

**National Backward Classes Finance and Development Corporation**

**No.:NBCFDC/CS-ADMN/TD/SA/2015-16**

**Date: 04.12.2015**

Offers are invited from reputed agencies for providing Security Guards for NBCFDC. Service Providers holding license issued by Govt. of Delhi under PSARA-2005 Act should submit their application for outsourced activity. Tenders as per supplied formats along with relevant supporting documents are to be submitted to the following address:-

Company Secretary,  
NBCFDC, 5th Floor,  
NCUI Building,  
August Kranti Marg,  
New Delhi-110016

Tenders should reach this Office latest by 29.12.2015 by 05.30 pm. Super scribe the tenders as "TENDERS FOR EMPANELMENT OF SECURITY AGENCIES FOR PROVIDING SECURITY GUARDS". NBCFDC reserves the right to accept or reject any or all tenders and also cancel the tender process. For details and formats please refer to NBCFDC website [www.nbcfdc.gov.in](http://www.nbcfdc.gov.in). Technical bids will be evaluated at NBCFDC office on 30.12.2015 at 11.00 a.m. and only the financial bids of technically qualified bidders will be opened on 31.12.2015 at 2.30 p.m. depending on the number of participating bidders. .

Company Secretary

**NATIONAL BACKWARD CLASSES FINANCE AND DEVELOPMENT CORPORATION (NBCFDC)**

**GENERAL INSTRUCTIONS FOR BIDDERS**

1. Quotations are invited under two bid systems i.e. Technical Bid and Financial Bid, to be submitted as per the format enclosed in Annexure III and IV of this document. These will be put in separate sealed covers super scribed respectively as “Technical Bid” and “Financial Bid”. Both sealed envelopes should be put in another sealed cover super scribed as “Quotation for providing Security Guards on Contract”.
2. The Earnest Money Deposit (EMD) amounting to Rs. 10,000 (Rs Ten Thousand Only) refundable (without interest), should be necessarily submitted along with the Technical Bid of the Private Security Agency (PSA) in the form of Demand Draft, from any of the Scheduled Bank drawn in favour of **National Backward Classes Finance and Development Corporation** payable at New Delhi and valid for a period of 60 days. Bids not accompanied by EMD or without proper validity will be summarily rejected. The MSME agency/units shall be exempted from submission of EMD on production of proof of current registration certification from MSME/NSIC for the tendered item i.e. for security agency.
3. **The selected PSA/s shall have to deposit in Security Deposit, amounting to 10% of the contract value before commencement of the contract. The security deposit will have to be furnished in the form of Demand Draft infavour of National Backward Classes Finance and Development Corporation.**
4. The PSA is required to enclose self attested photocopy of documents required to be submitted with Technical bid.
5. Bids submitted after the due date shall not be accepted under any circumstances whatsoever.
6. Conditional Bid shall not be considered and shall be rejected at the very first instance.
7. The EMD will be forfeited if the PSA rescinds after accepting the offer.
8. The PSA should include the list of Public Sector Undertaking/Banks/Reputed Private Sector companies whom they have provided security services for the past 5 years, along with name, phone/fax number of the contact person and also list of current running contracts as given in Annexure III of this document.
9. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting/striking is permitted. Overwriting /striking if any, in the Technical Bid must be initialed by the person authorized to sign the bid.
10. The envelope containing Technical Bid shall be opened on the scheduled date and time as given, in the presence of authorized representatives of PSAs/bidders, who wish to be present.

