



**Govt. of India**  
**National Disaster Management Authority**  
"NDMA Bhawan", A-1, Safdarjung Enclave,  
New Delhi – 110029

File No. D-17015/1/2012-G&C Dated 6.7.2012

**TENDER FOR**

**FOR ANNUAL MAINTENANCE CONTRACT IN RESPECT OF WINDOW, WALL MOUNTING SPLITS, CASSET SPLITS AIR CONDITIONERS & WATER COOLERS  
By NATIONAL DISASTER MANAGEMENT AUTHORITY, NEW DELHI.**

(Visit us at [www.ndma.gov.in](http://www.ndma.gov.in))

Not transferable

Price of Bid Document: 200.00

Total Number of Pages: 23



**Govt. of India**  
**National Disaster Management Authority**  
“NDMA Bhawan”, A-1, Safdarjung Enclave,  
New Delhi – 110 029

**File No. D-17015/1/2012-G&C. Dated 6.7.2012**

**NOTICE INVITING TENDER**

Sealed Tenders are invited for “Comprehensive Maintenance Contract for the maintenance of 125 Nos. of Air Conditioners (Window Type ACs/Split Type ACs and 5 Nos. of Water Coolers)”, as listed in enclosure from the prospective contractors for the NDMA.

Desirous companies/firms/agency may obtain tender documents from the date of publication of tender in the Newspaper i.e. w.e.f. 06.07.2012, on request in writing from Section Officer (General) National Disaster Management Authority “NDMA Bhawan”, A-1, Safdarjung Enclave, New Delhi – 110 029 (Room No. – 102, Phone No. 011 – 26701829) on all working days (i.e. Monday to Friday) between 10.30 hours and 15.30 hours. Tender documents can be downloaded from the NDMA website [www.ndma.gov.in](http://www.ndma.gov.in) is also acceptable.

Tender documents downloaded from the NDMA website [www.ndma.gov.in](http://www.ndma.gov.in) is also acceptable provided the requisite tender fee i.e. Rs.200/- (Rupees two hundred only) is enclosed in the form of Account Payee Demand Draft from any of the scheduled bank, drawn in favour of DDO, NDMA, payable at New Delhi at the time of submission of bid document.

1. Schedule:

Tender No.	Cost of Bid Document	Bid Security	Service Jurisdiction
File No. D-17015/1/2012-G&C	Rs. 200/-	Rs. 20,000/-	Delhi

Sale of Bid document : 06.07.2012  
Last date & time for receipt of bids : 21.08.2012  
Date & Time for opening of Technical Bid : same date  
Date & Time for opening of Financial bids for technically qualified bidders : Will be intimated later  
Place of opening the bids : Ground Floor (Conference Hall) of NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi.  
Validity of bid : 240 days from the date of opening of tenders

**The bid shall not be accepted after this deadline under any circumstances whatsoever.**

2. The interested Companies/Firms/Agencies may put bid document complete in all respects along with Earnest money Deposit (EMD) of Rs.20,000/- (Rupees twenty thousand only) and other requisite documents from the date of publication of tender in the Newspaper i.e. w.e.f. 06.07.2012 on all working days (i.e. Monday to Friday) between 10.30 hours and 15.30 hours. in the Tender Box kept on the reception of NDMA.
3. This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Secretary, NDMA, Govt. of India, in this regard shall be final and binding on all.

SD/  
**(Partha Kansabanik)**  
**Under Secretary (Gen.)**

## **GENERAL (COMMERCIAL) CONDITIONS**

### **1. Eligibility Conditions**

- a) The bidder/firm should have turnover of more than 10 lakhs during previous financial year.
- b) The bidder should have service tax and Income Tax registration.
- c) The bidder should have at least five – years experience; certificate of satisfactory performance in similar services preferably with Central Govt./State Govt./Public Sector shall be provided.

### **2. Documents required to be submitted along with the bid.**

The bidder shall furnish the following documents along with the bid:

- a) Valid Service TAX Registration Certificate.
- b) Turn over certificate/Balance sheet certificate & copy of PAN card.
- c) Document in support of the past performance (one year experience certificate).
- d) Bid Security (EMD) of required amount in the form of Demand Draft.
- e) Information sheet about the bidder as per Annexure –I.
- f) Declaration as given in Annexure –II.
- g) Declaration on Non-tampering of Document in case of Downloaded Tender, in the format given in Annexure – III.
- h) Certificate of Near Relative not working in NDMA in the format given in Annexure – IV.
- i) Pre-receipt for refund of EMD in the format given in Annexure – V.

Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. All the pages of the tender document and certificates shall be duly signed by the bidder.

