

## **National Backward Classes Finance and Development Corporation**

### **TENDER INVITING APPLICATION FROM MANPOWER AGENCIES**

Tenders are invited by National Backward Classes Finance & Development Corporation (NBCFDC), from registered agencies for providing manpower, for providing services of unskilled (housekeeping)/ Semi skilled / skilled manpower like Data Entry Operators, Steno etc., in NBCFDC Head office New Delhi. Details are available on the websites of NBCFDC.

The complete application should reach at the following address latest by 5.00 PM on 24.04.2019 :-

**GM(HR & Admn.)  
NBCFDC  
5th Floor, NCUI Building  
3, Siri Institutional Area, August Kranti Marg  
New Delhi-110016**

**National Backward Classes Finance and Development Corporation**

No.:NBCFDC/Admn/Manpower/2019-2020

3<sup>rd</sup> April, 2019

**TENDER DOCUMENT**

**For providing services of Unskilled/Semi-skilled/Skilled Manpower  
i.e. Housekeeping, Data Entry Operators, Steno, etc. in NBCFDC**

**Manpower Service Provider**

- a) Date of issue of Tender Document : 03.04.2019
- b) Last Date and time for submission of Tender Document : 5 PM on 24.04.2019
- c) Date and time for opening of Technical Bids : At 11.00 AM on 25.04.2019
- d) Opening of financial Bids of eligible Bidders (Tentative) : At 11.00 AM on 29.04.2019
- e) Likely date for commencement of Deployment of required manpower : Within one week of issue of LOI

## **SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

1. National Backward Classes Finance and Development Corporation (NBCFDC), is a Govt. of India undertaking under the aegis of Ministry of Social Justice and Empowerment. The Corporation was incorporated on 13th January, 1992 as a company not for profit under section 25 of the companies Act, 1956 (now under section 8 of the companies Act, 2013), with an objective to promote economic and developmental activities for the benefit of members of Backward Classes living below double the poverty line through State channelizing agencies (SCAs) nominated by the respective State Governments / Union Territories requires the services of reputed, well established and financially sound Manpower service providers to provide unskilled/ semi-skilled/ skilled manpower for housekeeping, data entry operators etc.
2. The contract for providing the aforesaid manpower is for a period of two years and likely to commence from **01.05.2019**. The period of the contract will be reviewed at the end of the first year and may be extended to a further period of one year on same terms and conditions and at the discretions of NBCFDC.

Regardless of above NBCFDC reserves the right to terminate this initial contract at any time after giving one month's notice to the selected service provider. Without assigning any reason what so ever.

3. Numbers of manpower required initially are 05 unskilled (housekeeping), 05 Skilled (Data Entry Operators, Steno etc.) and 03 highly skilled. The requirements may vary from time to time.
4. The interested manpower service providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 10,000/- and other requisite documents by 25.04.2019 up to 1600 hrs in the NBCFDC, 5<sup>th</sup> floor, NCUI Building, August Kranti Marg, New Delhi-110016. MSME registered service providers are exempted from depositing Earnest monthly of Rs.10, 000/-.

5. The various crucial dates relating to “Tender for providing Manpower services to the NBCFDC” are cited as under.
- a) Period of issue of Tender Document : 03.04.2019
  - b) Last Date and time for submission of tender Document : From 10 AM to 6 PM on all working days till 24.04.2019
  - c) Date and time for opening of Technical Bid : At 11.00 AM on 25.04.2019
  - d) Opening of Financial Bids of eligible Tender and Selection : At 4.00 PM on 29.04.2019
  - e) Likely date for commencement of required manpower : 01.05.2019
6. Tender has been invited under **two bid systems i.e. Technical Bid and Financial Bid**. The interested agencies are required to submit three separate sealed envelopes. Marked / super scribed as “A”, “B” and “C” kept in one big sealed envelope super scribing **“Tender for providing manpower services to NBCFDC”**. Envelope “A” should contain pay order /DD on account of cost of EMD. Envelope “B” should contain tender document and supporting documents. Envelope “C” should contain only financial bid which will be opened separately in respect of successful bidders whose technical bid is accepted primarily.
7. The tendering Manpower service providers are required to enclose photocopies of the following documents (Duly attested), along with the Technical Bid, failing which their bids shall summarily/ out rightly rejected and will not be considered:
- a) Registration certificate of the applicant organization:
  - b) MSME SC/ST/Woman (category) registration (i.e. 25% for General MSME 4% for SC/ST and 3% for women entrepreneur MSME.)
  - c) Copy of TAN in respect of firm and PAN card in respect of proprietorship;
  - d) Copy of the IT Return filed for the last three Financial Years;
  - e) Copies of latest ESI /PF reg. certificates;
  - f) Copy of the GST registration certificates.

