

Date: 21.11.2014

# **TENDER DOCUMENT**

## **ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICE**

**AT**

**National Disaster Management Authority  
Government of India  
A-1, Safdarjung Enclave, New Delhi**

**DATE AND TIME FOR SALE OF  
TENDER DOCUMENTS:**

**From 21.11.2014**

**LAST DATE AND TIME FOR SUBMISSION  
OF TENDER:**

**12.12.2014 (upto 1500 hrs.)**

**DATE AND TIME OF OPENING  
OF TENDER:**

**12.12.2014 (1530 hrs.)**



Government of India

**NATIONAL DISASTER MANAGEMENT AUTHORITY**

NDMA Bhawan, A-1, Safdarjung Enclave,

New Delhi -110029

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## ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICE

AT

National Disaster Management Authority  
Government of India

A-1, Safdarjung Enclave, New Delhi

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Note:Tenderer should confirm that they have received all the above papers/ documents. The nature of jobs requirement can be seen personally at NDMA by the tenderer. Receipt No. of money deposited as tender fees with the office must be quoted.

Tender issued to:

M/s.....

.....

.....

(Signature of the officer issuing Tender)

**No.10-9/2013-Genl**  
**GOVERNMENT OF INDIA**  
**NATIONAL DISASTER MANAGEMENT AUTHORITY**  
**NDMA Bhavan, A-1 Safdarjung Enclave, New Delhi – 110029.**

**TENDER NOTICE**

National Disaster Management Authority (NDMA) invites wax sealed tenders under two bid systems (Technical & Financial) from Security Agencies with annual turnover of Rs. 25 Lakh each year for last 2 years and holding valid licence under Contract Labour (Regulation & Abolition) ACT, 1970, registered under Private Security Agencies (Regulation) Act 2005 and Delhi Private Security Agencies (Regulation) Rules, 2009 and with EPFO, ESIC, having Service Tax registration and having successfully carried out at least two security contracts of 20 security guards in each contract, consisting of only ex-servicemen or properly trained security personnel and security supervisors in Govt. /Semi -Govt. and / or Central Autonomous bodies.

Detailed Tender document can be obtained against a written request quoting Advt. No. accompanied by a crossed demand draft for Rs.500/- (non-refundable) from any scheduled bank drawn in favour of "DDO, NDMA., New Delhi", valid for a period of 120 days from the date of tender opening.

<b>1.</b>	<b>Last date and time for submission of Tenders</b>	<b>12.12.2014 (upto 1500 hrs.)</b>
<b>2.</b>	<b>Date &amp; Time of Tender Opening (Only technical bid)</b>	<b>12.12.2014 (1530 hrs.)</b>
<b>3.</b>	<b>Date &amp; Time for opening Financial bid</b>	To be intimated later.

