

## TENDER DOCUMENT

### SECTION - I

#### DETAILED INFORMATION/TERMS & CONDITIONS IN CONNECTION WITH THE TENDER FOR ANNUAL CONTRACT FOR THE FACILITY MANAGEMENT SERVICES OF NDMA OFFICE AT A-1 SAFDARJUNG ENCLAVE, NEW DELHI-110029

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi, on behalf of the President of India invites online bids in two bid systems (Technical & Financial) from the prospective contractors for a period of one year for the Annual Contract for the Facility Management Services of NDMA Office at A-1 Safdarjung Enclave, New Delhi as mentioned in the tender document at the offices located mainly at NDMA Bhawan, Safdarjung enclave and Lok Nayak Bhawan premises, Delhi etc. Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/app> . Tenderers/contractors are advised to follow the instructions provided as per **Annexure-IX** and also provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at above mentioned site. The schedule of the Critical Date Sheet is as under:-.

#### Critical Date Sheet

Sl. No.	Particulars	Date	Time
01	Date of Online Publication of Tender	08.10.2015	17.00 Hrs.
02	Tender Document Download Start Date	08.10.2015	17.30 Hrs.
03	Bid Submission Start Date	08.10.2015	18.00 Hrs.
04	Bid submission Close Date	02.11.2015	14.00 Hrs.
05	Opening of Technical Bids	02.11.2015	15.00 Hrs.

#### 1. Technical Bid

Technical bid should contain the following documents:

- Signed and scanned copy of the check list [as per annexure-VI].
- Signed and scanned copy of **authorization letter** for the bid opening [as per Annexure-IV].
- Signed and scanned copy of tender fee in the form of bank draft of Rs.500/- or signed and scanned copy of receipt/challan of RTGS payment in favour of PAO, NDMA.
- Signed and scanned copy of bid security in the form of bank draft for **Rs. 4,00,000/-** or signed and scanned copy of receipt/challan of RTGS payment in favour of PAO, NDMA.
- Signed and scanned copy of **power of attorney**.
- Signed and scanned copy of clause by clause compliance demonstrating substantive responsiveness to the commercial conditions by **signing and stamping on all the pages** of the original bid document No. 10-1/2015-Genl (containing 42 pages) by the authorized person/persons.
- Signed and scanned copy of certificate from Chartered Accountant regarding **Annual**

**Turnover of more than Rs. 2 (two ) crore business in last two financial years (2013-14 and 2014-15)** and signed and scanned copy of ITR for the financial years (2012-13 and 2013-14. (copy of balance sheet and profit and loss statements etc., need not be enclosed).

- h) Signed and scanned copy of **Valid Service Tax/Income Tax Registration** certificate with **PAN** and registration with EPF and ESI authorities.
- i) Certificate of **Incorporation/ Firm Registration** Certificate.
- j) Signed and scanned copy of Article of **Memorandum of Association / proprietorship deed** certificate.
- k) Signed and scanned copy of document in support of **experience** of contract for Facility Management Services **during last two years (2013-14 and 2014-15) in Govt. Deptts./PSUs .**
- l) Signed and scanned copy of certificate of **satisfactory performance** from two clients with Govt. Deptts./PSUs for the **last one year (2014-15)** who have taken Facility Management Services from the bidder.
- m) Signed and scanned copy of **two running contracts** of providing Facility Management services in Govt. Deptts./PSUs in premises with minimum 40 persons or 30,000 sq. ft area. These persons should be from the respective field only as indicated in the “Scope of work” in the tender document.
- n) Signed and scanned copy of no near relative certificate as per **Annexure-VIII.**
- o) Signed and scanned copy of VAT registration.

## **2. Financial Bid**

Price Bid to be uploaded online as prescribed BOQ\_XXXX format attached in this tender.

## **3. SUBMISSION OF BID**

- 3.1 The tender document can be downloaded only from [www.eprocure.gov.in](http://www.eprocure.gov.in) and can only be submitted through the same website. Scanned copies of all the documents as mentioned in Clause-1 above including scanned copies of Tender Fees and EMD in the form of demand draft or signed and scanned copy of receipt/challan of RTGS payment in favour of PAO, NDMA should be submitted with e-bid.
- 3.2 It is also required to submit hardcopies of EMD & Tender Fee (in case of bank draft/bankers cheque) in original instruments in a sealed envelope superscripted for “Annual Contract for the Facility Management Services of NDMA Office at A-1 Safdarjung Enclave, New Delhi” and addressed to “Under Secretary (General), National Disaster Management Authority, NDMA Bhawan,A-1, Safdarjung Enclave, New Delhi- 110029” at Main Reception, NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi – 110029 on or before the closing date and time.
- 3.3 Bidders who had downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with NDMA.
- 3.4 Intending bidders are advised to visit CPPP website <http://eprocure.gov.in> at least three days prior to closing date of submission of tender for any corrigendum/addendum/amendment.

#### 4. OPENING OF THE BID

- 4.1 Technical Bids will be opened as per Critical Date Sheet.
- 4.2 Financial Bids of the eligible bidders will be opened on a later date. The date & time for opening of Financial Bids will be announced later.
- 4.3 Offline Bids will not be accepted under any circumstances.

#### 5. TENDER FEE

- 5.1 Tender Fee of Rs. 500/- (Rupees five hundred only) in the form of Demand Draft/Banker's Cheque in favour of the DDO, NDMA payable at New Delhi should be submitted as mentioned in clause 3 of this tender document or the Tender Fee may be deposited electronically by RTGS in favour of **'PAO, NDMA' payable at 'New Delhi', Bank Name-State Bank of India, Safdarjung Enclave, New Delhi, Account Number: 31454767006, IFSC Code: SBIN0013182.**