- g) Certified BANK account statements containing transactions during the last three Financial Years.
  - h) Solvency certificate from bank along with certified copies of total turnover of the firm during the last three months.
  - i) Documentary proof from the concerned agency where the manpower (Housekeeping, DEOs, Steno) etc., is provided by the firm. It should be concerning to the Government Department, Public sector companies, banks etc.
8. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
9. All entries in the tender 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 or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected. However, the cuttings if any, in the Technical Bid application must be initialed by the person authorized to sign the tender bids.
10. The Technical bids shall be opened on the scheduled date and time at 11.00 AM on 25.04.2019 in Conference Room, NBCFDC, 5<sup>th</sup> floor, NCUI Building, August Kranti Marg, New Delhi-110016 in the presence of the representatives of the bidders, if any, who wish to be present on the spot at that time.
11. The financial bid of only those tenders will be opened whose Technical bids are accepted by NBCFDC after due intimation to the qualifying parties. The bids will be opened on 5th floor, NCUI Building, August Kranti Marg, New Delhi-110016 in the presence of the representative of the manpower service providers, if any, who wish to be present on the spot at that time.
12. The Competent authority of the NBCFDC reserves the right to reject any or all bids without assigning any reason.

**TECHNICAL REQUIREMENTS FOR BIDDERS/MANPOWER, SERVICE PROVIDER.**

1. The bidder/ manpower, service provider should fulfill the following technical specifications:
- a) Its registered office or one of the Branch offices should be located either in Delhi or NCR.

- b) The Agency should have been in existence for the last 03 years continuously.
- c) It should be registered with the appropriate registration authority;
- d) It should have atleast three years' experience in providing skilled, semi- skilled, unskilled manpower to. Central Govt. Ministries/ Departments/PSUs /autonomous bodies/statutory bodies of GOI etc. (certificate for having performed the work/services satisfactorily in the said Ministry / Dept. / organization should be attached.)
- e) It should furnish Bank Account details.
- f) It should be registered with Service Tax departments;
- g) It should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- h) Its minimum annual turnover should be Rs. 50,00,000/- for the last three Financial Years.

**NOTE:** - The agency should have PAN, GST and should be registered under applicable laws and should submit copies of the same.

**TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL  
MANPOWER SERVICE PROVIDER IN THE NBCFDC, NEW DELHI**

1. Manpower provided should be above 18 years and below 45 years of age.
2. Individual selected should bring Character certificates from Gazetted officers of the Central Government/ State government.
3. His/her antecedents should have been got verified by the agency/selected manpower service provider from the local police authorities.
4. The qualification requirements for all categories of the manpower along with monthly remuneration payable are given below. The successful tender shall ensure that the persons deployed in the NBCFDC get the amount subject to statutory deductions, as indicated below against each category.
5. The statutory deductions made from the remuneration of the staff shall be deposited with the respective statutory authorities in their name.