11. Technical Bids will be evaluated by the Tender Opening Committee (T.O.C) constituted by NBCFDC. The T.O.C may call for a technical presentation by the PSAs, which will include verifying the financial turn-over, registration certificates, legal, financial, statutory, taxation and other associated compliance of contract conditions. The T.O.C., may evaluate/verify the performance of the PSA at any of their existing contracts which may include obtaining references /or visiting the clients and the quality of services rendered by the PSA etc.
12. The Financial bid of technically qualified PSAs will only be opened on 31.12.2015 at 02.30 pm at NBCFDC, 5th Floor, NCUI Building, August Kranti Marg, New Delhi authorized representatives of such shortlisted PSAs, who wish to be present.
13. The contract is initially for a period of one year, which will be reviewed at the end of the year and may be extended to a further period of two years or more, as deemed fit by the Corporation.
14. NBCFDC reserves the right to amend or withdraw any of the terms and conditions contained in this Bid Document or reject any or all Bids without giving notice or assigning any reason there for. The decision of NBCFDC, in this regard shall be final and binding on all concerned.

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**National Backward Classes Finance and Development Corporation**

**ESSENTIAL REQUIREMENTS OF THE BIDDING PSAs**

The bidder should fulfill the following technical specifications:

1. The bidding PSA should be registered with the appropriate registration authorities (Labour Department etc.).
2. The bidder PSA should be registered with Income Tax, Service Tax and appropriate authorities under Employees Provident Fund and Employees State Insurance Acts etc..
3. The bidder PSA should;
  - a. Qualify as per extant guidelines, to provide Security Services in any Government/Public Sector Undertakings/ Banks / Reputed Private Sector Companies.
  - b. Have at least three running contracts with minimum 25 security guards altogether, in the state of Delhi/ NCT of Delhi locations (Proof is required to be submitted with Technical bid itself).
  - c. Have at least more than 10 guards deployed with single client, with whom the contract is in force (Proof is required to be submitted with Technical bid itself).
4. The bidder PSA should have minimum Rs.25 lakh (Rs. Twenty five lakhs) annual financial turnover for last three years (Audited Balance sheet required. Provisional Balance sheet certified by the Chartered Accountant for the current year may be accepted).
5. The bidder PSA should have the licence to engage in the business of Private Security Agency as per provisions of the Private Security Agencies (Regulation) Act, 2005 [PSARA 2005] and Rules made by the State/s, where the bidder PSA proposes to offer his services and should have a well-established Registered Office or Branch Office with full infrastructure in NCT of Delhi/ state of Delhi.
6. The bidder PSA should be able to provide security guards, with minimum educational qualifications of 10th class not above 50 years.
7. The bidder PSA should have credible supervisory infrastructure.
8. The bidder PSA should have effective infrastructure for training of security guards.
9. It is absolutely essential for the PSAs to quote correctly and unambiguously, at the time of submitting the Bid, as NBCFDC will not enter into any negotiation during the scrutiny/processing of the Technical part.

10. The Financial Part of the Bidders who's Technical Part is found to be deficient and those of the Bidders who do not meet the eligibility criteria as specified in the document, will be returned unopened, against acknowledgement. Financial Part of shortlisted Bidders will be opened on **31.12.2015 at 02.30 pm**. EMD to all Bidders who are disqualified in Technical Part shall be returned against acknowledgment.
11. Bidders should affix their signature/seal in all pages of documents unfailingly. All overwriting shall be authenticated; else it may lead to rejection of the bid of the affected PSA.

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National Backward Classes Finance and Development Corporation