#### 6. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY.

- 6.1 EMD of Rs. 4,00,000/- (Rupees four lakhs only) in the form of Demand Draft/Banker Cheque from any scheduled Bank in Delhi/ New Delhi in favour of "**Drawing & Disbursing Officer, National Disaster Management Authority, New Delhi-110029**" should be submitted as mentioned in clause 3 of this tender document. EMD should be **valid** for a period of **45 days** beyond the final bid validity period or the EMD may be deposited electronically by RTGS in favour of **'PAO, NDMA' payable at 'New Delhi', Bank Name-State Bank of India, Safdarjung Enclave, New Delhi, Account Number: 31454767006, IFSC Code: SBIN0013182.** Bidders are required to submit the details of EMD payment at the time of bid preparation.
- 6.2 The bid security of the unsuccessful bidder will be discharged /returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. EMD of the successful bidders will be returned only after receipt of Performance Security.
- 6.3 The amount of EMD is liable to be forfeited if the tenderer refuses the offer after submission of the tender or after the acceptance of the offer by the NDMA or fails to sign the contract or to remit the Performance Security Deposit. **The bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of NDMA in this regard.**
- 6.4 No interest will be paid by the NDMA on the EMD/Performance Security deposited.
- 6.5 The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits and credit facility certificate must be delivered to the Under Secretary (General), National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi- 110029" at Main Reception, NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi – 110029 on or before the closing date and time. Tendered shall likely to be liable for legal action for non-submission of original payment instrument like Demand Draft/Pay Order etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.

## SECTION - II

### INSTRUCTIONS TO BIDDERS

#### **1. DEFINITIONS:**

- (a) "The NDMA" means the National Disaster Management Authority.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Service provider" mean the Companies/Firms/Agencies providing "Annual Contract for the Facility Management Services" under the agreement.
- (d) "The Goods" means the items the vendor is required to provide Facility Management Services of the NDMA, under the contract.
- (e) "The Advance Work Order"(AWO) means the intention of NDMA to place the Work Order on the bidder.
- (f) "The Work Order" means the order placed by the NDMA on the Service provider signed by the NDMA including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Agreement" as per Annexure-I.
- (g) "The Contract Price" means the price payable to the Service provider under the Work Order for the full and proper performance of its contractual obligations.
- (h) The selected bidder herein after called as service provider of providing "Annual Contract for the Facility Management Services of NDMA", will undertake to provide the requisitioned services to NDMA subject to the terms and conditions contained in the agreement for which an agreement prescribed by NDMA has to be signed.
- (i) The agreement will be for "Annual Contract for the Facility Management Services of NDMA", under the agreement and no extra charges will be payable by the Authority for any other service. It will be the responsibility of the company/firm/agency to provide requisitioned services.
- (j) Payment will be made on monthly basis upon satisfactory performance from the date of receipt of valid bills to the NDMA. The bill shall be submitted in duplicate to the Under Secretary (Gen), duly signed by the contractor.

#### **2. COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of the bid. The NDMA, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **3. BID DOCUMENTS:**

3.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Tender Notice
- (b) Instruction to Bidders
- (c) General (Commercial) Conditions of the Contract
- (d) Schedule of Requirements
- (e) List of items to be maintained
- (f) Format for Contract form
- (g) Format for Bid Form
- (h) Format for Performance Security Bond Form
- (i) Format for Letter of authorization to attend bid opening
- (j) Price Schedules
- (k) The check list

3.2 The Bidder is expected to go through all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid at the technical bid opening stage.

### **4. CLARIFICATION OF BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify the NDMA in writing at the NDMA's mailing address indicated in the Invitation for Bids. The NDMA shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than one week prior to the last date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the NDMA shall be sent to all the prospective bidders who have received the bid documents.

### **5. AMENDMENT OF BID DOCUMENTS:**

5.1 At any time, prior to the date of submission of bids, the NDMA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

5.2 The amendments shall be notified in writing or by Fax or by e-mail to all prospective bidders on the address intimated at the time of purchase of bid document from the NDMA and these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the NDMA may, at its discretion, extend the deadline for the submission of bids suitably.

## **6. DOCUMENTS COMPRISING THE BID:**

The bid prepared by the bidder shall comprise of **(1) The Technical bid and (2) Financial bid:**

6.1 The **Technical Bid** shall contain the documents as mentioned in clause 1 of section-I of tender document.

6.2 The Financial Bid shall contain the documents as mentioned in clause 2 of Section-I of tender document.

**Note: All the documents submitted (whether original or photocopy) in the bid must be legible, otherwise the bid is likely to be rejected.**

## **7. BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents as per Annexure- II and Annexure-V respectively.

## **8. BID PRICES:**

8.1 The bidder shall give price schedule given in Annexure-V. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the NDMA.

8.2 The Rates quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected. If the bidder quotes two rates under different options, the lowest rate will be taken into account.

8.3 The unit price quoted by the bidder shall be in sufficient detail to enable the NDMA to arrive at prices offered for each package in Annexure - V.

8.4 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc. into account.

## **9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

9.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the documents or whichever is required as per clause 1 of Section-I of tender.

## **10. DOCUMENTS ESTABLISHING SERVICES IN CONFORMITY TO BID DOCUMENTS:**

10.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all services, which he proposes to render under the contract.

10.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of literature and data and shall furnish a clause-by-clause compliance on the NDMA's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/ persons. In case of deviations a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification (Section-II) and commercial Conditions (Section-III) and Schedule of requirements (Section-IV) shall not be considered.

10.3 For purposes of compliance to be furnished pursuant to clause 10.2 above, the bidder shall note that the standards for workmanship and material and reference to brand names or catalogue number, designated by the NDMA in its Technical Specifications are intended to be descriptive only and not restrictive.

#### **11. PERIOD OF VALIDITY OF BIDS:**

11.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the NDMA, pursuant to clause 13.1, a bid valid for a shorter period shall be rejected by the NDMA as non-responsive.

11.2 In exceptional circumstances, the NDMA may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 6 Section-I shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be permitted to modify his bid.

#### **12. DATE FOR SUBMISSION OF BIDS:**

12.1 Bids must be received by the NDMA at the address specified under Section-I of tender document.

12.2 The NDMA may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 5 in which case all rights and obligations of the NDMA and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **13. OPENING OF BIDS:**

13.1 The Technical bids shall be opened in the presence of bidders or his authorized representatives who choose to attend on opening date and time. The Bidder's representatives, who are present, shall sign their attendance in a register. The Authority letter (Annexure-IV) to this effect shall be submitted by the bidder before they are allowed

to participate in bid opening.

13.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

13.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the NDMA, at its discretion, may consider appropriate; will be announced at the opening.