# National Disaster Management Authority

Government of India  
A-1, Safdarjung Enclave, New Delhi

## NOTICE INVITING TENDER

1.	<p>National Disaster Management Authority invites tenders under Two Bid system (Part- I: Technical Bid and Part – II : Price Bid) from Security Agencies with annual turnover of Rs. 25 Lakh each year for last 2 years and holding valid license under Contract Labour (Regulation &amp; Abolition) ACT, 1970, registered under Private Security Agencies (Regulation) Act 2005 and Delhi Private Security Agencies (Regulation) Rules, 2009 and also registered with EPFO, ESIC, having Service Tax registration and having successfully carried out at least two security contracts of 20 security guards in each contract, consisting of only ex-servicemen or properly trained security personnel and security supervisors in Govt. /Semi -Govt. and/ or Central Autonomous bodies. The Bids shall be addressed to:</p> <p style="text-align: center;"><b>Under Secretary (Genl.), National Disaster Management Authority, A1, Safdarjung Enclave, New Delhi-29.</b></p> <p>Bids be dropped in the tender box placed in Reception Area of NDMA Bhawan, National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi - 110029 on or before due date. The NDMA shall not be responsible if the bids are delivered elsewhere.</p>
2.	<p>The requirement will be initially for 13 Security Personnel (01 Chief Security Supervisor, 03 Shift Supervisor and 09 Guards) for a period of one year, subject to change which may be extended further with mutual consent for a maximum period of six months. .</p>
3.	<p>Tender Documents along with detailed terms and conditions can be obtained by making an application for issue of tender document on payment of Rs.500/- (non-refundable) in the form of demand draft drawn in favor of DDO, NDMA on all working days from 21.11.2014 to 12.12.2014 between 1000 hrs.and 1500 hrs. from Section Officer (Genl.), NDMA.</p>
4.	<p>Security Agencies may submit their tenders with following details in Part- I (Technical Bid):-</p> <ol style="list-style-type: none"><li>i. Attested registration certificate of Security Agency issued by the appropriate authorities</li><li>ii. Attested copy of valid labour licence from the Regional Labour Commissioner for specific number of persons required for the Contract under contract Labour (Regulation &amp; Abolition) Act, 1970.</li><li>iii. Attested copy of valid Service Tax registration certificate.</li><li>iv. Attested copy of registration under Private Security Agencies (Regulation) Act 2005 and Delhi Private Security Agencies (Regulation) Rules, 2009.</li><li>v. Attested copy of registration under Employees Provident Fund Organization (EPFO)</li><li>vi. Attested copy of registration under Employees State Insurance Corporation (ESIC)</li><li>vii. Status: whether Proprietor /Firm/Company</li><li>viii. Proof of at least two successfully carried out security contracts of 20 or more properly trained security guards/supervisors in Govt./Semi-Govt. and / or Central Autonomous Bodies <b>(Please enclose satisfactory completion certificate of two contacts issued by the Govt./Semi-Govt. and / or Central Autonomous</b></li></ol>

	<p><b>Bodies)</b></p> <p>ix. List of Clients.</p> <p>x. Copy of PAN &amp; IT returns filed for the last two years</p> <p>xi. An undertaking that the security agency has not been blacklisted by any Government Department/Autonomous bodies as on the date of submission of the bid.</p> <p>xii. Attested copy of the annual turnover of Rs. 25 Lakh each year for last 2 years issued by the Chartered Accountant (CA).</p>
5.	The bidder is expected to examine all the instructions, forms terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
6.	The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Price Bid. The Part-I (Technical Bid) should contain the EMD of Rs. 1,00,000/- and statement showing compliance with the criteria/detailed technical specifications as per SI No. 4 above and NIT. The part-II (Price Bid) should contain only the price offered as per attached 'Rate Scheduled' format. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes superscribed <b>TECHNICAL BID</b> and <b>PRICE BID</b> should again be sealed in a third bigger envelope superscribing the tender No. and ' <b>ANNUAL CONTRACT FOR SECURITY SERVICE</b> '. The Part-I (Technical Bid) will be opened in presence of the tenderers or their authorized representatives on the date of tender opening and the Part -II (Price Bid) after evaluation of Part-I (Technical Bid). The Part-II(Price Bid) of only those tenderers shall be opened who are found technically qualified to carry out the work, for which prior intimation will be given indicating the date and time of price bid opening.
7.	The EMD of Rs.1,00,000/- in the form of Demand draft from any scheduled bank drawn in favor of DDO, NDMA, New Delhi, valid for the period of 165 days from the date of tender opening, must accompany Part-I (Technical Bid). The EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD shall be forfeited (a) if a bidder withdraws his bid during the period of bid validity specified by the bidder on bid form or (b) in case of a successful bidder fails to sign the contract and fails to furnish performance security. In both the cases, the bidder will not be eligible to participate in the tender for one year from the date of issue of offer. Earnest money will be forfeited if the contractor fails to commence the work as per award letter for the work.
8.	Tenders received after due date/time or without EMD shall be rejected.
9.	NDMA reserves the right to accept or reject any or all the offers without assigning any reason.
10	Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
11	The tenderer shall not be permitted to tender for works in NDMA if his/her relative is posted in the grade of Deputy Secretary/Under Secretary/SO. He shall also intimate the name of the persons who are working with him in any capacity and are relatives as mentioned above.
12	Note : A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family, or (b) they are husband and wife, or (c) the