### **3.Packing Bid Documents**

Tender should be submitted in **two covers; one** super scribing “**Technical Bid**” and **second** super scribing “**Financial Bid**” and both the envelopes are in turn be put in another envelope and this envelop should be super scribed prominently as “**Annual Maintenance Contract in respect of Window, Wall Mounting Splits, Casset Splits Air Conditioners & Water Coolers**”. All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid. Tenders received without proper sealing are liable to be rejected.

### **4. Prescribed Format**

Tender offers shall be submitted in the prescribed format along with the original tender document and enclosed Price bid. Price bids offers not adhering to the prescribed format are liable to be rejected summarily.

## 5. Bid Price

- I. The estimated value of the contract is 5-6 lacs.
- II. The firm shall quote in original in the Scheduled Rates format attached along with bid document.
- III. Rates quoted in any other format/sheet will not be considered. Rates should be quoted in enclosed sheet in English figures & words without any overwriting, corrections, errors, omissions, etc.
- IV. The price quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

## 6. Bid Security (EMD)

- 6.1 The bidder must deposit Rs.20,000/- (Rupees twenty thousand only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of DD from any nationalized bank payable at DDO, NDMA for 90 days from the date of tender opening.
- 6.2 The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.
- 6.3 The bid security may be **forfeited**.
  - (a) If the bidder withdraws his bid during the period of validity specified in the bid form.
  - (b) If the successful bidder fails to sign contract within a week of the issue of letter of intent.
  - (c) If the successful bidder fails to furnish performance security.
- 6.4 The bid security of the unsuccessful bidder will be discharged/returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

## 7. Submission of Bid:

- a. The bids should be duly sealed and addressed to Under Secretary (General), National Disaster Management Authority, "NDMA Bhawan", A-1, Safdarjung Enclave, New Delhi – 110029 on or before 15:00 hours of the due date.
- b. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

## 8. Tender Opening

- a. The bids shall be opened in the presence of the bidder of their authorized Representative, who wish to be present at the time of opening of bids on the due date at their own cost.
- b. In case the date fixed for the opening of the bids is declared as holidays by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.

## **9. Bid Evaluation**

- a. Bids shall be evaluated to determine whether they are complete; whether any computational errors have been made; whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.
- b. If there is any discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, Under Secretary (General), National Disaster Management Authority, "NDMA Bhawan", A-1, Safdarjung Enclave, New Delhi - 110029 will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as substantially non-responsive will be rejected.
- c. NDMA shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the services offered inclusive of all the levies and charges as indicated in the proforma for quoting rates.

## **10. Performance Security**

- a. The successful bidder shall be required to deposit an amount equal to 10% of the contracted value and obtained separately within two weeks of conveying O/o DDO, NDMA intention for accepting the bid as Performance Security.
- b. Performance Security 10% of the value of the contract shall either be submitted in the form of Bank Guarantee issued by a scheduled bank in the Proforma provided in **Annexure-VII** by L1 bidder.
- c. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for Under Secretary (General), NDMA to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

## **11. Award of Contract**

Under Secretary (General) shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 7 days of the issue of the letter of intent give his acceptance along with copy of the terms and conditions duly signed by the tenderer in token of having understood and agreed to the same should be attached alongwith the bid.

## **12. Right to vary Quantities**

Under Secretary (General) reserves the right to increase or decrease the required quantity of service specified in the schedule of requirements without any change in the maintenance contract of the offered quantity and other terms and conditions.

## **13. Signing of Contract**

Signing of Agreement shall constitute the award of maintenance contract on the bidder.

## **14. Annulment of Award**

Failure of the successful bidder to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the tender shall be cancelled and NDMA may call for fresh bids.

## **15. Right to Accept or Reject**

Under Secretary (General), NDMA reserves to itself the right to accept or reject any bid without assigning any reason.

## **16. Termination of Contract**

16.1 Under Secretary (Gen.), NDMA may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts.

- a) If the contractor fails to put the ACs/Water Coolers into operation latest by the dates from which they are to come under AMC within the period specified in the contract or any extension thereof granted by the Under Secretary (Gen.), NDMA.
- b) If the contractor fails to perform any other obligations under the contract agreement.

16.2 Under Secretary (Gen.), NDMA may, without prejudice to any other rights under the law or the contract provided, get the maintenance of AC/Water Coolers done at the risk and the cost of the contractor, in the above circumstances.