#### **14. CLARIFICATION OF BIDS:**

14.1 To assist in the examination, evaluation and comparison of bids the NDMA may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

#### **15. TECHNICAL EVALUATION/ TECHNICAL BID OPENING:**

15.1 NDMA shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order as per the checklist given at Annexure-VI.

15.2 Prior to the financial Bid opening, pursuant to 16, the NDMA will determine technical qualification of each technical bid to the Bid documents. For purposes of these clauses, a technically qualified bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The NDMA's determination of bid's technical qualification is to be based on the contents of the bid itself without recourse to extrinsic evidence.

15.3 A bid determined as technically non-qualified will be rejected by the NDMA and shall, not subsequent to the bid opening, be made technically qualified by the bidder by correction of the non-conformity.

15.4 A team of NDMA officials may visit premises of the firm and premises of offices where contracts are currently being executed to decide marks.

15.5 Financial Bids of only those bidders shall be opened who are found to be technically qualified and who comply with the terms, conditions and requirements envisaged in this tender document.

15.6 Incomplete offers received will be treated as non-responsive and will be considered as technically unqualified offers.

#### **16. FINANCIAL EVALUATION/FINANCIAL BID OPENING OF TECHNICALLY QUALIFIED BIDDERS:**

16.1 The NDMA shall open financial bids and evaluate the bids previously determined to be



technically qualified pursuant to clause 15. Only technically qualified successful bidders or his authorized representatives would be called to attend opening of financial bids. The financial bids of non qualified technical bidders shall not be opened.

16.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the NDMA. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Service provider does not accept the correction of the errors, his bid shall be rejected.

16.3 "Contract would be awarded to the lowest evaluated bidder, whose bid has been found responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions of this bid document. Financial evaluation would be done on the basis of the consolidated price of all the packages including all taxes and levies excluding service tax.

16.4. Instructions/rules of Govt. regarding minimum wages of each category should be strictly followed.

## **17. CONTACTING THE NDMA:**

17.1 Subject to Clause 14, no bidder shall try to influence the NDMA on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

17.2 Any effort by a bidder to influence the NDMA in the NDMA's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

## **18. NDMA'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The NDMA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the NDMA's action.

## **19. AWARD OF CONTRACT:**

19.1 The NDMA shall consider placement of orders for "Annual contract for Facility Management Services of NDMA" on that bidder whose offers have been found technically, commercially and financially acceptable.

## **20. NDMA'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**

The NDMA reserves the right at the time of award of contract or during the continuance of the contract to decrease or increase the packages offered for "Annual contract for Facility

Management Services of NDMA” on the basis of reduction by virtue of expiry of life of the item or addition after expiry of warranty period and services specified in the schedule of requirement without any change in unit price for similar configured packages on the same terms and conditions.

## **21. ISSUE OF ADVANCE WORK ORDER:**

21.1 The issue of an Advance Work Order shall constitute the intention of NDMA to enter into the contract with the bidder.

21.2 The bidder shall within 15 days of issue of an advance work order give his acceptance along with performance security in conformity with Annexure III provided with the bid documents.

## **22. SIGNING OF CONTRACT:**

22.1 The issue of work Order shall constitute the award of contract on the bidder.

22.2 Upon the successful bidder furnishing of performance security, the NDMA shall discharge its bid security, pursuant to Clause 6 of Section-I.

## **23. ANNULMENT OF AWARD:**

23.1 Failure of the successful bidder to comply with the requirement of 22 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the tender shall be cancelled and NDMA may call for new bids.

23.2 In case L1 backs out, in which event, the tender shall be cancelled and NDMA will call for new bids. In such case, the bid security shall be forfeited.

## **24. PERIOD OF CONTRACT:**

24.1 The contract will initially be valid for a period of one year from the date of award and may be extended further for a period less than or upto 6 months subject to satisfactory performance of the Firm and subject to the approval of the competent authority and mutually agreed terms and conditions. The rates quoted will remain in force for the full period of contract including the extended period. No demand for revision of rate on any account shall be entertained during the contract period.

## SECTION – III

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### **1. APPLICATION:**

The General Conditions shall apply in contract made by the NDMA for “Annual Contract for Facility Management Services of NDMA”.

#### **2. STANDARDS:**

The services provided under this contract shall conform to the standards prescribed in the schedule of requirements as mentioned in Section-IV.

#### **3. PERFORMANCE SECURITY:**

3.1 The service provider shall furnish Performance Security to the NDMA for an amount of 10% of contract value in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank as in Proforma of Annexure-III.

3.2 The Performance Security shall be valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider including warranty obligations. In case of extension of Tender, the Performance Security is to be extended correspondingly.

3.3 The Bid Security shall be refunded to the successful bidder on receipt of Performance Security.

3.4 The Performance Security Bond will be discharged by the NDMA after completion of the service provider's performance obligations under the contract.

3.5 In the event of breach of contract by the service provider in terms of the contract signed by him, Performance Security will be forfeited and credited to NDMA Account.

#### **4. Terms of Payment:**

Bills for payment should be submitted at the end of each month (in triplicate) along with certificates for the satisfactory performance to be obtained from the Section Officer (G) and paid challan of the Bank for the previous month for depositing of ESI and PF indicating name and amount remitted. The satisfactory performance certificate will be countersigned by the Authorized Officer of NDMA, as the case may be. Format of bill will be mutually decided with the Contractor. During the year of Contract payments to the firm will be released on monthly basis after satisfactory performance certificates are given by all Members of the Facility Management Committee constituted for this purpose. The Committee has been looking after the work and performance of services provided by Facility Management Service Provider and each Member of the Committee has been giving their independent inputs to the Committee in respect of their respective floors entrusted to them. The Committee has also been entrusted with the work of giving a performance certificate at the end of the month. The payment to the firm will be made on the basis of this certificate.

## **5. PRICES:**

The payment on account of enhancement / escalation charges on account of revision of minimum wages, statutory charges by the appropriate Govt. from time to time, shall be payable by the NDMA to the contractor.

## **6. SUB CONTRACTS:**

No sub-contracting is permissible.

## **7. TERMINATION FOR DEFAULT:**

7.1 The NDMA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service provider, terminate this Contract in whole or in part:-

(a) If the service provider fails to maintain facility management services within the time period(s) specified in the Contract or any extension thereof granted by the NDMA pursuant to Clause 5 of section IV.