	one is related to the other in the following manner : father, mother (including step mother), son (including step son), Son's wife, Daughter (including step daughter), Father's father, Son's son, Son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sisters husband.
13	The tenderer shall quote rates both in figures and words. He shall also work out the amount for each item of work and write in both figures and words. On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed : i) When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct. ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct. iii) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
14	The tenderer should quote the rates after assessing the work requirement.
15	Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.
16	The Tender submitted by the tenderer shall remain valid for acceptance for a period of 120 days from of last date of submission of tender. The tenderer shall not be entitled during the said period of 120 days to revoke or cancel his tender or to vary the tender or any terms thereof.
17	All notices, communications, references and complaints made by the Security Agency or the Contractor concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
18	Bid must be received by the employer at the address specified above not later than the date and time; specified date for submission of bid being declared holiday by the Govt., the bid will be received up to the appointed time on the next working day.
19	The "Security Agency" shall indemnify the Under Secretary (Genl.), NDMA. For all losses/damages, whatsoever and shall be solely responsible for consequences of any untoward, uncalled for and unforeseen circumstances including accidents, if any.
20	NDMA does not bind to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.

## **SCOPE OF WORK:**

To provide security services for the protection of life and property against theft, pilferage, fire etc, safety of manpower, guiding visitors to the concerned officials, regulating entry of unwanted visitors/salesmen and maintenance of visitor register. To prevent entry of stray animals like dogs etc. round the clock patrolling of the campuses. Checking of gate passes and allowing the exit of material accordingly to regulate the entry and exit of vehicles.

## TERMS AND CONDITIONS:

1.	<b>Period of Contract:</b> The contract will be initially for a period of one year which may be extended further with mutual consent for a maximum period of six months.
2.	<b>Earnest Money Deposit (EMD) :</b> The EMD of Rs.1,00,000/- in the form of Demand Draft from any scheduled bank drawn in favor of DDO, NDMA, New Delhi, must accompany Part-I (Technical Bid). The EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD shall be forfeited (a) if a bidder withdraws his bid during the period of bid validity specified by the bidder on bid form or (b) in case of a successful bidder fails to sign the contract and fails to furnish performance security. In both the cases, the bidder will not be eligible to participate in the tender for one year from the date of issue of offer. Earnest money will be forfeited if the contractor fails to commence the work as per award letter for the work.
3.	<b>Performance Security Bond:</b> Performance Security Bond in the form of Bank Guarantee of 10% of the total order value should be furnished by the successful bidder from any scheduled bank and in the format provided in the Bid Document. The Bank Guarantee shall be kept with NDMA for a period of 14 months and shall be released after the successful completion of the contract.
4.	The offers submitted by downloading from NDMA website ( <a href="http://ndma.gov.in/ndma/tendersndma.html">http://ndma.gov.in/ndma/tendersndma.html</a> ) shall be considered valid only when accompanied by a demand draft for Rs.500/- (non-refundable) drawn in favor of DDO, NDMA, New Delhi payable at New Delhi towards the cost of tender documents indicated in the NIT.
5.	All the pages of quotations including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
6.	The requirement of security personnel will be purely need based. Therefore, the requirement may be increased or decreased as per requirement. NDMA will be under no obligation to hire any specific number of security personnel during the period of contract.
7.	NDMA reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
8.	The period of contract shall be initially for one year, and can be terminated by the NDMA by giving one month notice to the agency.
9.	The payment on account of enhancement/escalation charges on account of revision in minimum wages, statutory charges by the appropriate Govt. from time to time, shall be payable by the NDMA to the contractor.