Category	Monthly salary/qualification requirements
Highly Skilled (Stenographer/others)	Minimum wages as fixed by Govt. of NCT of Delhi from time to time under Minimum wages Act. <b>Essential:</b> (i) Graduate from a recognized Indian University with basic computer knowledge including. (ii) 80 WPM in shorthand and 40 WPM in English Typing. <b>Desirable:</b> One year working experience in a Govt. recognized organization.
Skilled (Data Entry Operator)	Minimum wages as fixed by Govt. of NCT of Delhi from time to time under Minimum wages Act. <b>Essential:</b> (i) Graduate from a recognized Indian University with basic computer knowledge including. (ii) Certificate in Data Entry operator etc., from Govt. recognized institution. (iii) Data Entry speed of about 8,000 (eight thousand) key depressions per hour on Computer <b>Desirable:</b> One year working experience in a Govt. recognized organization
Unskilled / Housekeeping / Labour	Minimum wages as fixed by Govt. of NCT of Delhi from time to time under Minimum wages Act. <b>Desirable:</b> 10 <sup>th</sup> Class-Pass.
The wages/ remuneration will be transferred electronically to the staff deployed.	

6. The bidder may quote their rates of service charges, in accordance with relevant Office Memorandum issued by Ministry of Finance / Commerce.
7. The Bidders quoting abnormally low rates in violation of the norms of Ministry of Finance OM No.29 (1)/2014-PPD dated 28<sup>th</sup> January, 2014 and Ministry of Commerce & Industry circular No.31/14/1000/2014-GA dated 17<sup>th</sup> September, 2014 will be rejected from consideration during bid analysis.

**APPLICATION-TECHNICAL BID**

1. **For providing Manpower services to NBCFDC, New Delhi.**

2. Name of Tender Manpower: \_\_\_\_\_

Service Provider

3. Details of Deposit      a) EMD : DD No \_\_\_\_\_ date \_\_\_\_\_ of Rs. \_\_\_\_\_

Drawn on Bank \_\_\_\_\_

4. Name of proprietor/Director : (SC/ST/Woman)

\_\_\_\_\_  
\_\_\_\_\_

5. Full address of registered: \_\_\_\_\_

Officer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

6. Full address of Operating  
Office/ Branch Office \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_



7. Banker of the Manpower Service Provider : \_\_\_\_\_  
 \_\_\_\_\_

Telephone No. : \_\_\_\_\_  
 \_\_\_\_\_

8. (a) TAN : \_\_\_\_\_  
 (b) PAN : \_\_\_\_\_

9. GST registration No. : \_\_\_\_\_  
 (attach attested copy)

10. E.P.F. Registration No. : \_\_\_\_\_  
 (attach attested copy)

11. E.S.I. registration No. : \_\_\_\_\_  
 (attach attested copy)

12. Annual turnover / Revenue from operation from line business of the tendering **Manpower Service provider** for the last 3 Financial Years:  
 (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2015-2016		
2016-2017		
2017-2018		

13. Give details of the similar major contracts handled by the tendering manpower service provider during the last three years in the following format (if the space provided is insufficient, a separate sheet may be attached) but in the prescribed format:

S.No	Name of client, Address telephone & fax No.	Manpower service provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of Manpower provided	No		From	To

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

Signature of authorized person

Name:

Seal:

Date:

Place:

## **DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of Shri \_\_\_\_\_  
Proprietor/ daughter/authorized signatory of the Service provider, mentioned above, am competent to sign this declaration and execute this tender document:
  
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
  
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I /We, am/ are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Name:

Place:

Seal:

**APPLICATION – FINANCIAL BID**  
**(To be submitted in envelope “C” separately)**

**For providing Manpower Assistance to NBCFDC.**

1. Name of tendering Manpower Service Provider:
2. The successful bidder tender shall ensure that each person deployed in the National Backward Classes Finance & development Corporation get the amount indicated below and the bidder may quote their service charges, on the monthly remuneration as quoted below in column No.3 which they will claim for providing the services of the required manpower:

S.No.	Category	Nos:	Consolidated tentative monthly amount (inclusive of EPF, ESIC, Pension contribution etc.)	Rate of service charges to be quoted by the bidders for providing the manpower
(1)	(2)		(3)	(4)
1.	Highly Skilled Data Entry Operator/ Stenographer (Graduates)	03	@ Rs. 30,000/-	
2.	Semi-Skilled 12 <sup>th</sup> Pass	05	@ Rs. 20,000/-	
3.	Unskilled/ Housekeeping/ Labour (10 <sup>th</sup> class - pass desirable.	05	@ Rs. 15,000/-	

**\*Note:** The number and consolidated monthly payments mentioned are tentative and for evaluation purpose. The actual number and consolidated compensation to be deployed may vary as per requirement.