(b) If the service provider fails to perform any other obligation(s) under the Contract: and

(c) If the service provider, in either of the above circumstances, (s) does not remedy his failure within a period of 30 days (or such longer period as NDMA may authorize in writing) after receipt of the default notice from NDMA.

7.2 In the event the NDMA terminating the contract in whole or in part, pursuant to Para 9.1, the NDMA may get the maintenance work done for the remaining period of the contract, upon such terms and in such manner as it deems appropriate, and the service provider shall be liable to NDMA for payment of expenditure incurred by them on such maintenance services. However, the service provider shall continue performance of the contract to the extent it has not been terminated.

7.3 NDMA reserves the right to terminate the contract at any time or stage during the period of contract, by giving one month's notice in writing without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for providing services to NDMA already performed in terms of the contract, the same would be paid to it as per the contract terms.

## **8. TERMINATION FOR INSOLVENCY:**

The NDMA may at any time terminate the contract by giving written notice to the Service provider, without compensation to the service provider, if the service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the NDMA.

## **9. ARBITRATION:**

9.1 In the event of any question, dispute or difference arising under this 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.

9.2 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.

## **10. FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the NDMA as to whether the works have been so resumed or not shall be final and conducive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

Provided also that if the contract is terminated under this clause, the NDMA shall be at liberty to take over the contractor at a price to be fixed by the NDMA which shall be final, all un-used, un-damaged and acceptable materials, brought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the NDMA elect to retain.

## **11. SET OFF:**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the NDMA or any other person or persons

contracting through the NDMA and set off the same against any claim of the NDMA or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with NDMA or such other person or persons contracting through NDMA.

## **12. PENALTY CLAUSE/DAMAGES:**

a) In case the services are found deficient on any particular day(s), the NDMA will deduct the proportionate contract amount for the particular package, apart from levying suitable penalty for unsatisfactory services. If unsatisfactory performance is noted for more than seven days but not exceeding fifteen days, the NDMA may issue orders for deduction of 50% amount of the total monthly bill which is inclusive of deduction of charges for proportionate period and penalty amount. Unsatisfactory performance for more than fifteen days will authorize the NDMA to terminate the contract without any notice and the performance security of the contractor will be liable to be forfeited.

b) Further, the contractor shall be fully responsible for any damages caused to the property of the government by his men during carrying out any works and this office will be entitled to recover suitable amounts against such loss/damages from the monthly bills payable to him or recover the same from the performance security.

## **13. DURATION OF THE CONTRACT:**

Normally the contract will be awarded for One year from the effective date of contract. However, extension for a period of less than or up to 6 months will be considered keeping in view various factors including satisfactory performance of the firm.

## **14. EFFECTIVE DATE OF CONTRACT**

The date from which contractor starts working for the services as per contract.

## **15. MANPOWER REQUIREMENTS:**

Manpower deployment plan to be submitted as given in the "scope of work". It shall be the responsibility of the contractor to provide additional manpower, if needed, to satisfactorily performance of the given tasks. It should also be ensured that sufficient reserve are kept by the contractor to provide as leave substitute such that the number of workers does not fall below the minimum number agreed. An attendance register or muster roll will be kept by the supervisor which may be checked by the authorized officer of NDMA on daily basis or at random. Manpower requirement can be increased or decreased during the period of contract by NDMA.

**16. MATERIAL AND CONSUMABLES:**

The contractor shall provide all equipment and all consumable items of standard brands/make necessary for rendering the services as per the Contract. All such material to be used shall be first approved by the authorized officer of NDMA.

**17. ADDITIONAL WORK CLAUSE:**

At any stage or on any day, if there is a requirement of additional work, the NDMA can requisition services of additional manpower by giving advance information of minimum three days to the contractor. This may involve services of Carpenter, Masons, and Painters etc. The payment for additional manpower will be made on mutual agreed terms and conditions by both parties.

**18. COMPLIANCE WITH RULES AND REGULATIONS:**

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable bylaws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or Corporation, municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, Bylaws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions to its employees, servants or agents engaged in the performance of the work specified in the contract documents. If the contractor shall require any assignee or subcontractor to share any portion of the work to be performed hereunder, it may be assigned, subleased or subcontracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the Government harmless and indemnified from and against any/ all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or subcontractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

## Terms and Conditions/Scope of Work for Facility Management Services

### **1. General Conditions:**

1.1 The personnel engaged for the services in the NDMA shall be the employees of the contractor and will take their remuneration/wages from the contractor. They will have no claim of whatsoever nature including monetary claims or any other claim or benefits from the NDMA.

1.2 The contractor shall make its own arrangement for commuting the personnel requisitioned, to the NDMA's office, wherever located in the areas of New Delhi/Delhi and back.

1.3 The contractor will furnish to the NDMA the full particulars of the personnel sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address, etc., and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police, and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the NDMA. NDMA will be kept informed of any changes in the personnel.

1.4 The contractor shall provide uniforms of different colors to the different categories of personnel sponsored by him. The different colors of uniforms shall be decided mutually.

1.5 The contractor shall comply with all rules and regulations regarding safety and security of its employees and the NDMA will in no way be responsible in any manner in case of any mishap to its personnel.

1.6 The personnel provided shall be under the direct control and supervision of the contractor. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the NDMA from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the NDMA.

1.7 The contractor shall not subcontract the services of personnel sponsored by them.

1.8 The contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and their quality of work deteriorates during the course of their services, the contractor shall provide replacement services of suitable personnel.

1.9 During the subsistence of the contract, the NDMA shall not undertake any monetary liability other than the amount payable to the contractor as per the contract for the services of personnel provided by them. Other liabilities, if any, shall solely rest with the contractor. Even if the NDMA has to bear such liabilities on unforeseen circumstances/occasions, the NDMA will recover such amounts from the contractor by adjusting amounts payable to them.

1.10 TDS on account of Income Tax/WCT in accordance with DVAT as applicable will be deducted from the monthly payments of the contractor.