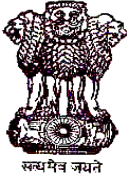
10.	Bonus under the Bonus Act 1965 will be paid to the contractor for further payment to its employees.
11.	The pre-receipted bill shall be submitted by the Security Agency in duplicate duly supported by proof of attendance; payment of statutory charges/subscription payment. Payment will be made against monthly bills supported by requisite documents. The bill format will be in the same format as quoted in the financial bid. The firm will submit the bill latest by 5 <sup>th</sup> of the followed month alongwith the satisfactory performance certificate to be issued by the Security Officer of NDMA.
12.	The rates and prices toward the service charges quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.
13.	The tenderer should have the PAN number and should attach a photocopy of the same.
14.	The tenderer shall have to execute an agreement with NDMA on a non judicial stamp paper of Rs.100/-.
15.	The Agency shall have to provide Telephone numbers for 24 hours' contact.
16.	The draft number of the EMD of Rs. 1,00,000/- should be clearly mentioned in the tender document.
17.	In case of any breach of the terms and conditions of the contract, the NDMA may write to the issuing bank of the bank guarantee for revocation of the same, in addition to any other action which may be taken by the Competent Authority.
18.	The agency should abide by rules laid down by any statutory authority relevant to the deployment of security guards.
19.	The agency shall indemnify NDMA against any liability due to noncompliance of statutory obligations by the agency for any reason whatsoever.
20.	The tender form is not transferable.
21.	The successful tenderer/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
22.	Any person who is in Govt. service or an employee of NDMA shall not be made partner to the contract by the tenderer/agency directly or indirectly in any manner, whatsoever.
23.	The agency shall provide statutory benefits to its Security Guards/Supervisors.
24.	The contract will be initially for a period of three months trial basis which may be extended to one year including three months of trial period on satisfactory completion of the trial period.
25.	Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.

26.	The rates quoted by the firm/agency and deployment of Security Guards will be applicable in Delhi/NCR.
27.	In case L 1 backs out, the tender shall be cancelled and NDMA may call for new bids.
28.	<p>The bid security may be forfeited:</p> <ul style="list-style-type: none"> <li>a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on bid form or</li> <li>b) In case of a successful bidder fails <ul style="list-style-type: none"> <li>(i) To sign the contract</li> <li>(ii) To furnish performance security</li> </ul> </li> </ul> <p>In both cases, the bidder will not be eligible to participate in the tender for some item for one year from the date of issue of offer.</p>

## QUALIFYING CONDITIONS:

Security Agencies with annual turnover of Rs. 25 Lakhs each year for last 2 years for security work, holding valid licence under contract Labour (Regulation & Abolition) Act, 1970, registered under Private Security Agencies (Regulation) Act 2005 and Delhi Private Security Agencies (Regulation) Rules, 2009 and also registered with EPFO, ESIC, having Service Tax registration and successfully carried out at least two security contracts of 20 or more security guards/supervisors in Govt./Semi-Govt. and / or Central Autonomous bodies, may apply with following details in part-I (Technical Bid):-

i.	Attested registration certificate of the Security Agency issued by the appropriate authority.
ii.	Attested copy of valid labour license from the Regional Labour Commissioner for specific number required for the contract under Contract labour (Regulation & Abolition) At, 1970.
iii.	Attested copy of valid Service Tax registration certificate
iv.	Attested copy of registration under Private Security Agencies (Regulation) Act 2005 and Delhi Private Security Agencies (Regulation) Rules, 2009.
v.	Attested copy of registration under EPFO
vi.	Attested copy of registration under ESIC
vii.	Status: Whether Proprietor/Firm/Company
viii.	Proof of atleast two successfully carried out security contract of 20 or more security guards in each contract, consisting of only ex -servicemen or properly trained security guards/supervisors in Govt./Semi-Govt. and / or Central Autonomous bodies (Please enclose satisfactory completion certificate of two contracts issued by Govt./Semi-Govt. and / or Central Autonomous Bodies).
ix.	List of clients.
x.	Copy of PAN & IT returns filed for the last two years
xi.	An undertaking that the security agency has not been blacklisted by any Government Department/Autonomous bodies as on the date of submission of the bid.
xii.	Attested copy of the annual turnover of Rs. 25 Lakh each year for last 2 years issued by the Chartered Accountant (CA).