Date:  
Place:

Signature of authorized person  
Name:  
Seal:

1. The consolidated amount of wages shall be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract and should be in compliance of the Minimum wages as fixed by Delhi Govt. from time to time.
2. The selection criteria shall be subject to fulfillment of all documents / service charges to the quoted by the bidder for providing the manpower in compliance of Ministry of Finance / Ministry of Commerce OM No.29(1)/2014-PPD dated 28<sup>th</sup> January, 2014.
3. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
4. The firms shall be paid minimum wages plus service charges as quoted by them in column no.3 and 4 above. No other amount of any kind shall be paid in addition.
5. In case of frequent requirement of travel within city, conveyance reimbursement as per actual will be payable subject to limit of Rs. 1000 per month and on the basis of certification of the same by Controlling Officer.
6. Other payments if any, as authorized by NBCFDC.

## TERMS AND CONDITIONS

### General

1. The contract likely to be commenced from 01.05.2019 and shall continue for two years subject to success review at the end of first year unless it is curtailed or terminated by the **NBCFDC** owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc., or change in requirements of the **NBCFDC**.
2. The contract shall automatically expire on 30.04.2020 unless extended further by mutual consent of contracting agency and the **NBCFDC**.
3. The contract may be extended, on the same terms and conditions for a further period of one year only. The discretions of any modification of the terms will rest with **NBCFDC**.
4. The Contracting service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of the **NBCFDC**.
5. The **NBCFDC**, at present, has requirement of 04 Unskilled (Housekeeping staff), 04 Data Entry Operators/ Stenographer etc,. The requirement of the **NBCFDC** may further increase or decrease marginally, during the period of initial contract also and the tender would have to provide additional manpower services if required on the same terms and conditions read with clause 3 of scope of work.
6. The tender will be bound by the details furnished by it to the **NBCFDC** while submitting the tender or at subsequent stage. In case, any of such details / documents furnished are found to be false at any stage, it would be deemed to be a breach of terms of contract making the tender liable for legal action besides termination of contract.
7. The **NBCFDC** reserves the right to terminate the contract during any time after giving 30 days or one month's notice to the contracting agency.
8. The persons deployed shall be required to report for work at 08.30 hours for housekeeping staff and 9.30 hrs for Data Entry Operator / Stenographer to the In-charge of respective Section/Division of **NBCFDC** and would require to discharge 8 hours of duty. In case, the person deployed is absent on a particular day or comes late/leaves early on three occasions, proportionate deduction for one day will be made.
9. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the **NBCFDC** so that optimal services of the persons deployed by the agency could be availed without any disruption.

10. The entire financial liability in respect of manpower services deployed in the **NBCFDC** shall be that of the service provider only and the **NBCFDC** will in no way be liable.
11. For all intents and purposes, the service provider shall be the “Employer” within the meaning of different labour Legislations in respect of manpower so employed and deployed in the **NBCFDC**. **The persons deployed by the service provider in the NBCFDC shall not have any claims whatsoever like employer and employee relationship master & servant relationship nor any principal & agent relationship with or against National Backward Classes Finance & Development Corporation.**
12. That in case the conduct of deployed staff by the service provider is/are found to be improper, the service provider will require to replace him/her within 24 hours of getting a written or email communication of same.
13. The service provider shall be solely responsible for the redressal for the grievances/resolution of disputes relating to persons deployed. The **NBCFDC** shall, in no way, be responsible for settlement of such issues whatsoever.
14. The **NBCFDC** shall not be responsible for any financial loss or any injury to any person deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
15. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the **NBCFDC** during the currency or after expiry of the contract.
16. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the **NBCFDC**.
17. The persons so engaged on contract through the agency will have no right whatsoever to have regular employment in **NBCFDC**.