## 2. SCOPE OF WORK:

The Facility Management Services

The Facility Management Services Contract shall comprise of the following Packages:-

Package	Short Description	Manpower
I	Building upkeep services	15 Nos. (Housekeeping Supervisor - 01, Housekeeping Boys/Maid - 14)
II.	Electrical and Civil Operations And Maintenance	16 Nos. (Facility Manager - 01, Technical Supervisor - 01, DG Operator - 01, Electrician - 04, Plumber - 01, AC Technician - 01, Lift Operator - 02, Fire Technician - 01, Technical Assistant – 04)
III.	Front Desk Management Services	02 Nos
IV.	Horticulture/Gardening Management	01 Nos.
V.	Pantry Services	06 Nos.

The detailed information regarding the Office Complex, Scope of work, terms and conditions are given here under :-

### 2.1 BUILDING DETAILS :

S.No.	Description	Floor Area (in sq.ft.) (approximate)	Remarks
1.	Area of plot	28365	Accommodating four storied office building, Parking, Drive Way, DG Set, HT/LT Room, Transformer room, Pumps room, Guard Room, Landscaped area etc.
2.	Covered area	25,800	Office area : including office of Vice Chairman and Members, Secretary and other senior officers, Reception cum Waiting area, Auditorium, Operations Room, Closed Cabins, Lift Lobbies, Toilets, Pantries etc.
3.	Roads Surroundings	21,945	Includes Security room, Machine room etc.
4.	Terrace	5,400	

#### 2.1.1 TOILETS

##### a. GROUND FLOOR

##### (i) Gents Toilet

Water Closet : 1 no. (Indian/European)  
Urinals : 3 nos.  
Wash basin : 2 nos.

(ii) Ladies Toilet

Water Closet : 2 no. (1 Indian and 1 European)

Wash basin : 1 nos.

b. FIRST FLOOR

(i) Gents Toilet

Water Closet : 1 no. (Indian/European)

Urinals : 4 nos.

Wash basin : 2 nos.

(ii) Ladies Toilet

Water Closet : 2 no. (1 Indian and 1 European)

Wash basin : 2 nos.

(iii) Attached Toilet

Four toilets attached with the offices of Members

Water Closet : 1 no. (Indian/European)

Wash basin : 1 nos.

c. SECOND FLOOR

(i) Gents Toilet

Water Closet : 1 no. (Indian/European)

Urinals : 4 nos.

Wash basin : 2 nos.

(ii) Ladies Toilet

Water Closet : 2 no. (1 Indian and 1 European)

Wash basin : 2 nos.

(iii) Attached Toilet

Four toilets attached with the offices of Members

Water Closet : 1 no. (Indian/European)

Wash basin : 1 nos.

d. THIRD FLOOR

(i) Gents Toilet

Water Closet : 1 no. (Indian/European)

Urinals : 4 nos.

Wash basin : 2 nos.

(ii) Ladies Toilet

Water Closet : 2 no. (1 Indian and 1 European)

Wash basin : 2 nos.

(iii) Attached Toilet

Two toilets attached with the offices of VC and Secretary

Water Closet : 1 no. (Indian/European)

Wash basin : 1 nos.

2.1.2 Pantry: Each floor is having 1 no. pantry from Ground floor to Third floor. Each Pantry will be provided with RO water purifier, refrigerator and microwave oven.

2.1.3 Over head water tanks: 2 nos. with capacities of 10,000 KL each (Total capacity – 20,000 KL).

2.1.4 Under Ground water tanks : 2 nos. with capacities of 75,000 KL each.

2.1.5 Lifts: 2 nos. Ground Floor to Third Floor.

2.1.6 Staircases: One main staircase near the lifts from ground floor to the terrace.

2.1.7 Fire escape: One fire escape.

2.1.8 Vertical exposed faces of building including curtains, wall, glazing/granite stone cladding (facades).

2.1.9 Details of the installed machines room (location):-

(a) Sub-station 1 transformer (630 KVA) on ground floor.

(b) DG Room – 2 nos DG sets, one set of 320 KVA & second set of 250 KV.

(c) Backup power (UPS) KVA and Battery room.

(d) Fire fighting system: Hydrant and pumps installed in Pump Room.

(e) Water supply system – 2 nos. water lifting pumps, 3 nos. water pumps for Hydrant.

## **SPECIAL CONDITIONS OF THE CONTRACT**

1. The special conditions of contract shall supplement the General (commercial) conditions of the contract and wherever there is a conflict, the provisions herein shall prevail over those general conditions.
2. NDMA, reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
3. NDMA reserves the right to disqualify a bidder for a suitable period in case who fail to honour its bid without sufficient ground. The decision of the Secretary, NDMA will be final in this regard.
4. Any liability under any Act or Statute shall be of the contractor and under no circumstances shall O/o NDMA assume responsibility.
5. The successful contractor shall be required to put the contract into operation latest by the dates from which they are to come under AMC failing which the contract may be cancelled by this Department without assigning any further reason and the security deposit by the contractor shall be forfeited.
6. The contractor shall be responsible for smooth and satisfactory Facility Management Services. A certificate shall be obtained from the designated committee at the end of month to the effect that the House-keeping and other works as per contract is satisfactory during the whole month and no complaint left unattended for more than three days. Proportionate deductions shall be made from the bills of the contractor if fails to perform the duty to the satisfaction.
7. The successful contractor shall be required to do the work during the entire period at the rates that are approved on the basis of the quotation. If for any reason, the firm is not able to do the work, the same shall be got done from some other firm or from the open market at the cost of the contractor and the expenditure incurred thereon shall be recovered from him. This may even entail the termination of the contract and forfeiture of the security deposit.
8. In case the contractor fails to cope with the workload or does not render satisfactory services the contract awarded to him shall be cancelled forthwith without giving any notice or without assigning any reason whatsoever and his security deposit and payment due to him, if any, shall be forfeited. In this connection, decision of the Director (Administration) shall be final and binding on the contractor.
9. Any sum of money due and payable to the contractor (including security deposit) can be appropriated by this Department for being set off against any claim of this Department for payment of a sum of money arising out of this or under any other contract entered into with the contractor by this Department and / or such other person/persons.
10. The decision of the Secretary, NDMA would be final in all respects. However, any dispute arising out of the contract would be within the jurisdiction of Delhi High Court. NDMA also reserves the right to terminate the contract at any time without assigning any reason.