Government of India  
**NATIONAL DISASTER MANAGEMENT AUTHORITY**  
NDMA Bhawan, A-1, Safdarjung Enclave,  
New Delhi -110 029



Name of the work: **ANNUAL CONTRACT FOR SECURITY SERVICE IN NDMA BHAWAN**

**DETAILED STATUS OF THE FIRM**

1.	Name of the firm	
2.	Address of the firm	
3.	Licence No. issued by Office of the Labour Commissioner (Attach copy)	
4.	Licence No. issued under the Private Security Agencies (Regulations) Act, 2005	
5.	Licence No. issued under the Delhi Private Security Agencies (Regulation) Rules, 2009.	
6.	EPF Account No. (Attach copy)	
7.	ESI Registration No. (Attach copy)	
8.	Annual turnover	
9.	Annual turnover of Rs.25 lakh each year for last two years (Attach copies)	
10.	Experience (in years) (Attach copy)	
11.	Customer's satisfaction certificate (in original) issued by the Deptt. where the contractor is rendering services	



Government of India  
**NATIONAL DISASTER MANAGEMENT AUTHORITY**  
NDMA Bhawan, A-1, Safdarjung Enclave,  
New Delhi -110 029



**RATE SCHEDULE / FINANCIAL BID**

**(to be submitted in Part-II (Price –Bid))**

Item No.	Item Description	Chief Security Supervisor			Shift Supervisor			Guard		
		Rate per head	No. of employees	total	Rate per head	No. of employees	total	Rate per head	No. of employees	total
1.	Minimum wage per month		1		3			9		
2.	EPF (13.61 %)									
3.	ESI ((4.75%)									
4.	Total (Sl. No. 1+2+3))									
5.	Weekly off/ Leave relief in lieu of Holiday / national Holidays (Subject to change on revision of minimum wages)									
6.	Total (Sl. No. 4+5)									
7.	Service charge (to be quoted in % on Sl. No.6 above)									
8.	Any other charges / tax etc.									
9.	Total (Sl. No. 6+7+8)									
10	Service Tax (on Sl. No.9)									
11	G. Total (Sl. No.9 + 10)									

**Note-1 ::**

In terms of Govt. of NCT of Delhi, Labour Department Order No.12(142)/02/MW/VII/3210 dated 08/10/2012 :-

Guard category will be Semi-Skilled,

Shift Supervisor category will be Non-Technical Supervisor Staff (Matriculate but not Graduates), and

Chief Security Supervisor category will be Non-Technical Supervisor Staff (Graduates and above).

**Note-2 ::**

Number of guards/supervisor as under (subject to increase/decrease on requirement basis):-

Guard = 09

Shift Supervisor = 03

Chief Security Supervisor = 01



	no case, shall a relationship of employer and employee between the said persons and the NDMA shall accrue/arise implicitly or explicitly.
2	That on taking over the responsibility of providing Contractor's Worker, the contractor shall formulate the mechanism and duty assignment in consultation with NDMA or his nominee. Subsequently, the contractor shall review work arrangement from time to time and advise the NDMA for further streamlining the system. The contractor shall further be bound by and carry out the directions/instructions given to him by the NDMA or the officer designated by the NDMA in this respect from time to time.
3	That the NDMA or any other person authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4	That in case of the persons so deployed by the contractor does not come upto the mark or does not perform his duties properly or indulges in any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the NDMA. Further, the contractor shall immediately replace the particular person so deployed on the demand of the NDMA, in case of any of the aforesaid acts on the part of the said person.
5	That the requirement of Security guards or posts identified is subject to change. The NDMA shall be under no obligation to hire a particular number of guards.

#### **B. CONTRACTOR'S OBLIGATIONS:**

1.	That the contractor shall provide the number of Contractor's workers in NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi-110029.
2.	That for performing the duties, the contractor shall deploy persons in eight hours shifts or as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined in performance of their duty. It is further agreed, that the Contractor shall engage medically and physically fit persons preferably below the age of 50 years.
3.	That the contractor shall submit details like name, age, sex, parentage, residential address (present & permanent), etc, along with a copy of latest passport size photograph of the persons deployed by him in the premises of NDMA Bhawan. For the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4.	That the guards so deployed shall be exclusively for duties in NDMA Bhawan. They should not be asked to do duty beyond eight hours duty in any other organization.
5.	That the security posts in NDMA Bhawan shall not be guarded by any other substitute guard, who has already performed eight hours duty for the day.