TERMS AND CONDITIONS

1. The contract is initially for a period of one year. The contract will be reviewed yearly, and may be extended for a further period, as deemed fit by the NBCFDC. The requirement of security guards may vary according to the need & may be reviewed/ reduced/enhanced as and when required.
2. The contract can be terminated before the expiry of contract period owing to deficiency in service or substandard quality of service provided by the PSA. Further, NBCFDC reserves the right to terminate contract at any time by giving one month's notice, without assigning any reason whatsoever.
3. The selected PSA shall not be allowed to transfer, assign, or sub-contract its rights and liabilities under this contract to any other agency.
4. The selected PSA shall obtain and produce licence under the "The Contract Labour (Regulation & Abolition) Act 1970" from the Labour department. The PSA shall maintain and if necessary submit to the NBCFDC, for inspection on demand, the records such as Muster roll, Payment register etc.
5. The selected PSA will be bound by the details furnished by them to NBCFDC, while submitting the bid or at subsequent stage. In case, if any of such document/s furnished by the agency is found to be false, it would amount to breach of terms of contract and the PSA will be liable for legal action besides termination of contract.
6. The selected PSA shall ensure that the security guards deployed at NBCFDC office conform to the STANDARDS prescribed in the Private Security Agencies Rules framed by the Government of Delhi.
7. The selected PSA shall furnish the following documents in respect of each security guard deployed, before the commencement of contract :
  - (I) List of trained security guards identified/selected by agency for deployment with Bio data i.e., date of birth, age, qualification address etc.
  - (II) Training certificate if any,
  - (III) Certified copy of the character certificate.
8. In case, the security guard deployed by the selected PSA commits any act of omission / commission resulting in loss/damage to the NBCFDC, the selected PSA shall take appropriate disciplinary action against such personnel immediately on being brought to their notice, failing which it would amount to breach of contract and may lead to termination of contract. NBCFDC is also not precluded from taking action on its own against the security guards and the selected PSA if the act and omissions of the security guard result in loss/damage as aforesaid.
9. The selected PSA shall provide proper uniform and **identity card** to the security guard deployed at NBCFDC having the photograph of the person and personal information such as name, designation, address and identification mark etc.

10. It will be the responsibility of the selected PSA to provide accommodation, transport, food, medical and any other requirement of their personnel deployed. NBCFDC will have no liability what so ever in this regard at any stage.
11. **Payment of bills will be made to the selected PSA on a monthly basis as per actual services. The PSA has to submit invoice/bill in the first week of the succeeding month for the services rendered in the preceding month.**
12. NBCFDC reserves the right to amend or withdraw any of the terms & conditions contained in the Bid Document or to reject any or all bids without giving notice or assigning any reason. MD, NBCFDC is the final authority for settling any dispute/s and his decision in this regard shall be final and binding on all.
13. The security guards of the selected PSA shall be required to work in 1/3 shifts of 8 hours duration (excluding lunch / dinner recess) on all seven days with staggered weekly off.
14. Requirement: Two Security Guards in each shift (One each at Head office and Mahila Imdad Committee);
  - a) At Head Office: 5 th Floor, NCUI Building, August Kranti Marg, New Delhi
  - b) At Mahila Imdad Committee, Near New Delhi Railway station, New Delhi
  - b) Shifts : Morning :7 a.m. to 3 p.m. Evening : 3 p.m. to 11 p.m. Night : 11 p.m. to 7 a.m.
  - c) The firm is also requested to quote rates for additional requirement (if any) of Security guards to be placed at separate location other than NBCFDC Head Office, "as and when required basis".
15. The security guard deployed shall be required to report for work at specified shift duty hours and remain in the designated post till the end of the shift. In case, any post is vacant on any shift/day, the selected PSA shall immediately provide replacement. In case the PSA fails to provide replacement, the wages for that shift/day shall be deducted, on pro rata basis and PSA is liable to make good the financial/other losses suffered by the NBCFDC.
16. The security personnel should be of age group between 22 and 50 years.
17. The duty hours should not exceed eight hours at a stretch. Continuous shifts by the same person should be avoided. Odd duties/shifts may be required according to exigencies, which are to be provided by the PSA.
18. Items of equipment - whistle, torch, uniform including rain coat, jersey etc., - for efficient discharge of duty by the personnel shall be provided by the selected PSA (at their own cost) and should be in good presentable condition.
19. The selected PSA shall arrange to safeguard men & material and the interest of NBCFDC by posting its security guard in such a manner and time to assure the Corporation that its interest are fully and wholly safe guarded. This includes assisting NBCFDC in first-aid and fire safety operations as may be deemed necessary.