11. The Performance Security amount shall be released after satisfactory completion of services on expiry of contract. The above is a tentative schedule of payment and does not confer any legal or other right on the contractor to proceed against the Department if the payment gets delayed due to budgetary or other unforeseen reasons.
12. The quotation shall be sent in the enclosed quotation Performa devised for the purpose and its columns or their arrangements shall neither be tampered with not amended/ modified.
13. No sub-contracting is permissible.
14. The employee of NDMA or their near relatives working in the National Disaster Management Authority either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as: Members of a Hindu Undivided Family; they are husband and wife; the one is related to the other in the manner as father, mother son (s), son's wife (daughter- in - law), Daughter (s) & daughter's husband ( son-in-law ), brother(s) & brother's wife, sister (s) husband (brother-in-law). The bidder shall complete the Annexure-VIII.
15. TDS applicable will be deducted from the payable amount of the bill.
16. The contractor shall abide with all local/municipal/state/central laws and regulations. The contractor shall also ensure that the minimum wages as per prevailing laws are paid to the employee.
17. Payment of all kinds of Government taxes in Delhi will be the liability of the contractor.
18. The evaluation shall be done on L-1 rates on package basis of all the works as given in financial bid form. The comparison for evaluation shall be of consolidated price of the works inclusive of all Taxes and levies.

### **SERVICES TO BE PROVIDED**

#### **PACKAGE-I BUILDING UPKEEP SERVICES INCLUDING EQUIPMENT AND CONSUMABLES:**

Broad details of work covered under the scope is enumerated as follows:

(a) Building Upkeep Services (Housekeeping) of NDMA office including Sweeping, Dusting, Rubbing, Moping, Washing, (as per requirement of the area and nature of surface) of Reception Area, Offices, Closed Chambers, Cabins, Workstations, Meeting Rooms, Conference Halls, Auditorium, Library, Attached Toilets, Common Toilets, Lift Lobbies, Corridors, Pantries, Glass Panels, Granite Claddings, Mural Art Work, Stairs, Fire Escape, Terrace, Mumty Roofs, floors of different types including Wooden floors, etc.

(b) The external area outside main building including, Roads, Pathways, Interlocking Tiles, Open

Area, Boundary Walls, Security Guard Room, Machine Room etc. is to be cleaned regularly.

(c) Thorough cleaning of Toilets and Urinals using best quality liquid including Detergents by putting naphthalene balls in all the urinals and air purifiers in each toilets. Reception and common area may be cleaned frequently. Common toilets and toilets attached with Conference Room may be cleaned/flushed at regular intervals so as to keep them thoroughly cleaned at all times. The toilets to be provided with soap containers of good makes/brand and shall be refilled with the same brand of liquid soap pouch.

(d) At least 6 no. Naphthalene Balls in each urinal and 01 set of Odonil in each wash basin in the toilet is to be kept at all times. These Naphthalene Balls shall be replaced before they become too small and clog drain holes.

(e) Contractor to arrange to install and maintain adequate numbers of automatic scented air purifiers of approved quality in all chambers, cabins, reception, lobbies, halls, meeting rooms, etc.

f) Weekly cleaning of Water Coolers to be arranged. This includes flushing of water coolers, and cleaning with suitable detergents. The contractor shall ensure that no damage is caused to the water coolers.

(g) Collection of waste paper from rooms, waste paper baskets, lobbies etc and putting in bags at specified locations.

(h) Collection and disposal of garbage generated in the pantry, canteen, building at specified locations as identified by the NDMA.

(i) Cleaning of entire Wooden, Steel Furniture, Partitions, Railings, Doors, Windows, Venetian Blinds, Glass Panes, Coolers Racks, Sofas, Telephones, Central Tables, Air Conditioners, Fans, Pelmetts, Curtains, all exposed Articles/ items, vertical exposed faces of the building including Walls, Granite Stone, Cladding(Facades), Mural Art Work, etc.

(j) Cleaning of spaces below Flower Vases, Ornamental Plants and Pots; lifting carrying and disposing the dead birds/animals etc. if found in the vicinity of office building.

(k) Cleaning of Substation, DG Set, Pump House, Battery Room, UPS Room, Water Supply Tank (overhead & underground), Security Guard Room and any other work besides the above as instructed by the authorized officer of NDMA as and when required.

(l) All Chambers, Manholes, catch basins, drains etc. and lines within the said premises of the client to be kept clear at all times. Regular cleaning, desalting and choking, if any, shall be attended promptly.

(m) Contractor shall also take into consideration the equipment, tools and tackles to be utilized to carry out the works as per specification. The equipment to be used for Housekeeping work shall be sophisticated and modern.

(n) Shifting of office furniture and other items within office complex is also responsibility of contractor and for which no extra payment is to be given by NDMA.

(o) Clean, washed towels to be provided in toilets of VC/Members/Seniors Officers and paper napkins/ towels in other toilets by the Contractor.

(p) Contractor to ensure that proper uniforms are provided to all the housemen, house women and supervisor. Without proper uniform they will not be allowed to enter in the office premises by the security staff.

(q) Contractor to provide Pest Control Services to control insects, Flying Silver Fish, Rodent and others by means of spray fumigate on all floors, external areas. For rodent control, the agency has to provide rodent catcher/pads. The floors and office areas including pantry area should be free from rodent.

(r) The Pest Control Services are to be provided by experienced staff having requisite license/certificate

(s) Areas infested with different pest are treated with different pesticides which are more specific to particular pests.

(t) The timings are to be arranged in such way that the supervisor will be available from 7.00 A.M. to 7.00 P.M. on all working days and Saturdays. On Sundays and Holidays minimum 50% staff must be deployed by the agency from 8.00 AM to 3.00 PM. However, this may vary as per requirement.

(u) Contractor to ensure that adequate numbers of cleaning staff with one Supervisor are available upto 7.00 P.M. daily for emergency cleaning or other works. For ladies toilet, female cleaning staff to be provided.

## **PACKAGE II ELECTRICAL AND CIVIL OPERATIONS AND MAINTENANCE:**

### **CIVIL:**

Plumbing: Repairing of Toilets, Fittings/Flushing Cistern, Wash Basin, Bottle Trap, Sensor, changing of Washer/Face of Tap, Choking of Sewer Line, maintenance of Water Supply Line, maintenance of Water Line to the garden, replacement of Ball Valve, extension of Water Connections at different locations, Water Coolers, Operation of water supply system, Fountains and Sprinkler system of Lawns.