16.3 Notwithstanding anything contained herein, Under Secretary (Gen.), NDMA also reserves the right to terminate the contract at any time or stage during the period of contract, by giving notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

## **17. Termination for Insolvency**

Under Secretary (Gen.), NDMA may also by giving written notice and without compensation to the service provider/contractor terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

## **18. Miscellaneous Conditions:**

Under Secretary (Gen.), NDMA reserves the right to disqualify such bidders for a suitable period who fail to honour their bid without sufficient ground.

## **19. 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 events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of Under Secretary (Gen.), NDMA as to whether the supplies/services 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.

## **20. Arbitration**

20.1 In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the O/o NDMA. Secretary, NDMA shall appoint an Arbitrator .In case his designation of the Arbitrator is changed or his office is abolished then in such case to the sole Arbitration of the officer for the time being entrusted whether in addition to the function of the NDMA or by whatever designation such officer may be called (herein after referred to as the said officer ) and if the NDMA or the said officer is unable or unwilling to act as such , than to the sole arbitration of some other person appointed by the NDMA or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

20.2 The arbitrator may from time to time with the consent of both the parties extend the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

20.3 The venue of the arbitration proceeding shall be the NDMA at New Delhi or such other place as the arbitrator may decide.

## **21. Set-Off (Recovery of Sum Due):**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by Under Secretary (Gen.), NDMA and set-off the same against any claim of Under Secretary (Gen.), NDMA for payment of a sum of money arising out of this contract or under any other contract made by contractor with Under Secretary (Gen.), NDMA.

## **22. Terms of Payment**

Payment generally made within 15 days from the date of receipt of valid bills in the Secretary, NDMA. Quarterly bills shall be submitted in duplicate to the Deputy Secretary (Admn.), duly signed by the contractor).

## **23. Duration of the Contract**

Normally the contract will be awarded for One year. However, extension for One year / part thereof will be considered keeping in view various factors such as prevailing market rates, satisfactory performance of the firm.



## 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 period.
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 Terms "Comprehensive Maintenance" shall include oiling, chemical washing, cleaning, greasing (general servicing), gas-filling, replacement of filter pads, and replacement/repair of motors/compressor/stabilizer/installation, De-installation/shifting etc. of any or all the machines during the currency of the contract at the exclusive risk, responsibility and cost of the contract supplied by the firm wherever necessary during the currency of the contract. In brief, the Department shall not bear any cost for anything whatsoever after the AC and Water cooler units having been handed over to the contractor for maintenance.
6. The successful contractor shall be required to inspect all the ACs and Water coolers and put these 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. For the inspection of the ACs and Water coolers, the US(Gen.) may be contacted.
7. For regular and proper maintenance of the ACs and Water coolers and for immediately attending to complaints received from officers, it shall be obligatory on the part of the contractor to depute sufficient number of qualified mechanics to this office on all working days throughout the period from 9.30 AM to 6.00 PM. **At least one mechanic shall remain in NDMA Bhavan in close contact with US (Gen.)** so that the General Section can attend immediately to the complaints received from the users of AC Units, during the period of contract. Should any eventuality arise, the NDMA shall request for the services of the mechanic on Saturday/Sunday/Holiday and beyond office hours without payment of any additional remuneration. The contractor shall also keep stock of spare parts which may be required for replacement in the event of such parts becoming non-functional or defective, during the currency of the contract.
8. The work shall be carried out in the premises of the NDMA and VC/Members residence. Only such work, the execution of which is not possible in the premises of this Directorate, may be allowed to be done in the workshop of the firm. In no case, ACs and water coolers or part thereof shall be taken out of the premises without formal written permission of this Department. No transportation charges on this account will be paid. The ACs & Water coolers or parts thereof, taken to the workshop, will have to be brought back within 3 days failing which the cost of the machine/parts will be recovered from the firm and if considered necessary, the contract will be terminated, without further notice. If it taken more than 3 days, a standby AC be installed without any additional cost.
9. The contractor shall be responsible for smooth and satisfactory working of ACs and Water coolers. A certificate shall be obtained from the designated committee at the end of quarter to the effect that their ACs and Water coolers were working satisfactorily during the whole quarter

and have not remained out of order for want of repairs. Proportionate deductions shall be made from the bills of the contractor for the period for which ACs & Water coolers remain out of order.