20. The selected PSA shall ensure good behaviour, conduct, application and discharge of duty of security guards engaged by them. They shall perform their duties effectively and diligently in accordance with the general procedure laid down by NBCFDC from time to time.
21. For all intents and purposes, the selected PSA shall be the "Employer" within the meaning of various Labour Legislations in respect of security guards so employed and deployed at NBCFDC for guarding, on contract.
22. The selected PSA shall alone, be solely responsible for redressal of grievances/ resolving of disputes relating to guards deployed. NBCFDC, shall in no way, be responsible for any damages, losses, FINANCIAL or other injury claims to any security guard deployed by the PSA in the course of his performing the functions/duties, or for payment towards any compensation.
23. The security guards deployed by the selected PSA shall not have any claim of Master and Servant relationship vis-à-vis NBCFDC. They also shall not have any Principal and Agent relationship with or against the NBCFDC.
24. The security guards of the selected PSA shall not be treated or considered as employees of NBCFDC under any circumstances.
25. The security guards deployed by the selected PSA under contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, part time/ confirmed employees of NBCFDC, during and/or after expiry of the contract. In case of termination of the contract also, the security guards deployed by the PSA shall not be entitled to any or /and will not have any claim for absorption or relaxation for absorption in the regular / otherwise, in any capacity in the NBCFDC.
26. In the event of theft, pilferage or damage to the NBCFDC's property, after necessary investigations, if proved beyond doubt that the PSA/their security guards are responsible, the selected PSA shall be responsible and make good all the losses /damage.
27. The selected PSA will be required to pay minimum wages as prescribed under the Minimum Wages Act for Central sphere. The PSA will maintain proper record as required under the Law / Acts. They shall produce the records on demand to NBCFDC or any other authority under Law.
28. The selected PSA will be responsible for compliance of all statutory provisions relating to Employees Provident Fund, and Employees State Insurance etc. in respect of the security guards deployed at NBCFDC.
29. The selected PSA shall also be liable for depositing all taxes, levies, cess etc. from time to time as per the rules and regulations in the matter.
30. Tax shall be deducted at the source (TDS) as per the provisions of the Income Tax Department by the NBCFDC and a certificate to this effect shall be provided to the PSA.
31. In case, the selected PSA fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, if NBCFDC is put to any loss/obligation, monetary or otherwise, NBCFDC will be entitled to recover such damage/loss/deemed loss, either out of the outstanding bills or



from the Security Deposit of the PSA.

32. The selected PSA will indemnify the NBCFDC from all legal, financial, statutory, taxation and any other liabilities.
33. The selected PSA is required to execute an agreement as per the approved format of the NBCFDC immediately on award of the contract.
34. The Technical Part of the bid should be submitted along with an Earnest Money Deposit (EMD), failing which the bid shall be rejected outright.
35. The proof of the annual turn-over for the previous years in the form of audited balance sheet or statement of accounts shall be provided, failing which the bid shall be rejected outright.
36. The EMD in respect of the PSAs who do not qualify the Technical Part (First Stage) shall be returned to them without any interest. However, the EMD, in respect of the selected PSA may be adjusted towards the Security Deposit. Further, if the PSA fails to deploy security guards against the initial requirement within 15 days from date of awarding the contract, the EMD shall be forfeited without giving any further notice and the contract will be terminated and NBCFDC shall be at a liberty to award the contract to other PSA at its sole discretion without assigning any reason whatsoever.
37. The rates agreed upon, except the Minimum wages and service tax as notified from time to time by the Central Government, shall remain unchanged until the expiry of contract period or till they are amended by NBCFDC.
38. The selected PSA shall submit the bill along with attendance sheet (duly verified and attested by the authorized signatory) in respect of the security guards deployed in the first week of the subsequent month. Payment will be released within a reasonable from the date of submission of such bills complete in all respects.
39. The claim in bills regarding service tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill / whole of the bill amount will be held up till such proof is furnished, at the discretion of NBCFDC. Payment of the bill will be effected only on production of copy of the previous month's wage sheet, ESI & EPF remittance with nominal roll of the security guards and return under the respective Acts.