### **ELECTRICAL:**

(i) Operation and maintenance of the internal and external lighting of the building including replacement of Fuse, Light Fittings, damaged Wires, Cables, Switches , providing New Points etc. and to ensure power supply to all Electrical System installed in the Building round the clock (24x7, 365 days).

(ii) Operation of DG Sets including checking and filling of Oil, maintaining records for run of DG

Sets and routine checking of DG Sets and minor maintenance.

(iii) Operation of Lifts including its cleaning and minor maintenance.

For the above works Contractor has to provide **One Technical Supervisor** to take care of Technical things as now most of the technical equipments are out of Warranty.

### **PACKAGE III FRONT DESK MANAGEMENT SERVICES:**

The Scope of Services to be provided by Front Desk Management shall include but not limited to the following:-

- (a) To attend all the outside visitors.
- (b) To escort VIPs/guests to VC/Members office and senior officials.
- (c) To attend to all incoming and outgoing telephone calls at reception of office complex.
- (d) To maintain the visitor register and issue visitor entry passes to the concerned and properly guide them to meet the required official in appropriate manner.
- (e) To control the telephone exchange EPBX during working hours from 08.30 A.M. to 06.30 P.M.
- (f) For any function to be organized by NDMA within or outside the above office complex, the required services related to desk management may be provided within Delhi .
- (g ) The persons to be deployed for desk management should be fluent in speaking English and Hindi Language and preferably include a female candidate with minimum qualification of graduation level.
- (h) Coordinate flower arrangements for reception, VC/ Members/ Secretary's offices and other places as desired by NDMA
- (i) Front Desk should not be left unattended. To ensure this arrangement of 2 (two) receptionists should be provided.

### **PACKAGE - IV HORTICULTURE / GARDENING MANAGEMENT:**

A dedicated gardener to maintain the front lawns, inner lawns, and other small green patches. To develop and maintain entrance and exit, frontage of NDMA, to plant seasonal flowering plants and to keep the flora to the highest level.

### **PACKAGE –V PANTRY SERVICES:**

The Contractor has to provide six Pantry persons who will prepare tea etc. and served to Hon. Members and officers on three floors. The infrastructure and material will be provided by NDMA.



**FORM TECH-1**

**A) UNDERSTANDING OF SCOPE OF WORK**

**B) DETAILED DESCRIPTION OF SERVICES TO BE RENDERED UNDER EACH PACKAGE**

**B1) Daily Work Plan**

**B2) Weekly Work Plan**

**B3) Monthly Work Plan**

**FORM TECH -2**

**STAFFING SCHEDULE**

NAME OF THE PACKAGE:

Sl.No.	Name of Staff	Position/Task assigned	Location	Reporting to		Daily Hours
				From	To	

---

### FORM TECH – 3

**CURRICULUM VITAE (CV) of PROPOSED STAFF** – to be given separately in this format for each staff.

1. Name of Package:
2. Proposed Position/Task:
3. Name of Staff:
4. Date of Birth:
5. Nationality:
6. Education:
7. Other Training:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record:

Date: [Signature of staff member or authorized representative of the staff] [Full name of authorized representative]:

### FORM TECH - 4

**JOB DESCRIPTION** – to be given separately in this format for each position of staff.

NAME OF THE PACKAGE:

**POSITION/ TASK:**

[Detailed Job Description indicating duties/ responsibilities to be carried out]



**SECTION – IV**  
**SCHEDULE OF REQUIREMENTS**

1. This Schedule of Requirements shall supplement the „Instruction to the Bidder“ as contained in Section- II & General (Commercial) Conditions of the Contract as contained in Section- III and wherever there is a conflict, the provision herein shall prevail over those in Section- II and Section- III.
2. Date fixed for opening of the bids is, if subsequently, declared as holiday by NDMA, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Non-performance of service provider shall attract penalties as per penalty clause.
4. Penalty: The contract may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts.
  - a) If the Vendor fails to maintain Facility Management Services of NDMA within the period specified in the contract or any extension thereof granted by the Competent Authority in NDMA.
  - b) If the contractor fails to perform any other obligations under the contract agreement.
5. The agreement shall be in force for a period of one year initially, which shall be extendable by a further period less than or upto 6 months on same terms and conditions by giving notice in writing before the expiry of current agreement, if decided upon to do so by NDMA.
6. NDMA reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the erstwhile NDMA. NDMA also reserves the right to blacklist a bidder for a suitable period in case if he fails to honour his bid without sufficient grounds.
7. Bids shall be evaluated as per the cost given by bidder in price schedule.
8. Only one rate should be quoted against each package; quoting of multiple rates against a single package will tantamount to violation of the tender clauses and the bid will be rejected.
9. The prospective bidder has to take the NDMA personnel for inspection of the sites where they are already in business contract for verification, if necessary, at their own cost.
10. NDMA is located at A-1, Safdarjung Enclave, NDMA Bhawan, New Delhi-29. In case NDMA is shifted to a single or multiple premises at Delhi during the currency of the contract, the service provider will have to provide the services as enumerated in the contract under the same rates, terms and conditions.

(Turam Bari)  
Under Secretary (General)  
For & on behalf of the President of India  
National Disaster Management Authority  
A-1, Safdarjung Enclave, NDMA Bhawan, New Delhi-29.  
Phone No. 26701899

PART – I

Contract Form

1. This agreement is made this day..... between ....., herein after called “ name of company” the first party which expression shall include his heirs, executors and administrators/ heir successors and National Disaster Management Authority, herein after called “NDMA”, the second party, through Under Secretary (General), NDMA, New Delhi herein after include his successors and assignees, shown as under :-

2. That WHEREAS the first party shall and will execute the work described as “Annual Contract for Facility Management Services in “National Disaster Management Authority”, New Delhi details of which are given in Annexure-V to this office tender notice

.....  
..... vide their  
..... dated ..... at the rate quoted by ..... tender..... dated  
..... and as per all the terms and conditions given in Notice Inviting Tender (NIT) dated..... which shall become part and parcel of this agreement.

3. That WHEREAS, the second party shall and will pay on production of bills of Facility Management Services as per payment terms stipulated in clause 5 of section- III of bid document.

5. In accordance with the NIT this agreement is made for a period of one year from ....., as in clause 3.1 of section- II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES  
ON THIS .....DAY OF..... 2015.

