peace and protection of persons and property in NIBSCOM and the immediate neighborhood but the however, Contractor shall not interfere with members of any authorized Police Force who shall have free access at all times to NIBSCOM premises in relation to their duties.
- (iii) If, for any reason, the NIBSCOM is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or reenactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the NIBSCOM shall be entitled to recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the NIBSCOM under the said Act. The NIBSCOM shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the NIBSCOM to the Contractor under this Contract or otherwise. The NIBSCOM shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the NIBSCOM full security to the satisfaction of the NIBSCOM for all costs for which the NIBSCOM might become liable in consequence of contesting such claim.

- (iv) 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 NIBSCOM.
- (v) 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 NIBSCOM.
- (vi) The Contractor shall keep NIBSCOM indemnified and indemnify against claims, if any, of the workman, technical staff engaged by Contractor and all costs and expenses as may be incurred by NIBSCOM in connection with any claim that may be made by such workmen/technical staff.
- (vii) The Contractor shall on the request/instructions of NIBSCOM immediately remove from site any person (s) employed thereon by him, who may in the opinion of NIBSCOM are 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 NIBSCOM. Decision of NIBSCOM in this matter shall be final.
- (viii) The security agency shall ensure availability of fidelity insurance cover for each individual deployed; documentation to this effect has to be submitted by the security agency in advance to NIBSCOM. Security Agency shall be held directly responsible for assuring that such fidelity cover is upto-date and provide the necessary documentation to NIBSCOM to this effect.
- (ix) Duties of the Guards deployed at the premises should be rotated once in six month period. However, there shall be no restriction on re-deployment of a guard at the premises after a month's gap once in six months.

#### **1.07 INSPECTION AND SUPERVISION BY NIBSCOM AND PENALTIES AND LIABILITIES FOR DAMAGES**

The contractor shall be liable to make good the loss or damage caused to NIBSCOM's premises, equipment, furniture etc while discharging Security Services other than normal wear and tear. 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 NIBSCOM deems fit as well as to compensate for the excess expenditure incurred by NIBSCOM, by way of providing security 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 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 bill. For all instances of delay in service within the specified time, deploying minimum stipulated Security Personnel 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 more as decided by NIBSCOM, for every such occurrence/instance.

#### **1.08 ASSIGNMENT AND SUBLETTING**

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

#### **1.09 PERIOD OF CONTRACT**

The period of contract shall be for two years which shall be 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 terminated 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.

Rates quoted by the bidder will be firm during the period of the contract.

#### **1.10 TERMINATION OF THE CONTRACT BY NIBSCOM**

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 suspends the carrying out of the services under contract, and continues to do so after a written notice of seven days from 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 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 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 NIBSCOM.

Upon termination of the contract, 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 any other contractor/agency and to recover the amount thus incurred from the contractor in addition to any other amounts, compensation and damage that 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 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, NIBSCOM shall be entitled, without prejudice to any other mode of recovery available to 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 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 sole 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 discharge of the services agreed to be performed by him. If in the performance of the services, the Contractor has discretion exercisable as between 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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## VOLUME II

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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 is likely will be rejected in the absence of Income Tax return.

**2.03 Earnest Money Deposit.**

The Earnest Money Deposit of Rs.10,000/- 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 favoring '**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 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**  
**Annexure – A**

**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 PREMISES FOR SECURITY SERVICE**

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



**DETAILS OF EMPLOYEES / MANPOWER**

S.No.	Name of Employee	Father's Name	Age	Permanent Address	Correspondence Address	Qualifications	Experience

**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 security services under relevant act and must have valid certificate (i.e PSARA of U.P).For those who have already applied for renewal of PSARA certificate(U.P) please do not apply.
- 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 experiences certificate in concerned service only in support of experice failing to this the bid will be summarily rejected. 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 above Minimum eligibility criteria do not apply for tendering)**