**Annexure III****National Backward Classes Finance and  
Development Corporation****TECHNICAL BID**

**(To be enclosed in a separate sealed envelope)  
For providing Security Guards on Contract.**

PASSPORT  
PHOTO  
OF OWNER/  
PROPRIETOR/  
DIRECTOR OF  
THE  
PSA

<b>SN</b>	<b>DETAILS</b>	<b>REMARKS</b>
1	Name of the PSA (Attach notarized certificate of registration/ incorporation)	
2	Name of Proprietor/Director/s of PSA	
3	Full Address of Registered Office	
4	Telephone No. :	
5	Fax. No	
6	E-Mail Address	
7	PAN / GIR /TIN No. (Attach self attested Copy)	
8	Labour Regn.No.(Attach self attested Copy)	
9	Service Tax Regn. No. (Attach self attested Copy)	
10	E.P.F. Regn. No. (Attach self attested Copy)	
11	E.S.I. Regn. No. (Attach self attested Copy)	
12	PSARA 2005 licence No/s. (Attach separate attested Licence for respective State)	

13. Financial turnover for the five financial Years (Attach separate sheet if space provided is insufficient)

<b>Financial Year</b>	<b>Amount (Rs. In Crores)</b>	<b>Remarks</b>
<b>2010-11</b>		
<b>2011-12</b>		
<b>2012-13</b>		
<b>2013-14</b>		
<b>2014-15</b>		

14. Give details of the major contracts/clients executed by the bidder PSA at any Public Sector Undertaking/Banks/Reputed Private Sector Companies during the past five years in the following format. Copies of work order should be attached as proof.

**14.1 Completed Contracts (Major only)**

SN	Name& address of the client, with details of contact person, name / telephone/FAX No.	No of Guards deployed	Contract Value	Duration of Contract	
				From	To
1					
2					
3					
4					
5					

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

**14.2 Current Contracts**

SN	Name& address of the client along with details of contact person , name /telephone/ FAX numbers	No of security personnel provided	Contract Value	Duration of Contract	
				From	To
1					
2					
3					
4					
5					

15. Details of Earnest Money Deposit:

Name of the Bank, D.D. No., Date & Amount:

16. **Please specify the minimum lead time required from the date of receipt of Work order for initial deployment**

17. Additional information, if any (Attach separate sheet, if required).

PLACE :

SIGNATURE OF THE BIDDER

DATE :

SEAL

National Backward Classes Finance and Development CorporationFINANCIAL BID

1. Name of the PSA \_\_\_\_\_
2. Rates are to be quoted in accordance with the **Minimum Wages notified by Chief Labour Commissioner (Central)**[and not the State Government] for Watch & Ward under Central sphere, per month basis and other bye laws applicable (inclusive of all statutory liabilities, taxes, etc.).

SL No	Particulars	Per Security Guard (Amt in Rs)
1	Wages (Basic +VDA)	
2	PF (%)	
3	EDLI (%)	
4	Administrative charges (%)	
5	ESI (%)	
6	Sub Total A (1+2+3+4+5)	
7	Service charges B (%age)	
8	Total C (6+7)	
9	Other charges, if any	
10	Grand Total (8+9)	

**REMARKS: Please note that the service charges should not be less than 2% . Financial Bid not meeting this criterion will be summarily rejected without assigning any reasons thereof, which please note.**

Note:

- Service Tax as applicable shall be extra.
- Charges for Uniform and other accessories issued to the security guard/ supervisor will not be paid by the NBCFDC.
- Bonus and Gratuity will not be payable by the NBCFDC.
- Charges of any other nature, attributing to the performance of the duty by the security guard/s shall be borne by the respective PSA only and cannot be claimed from NBCFDC, during and/or after the contract.

**SIGNATURE OF THE BIDDER**

**PLACE:**

**DATE:**

**SEAL**