## **LEGAL**

18. The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for penal action under IPC, Cr. P.C. or any other relevant provision besides, action for breach of contract.
19. The service provider will be responsible for compliance of all statutory provisions relating to Minimum wages, leave , medical, medical Insurance (as applicable) Provident

Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the **NBCFDC**. The **NBCFDC** shall have no liability in this regard & the same payment wherever deposited shall be ensured by the agency.

20. The service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to **NBCFDC** to the concerned tax collection authorities from time to time as per applicable rules and regulations in the matter & submit a copy to NBCFDC on monthly basis.
21. The Tax Deduction at source (T.D.S) shall be done as per the provisions of Income Tax Act/Rules, & GST Act as amended from time to time and a certificate to this effect shall be provided to the agency by the **NBCFDC**.
22. The service Provider shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of the **NBCFDC** or any other authority under Law.
23. It is explicitly mentioned that the service provider will indemnify **NBCFDC** of all labour liabilities arising out of the deployment of the manpower.
24. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the **NBCFDC** is put to any loss /obligation, monetary or otherwise, the Corporation will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms.
25. Agency should produce the proof of payment mode to manpower hired.
26. All the monthly pay bills payable to manpower along with PF, ESI will be made by empanelled agency/ firm.

## **FINANCIAL**

27. The Technical Bid should be accompanied with an Earnest Money Deposit(EMD), (refundable without interest) of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft/Pay order drawn in favour of NBCFDC **failing which the tender shall be rejected out rightly.**
28. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tender shall be adjusted towards the Performance Security Deposit. **Further, if the agency fails to deploy the required manpower against the initial requirement within 7 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

29. The successful tenderer will have to deposit a performance security amount of Rs.1,00,000/- (Rupees One lakh ) in the form of Bank Draft from any Nationalized Bank drawn in favour of the NBCFDC on and after receipt of the LOA. No interest or Bank charges shall be payable for the performance Bank Guarantee/ security and the same will be refunded after 30 days on completion of the contract.

In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tender.

30. In case of breach of any terms and conditions the Performance Security Deposit of the agency will be liable to be forfeited by the **NBCFDC** besides annulment of the contract.

31. The claims in bills regarding Employees Sate Insurance, Provident Fund, etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the **NBCFDC**.

32. If there is any delay by the agency, in providing a suitable substitute for the absentee Housekeeping (unskilled) / Data Entry Operator / Steno etc, for a period beyond tree working days, the agency shall be liable to pay penalty at the rate of Rs. 100/- per day for each absentee, which shall be deducted from the monthly bills of the service provider in the following month.

Liquidated Damages clause may be injected for

1. Delay in replacement of Manpower
2. Delay in Payment to Manpower hired.

33. The Competent Authority, NBCFDC reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

34. If the parties fail to resolve their dispute or difference by mutual consultation within twenty-one days of its occurrence, then either the service provider or the **NBCFDC** may give notice to the other party of its intention to commence arbitration, in the manner hereinafter provided and the arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. The dispute or difference arising between the service provider and NBCFDC relating to any matter arising out of or connected with the Contract, shall be referred to the sole arbitrator to be appointed by the MD, **NBCFDC**. The award of the arbitrator will be final and binding on the parties to contract.

35. Declaration form for Non Blacklisting in last 3 years.



36. No Price escalation is applicable on account of any statutory payment increase or fresh imposition of any duty, tax in respect of major component is said acceptance of tender.
37. Agency should submit the credit note w.r.t. any error or excess billing & NBCFDC has right to hold the payment regarding that GST credit if any.
38. On the basis of terms and conditions laid down in Tender, the agency should have to execute an agreement with NBCFDC in a non-judicial stamp paper with Rs. 100/- on and after receipt of the LOA from NBCFDC.
39. The Bidders should deposit tender fee for Rs. 1000/- plus GST 18% by A/c payee draft in f/o NBCFDC payable at New Delhi (on the back side of draft, mention the name of bidder and GST Registration No.) with tender document.