6.	That the contractor shall ensure that the persons so deployed do not allow any property of the NDMA Bhawan to be taken out of the premises without a valid Gate Pass signed by the designated officials of the NDMA. As a safeguard, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor.
7.	The contractor shall report promptly to Dy. Secretary (Admn.)/designated officer of the NDMA any theft or pilferage that takes place or where any attempt is made to that effect, and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets (moveable and immovable) of the NDMA and if there is any loss to the Authority, on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the NDMA.
8.	That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid service rendered to National Disaster Management Authority and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the NDMA indemnified from all acts of omission, fault breaches and /or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these the NDMA shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
9.	That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at NDMA Bhawan in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.
10.	That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.
11.	That the contractor shall be required to maintain permanent attendance register/roll at the NDMA Bhawan premises which shall be open for inspection and checking by the authorized officers of NDMA.
12.	That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of NDMA and shall on demand furnish copies of wage register/muster roll, etc.
13.	That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include army cut, ankles, boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. the seasonal equipment such as jerseys, gray coats in winters and raincoats in monsoon shall also be provided by the contractor at his cost and NDMA shall have no liability whatsoever on this account. The uniform shall be approved by the NDMA.

14.	The contractor shall take all reasonable precautions to prevent any unlawful riotous or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of NDMA.
15.	That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provision of shops and establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the NDMA a sum as may be claimed by NDMA.

**C. NDMA OBLIGATIONS:**

1.	That in consideration of the service rendered by the contractor, he shall be paid minimum wages, EPF, ESI, Gratuity/Terminal benefits, bonus, Charges for weekly off /Holidays /National Holiday, Service charges & service Tax as applicable on monthly basis.
2.	That payment on account of enhancement/escalation charges on account of revision in wages or statutory payments by the Govt. of India/Delhi Govt. from time to time shall be payable by the NDMA to the contractor.
3.	That the NDMA shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the service rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by contractor.
4.	The security deposit will be refunded, to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

**D. INDEMNIFICATION**

1.	That the contractor shall keep the NDMA indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case NDMA is made party and is supposed to contest the case, NDMA will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to NDMA on demand. Further, the contractor shall ensure that no financial or any other liability comes on NDMA in this respect of any nature whatsoever and shall keep NDMA indemnified in this respect.
2.	The contractor shall further keep the NDMA indemnified against any loss to the NDMA property and assets. The NDMA shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this

	contract.
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**E. PENALTIES / LIABILITIES:**

1.	That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at the risk and cost of the Contractor.
2.	That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the NDMA, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3.	The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the NDMA on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

**F. COMMENCEMENT AND TERMINATION:**

1.	That this agreement shall come into force <b>w.e.f .</b> .....(the date decided by the Authority) and shall remain in force initially for a period of three months, which may be extended, up to one year including the three months of trial period. This agreement may be extended on such terms and conditions as are mutually agreed upon on satisfactory completion of the trial period.
2.	That this agreement may be terminated on any of the following contingencies: - a) On the expiry of the contract period as stated above b) By giving one month's notice by NDMA on account of: i) Committing breach by the contractor of any of the terms and conditions of this agreement. ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the NDMA. c) The contractor being declared insolvent by Competent Court of Law.
3.	During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
4.	It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for NDMA.

**G. ARBITRATION:**

1	In the event of any question, dispute or difference arising under the Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitral Tribunal, hereinafter called the "TRIBUNAL" consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.
2	The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written

For and on behalf of  
National Disaster Management Authority  
A-1, Safdarjung Enclave, New Delhi- 110029

For and on behalf of the contractor \_\_\_\_\_

WITNESS

1.

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**PERFORMANCE SECURITY BOND FORM**

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt ----- (hereinafter called 'the said Contractor(s)' from the demand, under the terms and conditions of an agreement / (Work Order) No. ----- Dated ----- made between ----- and -- ----- for the supply of ----- (hereinafter called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- we, (Name of the bank) ----- (hereinafter referred to as 'the Bank') at the request of -----contractor(s) do hereby undertake to pay to the Government an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ AMC vendor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ AMC vendor(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/ Department) ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S)and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **One years and two months** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank) ----- further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the

said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government Against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ vendor(s).

7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the ----- day of -----.

For -----  
(Indicate the name of the bank)

Witnesses:-

1.

Telephone No.(s):-

STD Code-

FAX No.

E-Mail Address:-

2.