10. The successful contractor shall be required to do the work during the entire period from 09.30 hrs. to 18.00 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.
11. In case the contractor falls 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.
12. The NDMA shall neither provide any labour to the contractor for shifting of ACs & Water coolers or for lifting, transportation, installation, or dismantling of the ACs & Water coolers nor shall bear any cost towards this during the period of the contract. The new fitting/fixing required if any, will have to be provided by the contractor firm.
13. The contractor shall be responsible for handing over all the ACs and Water coolers in working conditions alongwith accessories to the Department at the end of the contract period. The cost of shortcomings, if any, shall be borne by the outgoing contractor.
14. The damage caused, if any, either to the ACs and Water coolers or to any other property of the Government through negligence or otherwise, shall be at the risk and responsibility of the contractor. The financial or any other loss suffered by the Government on this account shall be made good by the contractor and decision of the Director (Administration) in this context shall be binding on the contractor. The contractor shall have to give an undertaking to this effect before he is allowed to undertake the job. In case of replacement of faulty part, the same shall be replaced only by genuine spares. The old parts will be handed back to the NDMA.
15. The number of AC may vary from time to time during the currency of contract due to addition of new ACs after warranty period or due to scrapping of old ACs at the cost quoted in the tender.
16. 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.
17. The decision of the Authority would be final in all respect. 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.
18. The security amount shall be released after satisfactory completion of the maintenance and handing over the ACs and Water coolers units in working conditions to the Department 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 reason.
19. The quotation shall be sent in the enclosed quotation proforma devised for the purpose and its columns or their arrangements shall neither be tampered with nor amended/ modified.
20. No sub-contracting is permissible.

- 21.** The near relatives of all employees 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:
  - a.** Members of a Hindu Undivided Family;
  - b.** They are husband and wife.
  - c.** 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).
- 22.** TDS applicable will be deducted from the payable amount of the bill.
- 23.** The contractor shall abide with all local/municipal/sate/central laws and regulations.
- 24.** Payment of all kinds of Government taxes in Delhi will be the liability of the contractor.
- 25.** The evaluation shall be done on L-1 rates on package basis of all the AC/s Water Coolers. The comparison for evaluation shall be of consolidated rates of the ACs/Water Coolers inclusive of all Taxes and levies.

## SERVICES TO BE PROVIDED

**1. Service:** Annual Maintenance Contract in respect of Window, Wall Mounting Splits, Casset Splits Air Conditioners & Water Coolers” installed in NDMA Bhavan and at the residence of Hon’ble Vice Chairman/Members, NDMA.

**2. Contract Period:** Under normal circumstances the contract shall be valid for a period of one year. However contract may be extended for further period (of up to One Year) if agreed by the contractor and NDMA on the same rate and terms and conditions.

**3. Quantity:** Estimated number of AC/Water Coolers to be maintained is 130 (125 ACs + 5 Water Coolers). However, the number may increase or decrease.

**4. Penalties:** 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 contractor fails to put the ACs/Water Coolers into operation latest by the dates from which they are to come under AMC within the period specified in the contract or any extension thereof granted by the Under Secretary (Gen.), NDMA.
- b) If the contractor fails to perform any other obligations under the contract agreement.

### **5. Special:**

I. Intending bidder must have a telephone where complaints regarding repairing etc. of the AC/Water Coolers can be lodged all the 24 Hrs. Telephone Number must be specified in the bid.

II. Payment of any Govt. Tax including service tax etc. will be liability of contractor.

**BID FORM**

(To be enclosed with envelope containing technical bid)

**Tender No. D-17015/1/2012-G&C. dated 7.7.2012**

To,

**Under Secretary (General),  
National Disaster Management Authority,  
“NDMA Bhawan”, A-1, Safdarjung Enclave,  
New Delhi – 110029.**

Dear Sir,

1. Having the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide maintenance contract Contract in respect of Window, Wall Mounting Splits, Casset Splits Air Conditioners & Water Coolers” installed in NDMA Bhavan and at the residence of Hon’ble Vice Chairman/Members, NDMA, in conformity with the conditions of contract and specifications for the sum shown in the Schedule of prices attached herewith and made part of this bid.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamp etc. and agreement will be binding on us.
3. If our bid is accepted, we agree to deposit Performance Security within ten day from the date of contract.
4. We agree to abide by this Bid for a period of 240 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.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.

Dated this .....Day of ..... 2012

Signature of

In Capacity of  
Duly authorized to sign the bid for and on behalf of

Witness.....  
Address .....  
Signature

**PROFORMA FOR QUOTING RATES FOR EACH ITEM OF AMC**

<b>Sl. No.</b>	<b>Equipment</b>	<b>Qty.</b>	<b>Rate per item</b>
1.	Split Type Air-Conditioners 4 Ton Capacity	04	
2.	Split Type Air Conditioners 3 Ton Capacity	49	
3.	Split Type Air Conditioners 2 Ton Capacity	14	
4.	Split Type Air Conditioners 1.5 Ton Capacity	36	
5.	Split Type Air Conditioners 1 Ton Capacity	22	
6.	Water Coolers	05	
	TOTAL	130	