Witness for Vendor

Witness for NDMA

**ANNEXURE – II**

**BID FORM**

Tender No. \_\_\_\_\_ Date.....  
(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including annexure  
..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to  
Nos \_\_\_\_\_ maintain  
and deliver..... in conformity with said drawings, conditions of contract and specifications  
for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in  
accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within ( ) months and to  
complete delivery of all the items specified in the contract within ( ) months calculated from the  
date of issue of your Work Order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not  
exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid  
opening and it shall remain binding upon us and may be accepted at any time before the  
expiration of that period.

Until a formal Work Order of Contract is prepared and executed, this Bid together with  
your written acceptance thereof in your notification of award shall constitute a binding contract  
between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent  
alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may  
receive.

Dated this .....day of ..... 2015.

Signature of in capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Tele

No(s):-

Signature.....

FAX

No(s)

Address.....

E -Mail

Address:-

**ANNEXURE – III**

**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 providing service 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 service provider(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 service provider(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) Ministry of - -----

--

----- 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 and HALF YEAR 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 service provider(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.



**ANNEXURE – IV**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject: Authorization for attending bid opening on ----- (date) in the tender of -----  
--

----- Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of --- ----- (Bidder) in order of preference given below.

Order of Preference Name Specimen signature

I

II

Alternate Representative

Signatures of bidder

Or,

Officer authorized to sign the bid

Documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**ANNEXURE – V**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

**Bidder Name :**

<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>BASIC RATE In Figures To be entered by the Bidder Rs.</b>	<b>TOTAL AMOUNT With Taxes</b>	<b>TOTAL AMOUNT In Words</b>
<b>1</b>	<b>2</b>	<b>4</b>	<b>13</b>	<b>54</b>	<b>55</b>
1.	Facility Manager	<b>01</b>			
2.	Technical Supervisor	<b>01</b>			
3.	Housekeeping Supervisor	<b>01</b>			
4.	Housekeeping Boys/Maid	<b>14</b>			
5.	DG Operator	<b>01</b>			
6.	Electrician	<b>04</b>			
7.	Plumber	<b>01</b>			
8.	AC Technician	<b>01</b>			
9.	Lift Operator	<b>02</b>			
10.	Fire Technician	<b>01</b>			
11.	Technical Assistant	<b>04</b>			
12.	Front Desk Management Services/Receptionist	<b>02</b>			

13.	Horticulture/Gardening Management	01			
14.	Pantry Services	06			
15.	Cost of consumable items (consolidated cost)	01			
<b>Total in Figures</b>					
<b>Quoted Rate in Words</b>					

Person)

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**ANNEXURE – VI**

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**(i) Checklist and the order in which the documents are to be submitted for the Technical Bid.**

Please check whether all the below mentioned Documents have been supplied for participating in tender for “Facility Management Services in NDMA”. The documents to be submitted in descending order with item no. 1 on top of all. Please also mention the page no. of the Technical Bid where these documents are given.

<b>Sl.No.</b>	<b>Documents</b>	<b>Page No.</b>
1	Authorization letter for attending the bid opening.	
2	Cost of tender paper for Rs.500/- (if downloaded from website).	
	Bid Security for Rs.4,00,000/- (Rs. Four lakhs only)	
3	Power of Attorney, if any.	
4	Clause by clause Compliance in the form of signing & stamping all the pages from 1 to 42 by Authorized person/ persons.	
5	Certificate from CA Regarding Annual Turn over of more than Rs.2 (two) crore for last two financial years (2013-14 and 2014-15 ).	
6	Income Tax Returns for two financial years (2012-13 and 2013-14 ).	
7	Valid Service Tax/Income Tax Registration Certification and registration with EPF and ESI authorities	
8	Copy of PAN card.	
9	Certificate of Incorporation / Firm Registration Certificate as the case may be.	
10	Article of Memorandum of Association / proprietorship deed certificate as the case may be.	
11	Document in support of experience of contract for Facility Management Services during last two years in Govt. Deptts./PSUs (2013-14 and 2014-15)	
12	Certificate of satisfactory performance from two clients with Govt. Deptts./PSUs for the last one year (2014-15) in similar services.	

13	Copies of work orders of two running contracts of providing Facility Management services in Govt. Deptts./PSUs in premises with minimum 40 persons or 30,000 sq. ft area. These persons should be from the respective field only as indicated in the "Scope of work" in the tender document.	
14.	Copy of VAT registration	
15.	Any other Documents ( Please Specify).	

**Bidder to ensure**

- A. That all Pages have been stamped & signed by the authorized person/ persons.
  - B. That all the pages submitted have been numbered.
  - C. That all the documents are legible (clearly readable).
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**ANNEXURE – VII**

**(ii) Checklist and the order in which the documents are to be submitted for the Financial Bid.**

Sr. No.	Documents
1	Price Schedule as per Annexure-V

**Annexure VIII**

**DECLARATION REGARDING NEAR RELATIVES**

I/ We declare,

1. That I or any of my partner am/is neither working in any capacity in anywhere in the NDMA, nor am/is removed/ dismissed from service of NDMA.
2. That none of my near relatives are working in any capacity in NDMA nor am/is removed/ dismissed from service of NDMA.

**Or**

The details of my near relatives working in NDMA are as under:

S. Name and Capacity in which working	Office in which working	No. Address

That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of NDMA immediately.

i) That I /We shall intimate the names of persons working in NDMA related to our employees who are working with me /us in any capacity or are subsequently employed by me/us.

ii) That none of my employees is a removed/dismissed employee of either any unit of NDMA.

That I/ We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Earnest Money Deposit /Security deposit held at NDMA

If at any time, it is found that the information given in the above appendix is incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the SD shall be forfeited and legal actions shall be initiated without any prejudice to the rights of NDMA to debar the firm from entering into future contracts.

Place :

Signature :

Date:

Name:

(Capacity in which he is signing)\_\_\_\_\_

NOTE: The term "relatives" means wife/husband/parents and grand parents/children/ grand children / brothers/ sister /uncles/aunts/cousins and their corresponding in- laws.

## Annexure-IX

### Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ( URL: <http://eprocure.gov.in/eprocure/app> ) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.



## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 3070 2232**.

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