**QUALITATIVE REQUIREMENTS – GUARDS**

## **(Private Security Agencies)**

---

- i) Physical Capability.
- ii) Able to walk and patrol 8 hours a day.
- iii) Climb steep stairs or a ladder.
- iv) 20/20 vision (or corrected to 20/40 with glasses).
- v) Hear normal conversation .
- vi) Talk intelligently over a telephone or 2-way radio and be understood by other members of the force.
- vii) No amputations, deformities or disabilities.
- viii) Present a neat, clean appearance.
- ix) Lift and operate 9.5 Kg fire extinguisher & Fire Hydrant safely.
- x) Lift a person and carry in a rescue.
- xi) Mental /Education Capability.
- xii) At least 18 years of age – Mandatory.
- xiii) High school or equivalent.
- xiv) Working knowledge of English i.e able to Read elementary English sentences and exchange greetings with executives and officers.
- xv) No history or presence of any psychiatric disorder.
- xvi) Emotionally stable

### **Armed Guards**

In addition to above, certain special requirements are expected for an armed guard. These are:-

- i) Should be ex-serviceman (retired from Army / Navy / Air Force). Up to 10 % personnel may be from para-military forces like Assam Rifles, Manipur Rifles or Central Police Organizations like BSF, CRPF, ITBP, CISF etc.
- ii) Should be SHAPE- 1 at the time of retirement.
- iii) Should hold matriculation certificate or army matriculation or army graduate certificate.
- iv) Should have no physical or any other disability that is likely to affect performance of duties as an armed guard.
- v) Should not be obese.
- vi) Character at the time of retirement should be 'Exemplary'.
- vii) Should not be more than 50 years of age as on date of deployment in the NIBSCOM.
- viii) Should preferably be from the combat arms like infantry, Mechanized Infantry, Armoured Corps. Failing this he should be from Regiment of Artillery, Corps of Engineers, Corps of Signals.
- ix) Should not be a tradesman like tailor, carpenter, mason, blacksmith, painter etc.

### **Other Capabilities.**

- i) The guards deployed at the NIBSCOM's premises should have undergone minimum 160 hours of training over a minimum period of 20 working days prior to joining duty at the NIBSCOM's premises.
- ii) No criminal conviction record indicating moral turpitude
- iii) No history of violent acts that would indicate the candidate would harm a visitor or employee
- iv) Valid Driver's License/safe record- Desirable
- v) First Aid Qualified-Desirable
- vi) Pre-employment polygraph - Desirable
- vii) Physical examination by physician- Mandatory
- viii) Minimum 174 cms(5'7") of height – Mandatory
- ix) Willing to undergo physical training and drill while deployed at site as per schedule.

**Security Personnel Requirement Details**

<b>Type</b>	<b>No of Persons</b>	<b>Desired Education qualifications</b>
Watch & Ward(Without Arms)(Including Supervisor)	12	12 <sup>th</sup> or Above
Watch & Ward(With Arms)	1	Graduate with valid armed license
<b>Total Security Guard Required</b>	<b>13</b>	

**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  
(Security Services)**

A. **Name & Address of the entity:** \_\_\_\_\_

B. Please note that :

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

S. No.	Designation	Number of Security guard Required	Minimum wages Rate/day (As prescribed by the Govt for Noida "A")	Minimum wages to be paid to personnel for 26 days)
1	Watch & Ward(Without Arms)	12	Rs.673.00 (Rs.637 + Rs.36)	Rs 209976/-
2	Watch & Ward(With Arms)	1	Rs. 732.00 (Rs. 693+Rs.39)	Rs 19032/-

1. Figure must 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 along with 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/..**

-: 2 :-

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

S. No	Particulars	Per Month
1.	Monthly consolidated rate offered for The ENTIRE SECURITY SERVICES CONTRACT(As required in Para B Above) in NIBSCOM (Including Minimum wages, PF, ESI,Bonus etc. and cost of material to be used)	<b>Rs.</b> _____ <b>(excluding GST)</b> <b>(Rupees</b> _____ _____ _____ _____ _____ <b>)</b>

Yours faithfully,

**(Signature of Authorized Person)**

Place: \_\_\_\_\_  
 Date : \_\_\_\_\_  
 Business Address: \_\_\_\_\_

Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Seal \_\_\_\_\_

Witness with signature

Name & Address \_\_\_\_\_

Name & Address \_\_\_\_\_