**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

S.No	Details of Documents to be Submitted	Submitted(Yes)/ Not Submitted(No)
1.	Cost of Tender Paper (if downloaded from website) DD No.                      Date:                      Bank:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	EMD (Amount Rs.20,000/-) DD No.                      Date:                      Bank:	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Copy of Valid Service TAX Registration Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Copy of turn over certificate /balance sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Copy of PAN card.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Copy of Document in support of the past performance (One year experience Certificate).	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Information sheet about the bidder as per <b>Annexure- I.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Declaration as given in <b>Annexure-II</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Declaration of Non-tampering of Document in case of Downloaded Tender, in the format given in <b>Annexure-III</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Certificate of Near Relative not working in NDMA in the format given in <b>Annexure- IV</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**DATE**

**SIGNATURE**

**SEAL**

**Annexure I**

**INFORMATION ABOUT THE BIDDER**

1) Name & Address of Firm/Party: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number (O) \_\_\_\_\_

(R) \_\_\_\_\_

(Mobile) \_\_\_\_\_

2) Whether it is Proprietorship or Partnership \_\_\_\_\_

3) Full Name(s) of Proprietor or Partners \_\_\_\_\_

(Attested copies of partnership deed \_\_\_\_\_

should invariably be attached along \_\_\_\_\_

with Authorizations)

4) Permanent Account Number (Income Tax) \_\_\_\_\_

5) Sales Tax Registration Number of the Firm/Party \_\_\_\_\_

6) Reference Number of Tender Offer of the Firm/party \_\_\_\_\_



**DECLARATION**

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

Signature of authorized person

Date:

Full Name:

Place:

Seal :

**DECLARATION REGARDING DOWNLOADED DOCUMENT**

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that I / We has/have not tampered the tender document No: 24-1/2011 (Part – III)- Gen., Dated ..... downloaded from the website [www.ndma.gov.in](http://www.ndma.gov.in).

Signature -----

Name -----

Name & address of the firm: -----

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

3. 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.
4. 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.
5. 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 NDMA
6. 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.

**PRE RECEIPT**

**FOR REFUND OF EARNEST MONEY**

Received with thanks from Communication DDO, NDMA, New Delhi a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), towards refund of Earnest Money Deposit paid in respect of the Tender no. D-17015/1/2012-G&C Dated ----- for "Annual Maintenance Contract in respect of Window, Wall Mounting Splits, Casset Splits Air Conditioners & Water Coolers" in NDMA, New Delhi.

Date:

Signature of Bidder  
(On one rupee revenue stamp)

Place:

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

(Note: Earnest Money will be returned to unsuccessful Bidder only after finalization/completion of the tender)

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach Secretary, NDMA on or before date of bid opening)

To,

Under Secretary (General),  
National Disaster Management Authority,  
“NDMA Bhawan”, A-1, Safdarjung Enclave,  
New Delhi – 110029.

Sub: Authorization for attending bid opening on \_\_\_\_\_ (date) in the  
tender of \_\_\_\_\_

Following person is authorised to attend the bid opening for the tender mentioned above on  
behalf of \_\_\_\_\_ (Bidder)

Name of the Representative

Specimen Signature

1. \_\_\_\_\_

\_\_\_\_\_

Signature of the Bidder

**Note: Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorization as prescribed above is not received.**

**PROFORMA OF PERFORMANCE SECURITY BOND**

1. In consideration of NDMA having agreed to exempt \_\_\_\_\_ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs \_\_\_\_\_/- on production of Bank Guarantee for Rs \_\_\_\_\_/- for the due fulfillment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of \_\_\_\_\_ we, ( name of the bank) \_\_\_\_\_ (hereinafter referred to as "the bank") at the request of \_\_\_\_\_ service provider's do hereby undertake to pay to NDMA an amount not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the Secretary, NDMA by reason of any breach by the said service provider's of any terms & conditions contained in the said agreement.
2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from NDMA stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by NDMA reason of breach by the said service provider's of any of the terms & conditions contained in the said agreement or by reason of the service providers 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 NDMA 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 Rs \_\_\_\_\_/- (Rs. ....in words)
3. We undertake to pay to NDMA, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. 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) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of one year from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of NDMA under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till NDMA certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) \_\_\_\_\_ further agree with NDMA that NDMA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by NDMA, against the said service provider(s) and to forbear or enforce any of the terms & 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 service provider(s) or for any forbearance, and or any omission on the part of NDMA, or any indulgence by NDMA, to the said service provider(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) /supplier(s).

7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by NDMA.

Dated: \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.