

**No. 10-2/2015 – Gen.
NATIONAL DISASTER MANAGEMENT AUTHORITY
NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi-110029**

Dated: 02.12.2015

NOTICE INVITING TENDER

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi on behalf of President of India invites online bids in two bid system (Technical & Financial) from reputed agencies / firm for providing Outsourcing of Services of Secretarial and other personnel for use of NDMA for the year 2015-16.

2. The tender document floated for the purpose can be downloaded only from www.eprocure.gov.in/eprocure/app and bid can only be submitted through the same website. Bid submitted other than on CPP portal will not be accepted. Important dates related to this tender are furnished below for information:-

Sl. No.	Particulars	Date	Time
1.	Date of online publication of tender	03.12.2015	17.00 hrs
2.	Tender document download start date	03.12.2015	17.30 hrs
3.	Bid submission start date	03.12.2015	18.00 hrs
4.	Bid submission close date	30.12.2015	14.00 hrs
5.	Opening of technical bids	30.12.2015	15.00 hrs

(Turam Bari)
Under Secretary (Gen.)
National Disaster Management Authority,
A-1, Safdarjung Enclave,
New Delhi . 110029
Ph. . 011 . 26701899

SECTION – I
TENDER DOCUMENT

DETAILED INFORMATION / TERMS & CONDITIONS IN CONNECTION WITH THE TENDER FOR OUTSOURCING OF SERVICES OF SECRETARIAL AND OTHER PERSONNEL FOR USE OF NDMA

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi on behalf of President of India invites online bids in two bid system (Technical & Financial) from reputed agencies / firm for providing Outsourcing of Services of Secretarial and other personnel for use of NDMA for the year 2015-16. Bids shall be submitted online only at CPPP website www.eprocure.gov.in/eprocure/app. Tenderer / contractor are advised to follow the instructions provided as per annexure-II and also provided in the instructions to the contractors / tenderer for the 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:-

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1. TECHNICAL BID

Technical bid should contain the following documents:

- (a). Signed and scanned copy of Tender acceptance letter as stated in Annexure-I.
- (b). Signed and scanned copy of Registration certificate with Labour Department
- (c). Signed and scanned copy of PAN card / TAN No.;
- (d). Signed and scanned copy of the IT return filed for minimum TWO financial years during last three years i.e. from **2011-12, 2012-13, 2013-14** (a certificate from Chartered Accountant for turnover of these periods may also be enclosed).
- (e). Signed and scanned copies of EPF and ESI certificates;
- (f). Signed and scanned copy of the Service Tax registration certificate;
- (g). Signed and scanned certified extracts of the Bank Account containing transactions during last one year (i.e. 2014-15). The Placement Agency should have at least Rs 3 crore (Rupees Three Crore Only) of Annual turnover in last three financial years (2011-12, 2012-13 and 2013-14). Turn over certificate from Chartered Accountant along with ITR for the last three financial years (2011-12, 2012-13 and 2013-14) to be enclosed (copy of balance sheet and profit and loss statements etc. need not be enclosed).

(h). the firm should furnish signed and scanned copy of satisfactory performance certificate for similar work issued by Competent Authority of Central govt. / State Govt./ PSU for at least three years during the last 5 years (i.e. from 2010-11 to 2014-15).

(i). Signed and scanned copy of undertaking from the firm that the agency / firm has not been blacklisted by any Government Department/Autonomous bodies as on the date of submission of the bid.

(j). Signed and scanned copy of Bidder's detail as per Annexure-III.

(k). Signed and scanned copy of no relative certificate as per Annexure-IV.

(l). Signed and scanned copy of tender fee as stated in clause . 5 of this tender document.

(m). Signed and scanned copy of Earnest Money Deposit (EMD) as stated in clause-6 of this tender document.

2. FINANCIAL BID

(a). Bid form (as per Annexure . V).

(b). Price schedule (as per ANNEXURE VII). Rates are to be quoted in both figure and words in the prescribed format. The EPF, ESI, Service Charge and Service tax shall be shown separately.

3. SUBMISSION OF BID

3.1 The tender document can be downloaded only from 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 EMD in the form of demand draft & tender fee should be submitted with e-bid.

3.2 It is also required to submit hard copies of EMD & Tender Fee in original instruments in a sealed envelopes superscribed ~~pro~~providing Outsourcing of Services of Secretarial and other personnel for NDMA for the year 2015-16+ 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 tampered / 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 3 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 schedule given above.

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 intimated later.

4.3 Offline bids will not be accepted under any circumstances.

5. TENDER FEE

Tender fee of Rs. 500/- (Rupees five hundred only) in the form of Demand Draft / Banker's Cheque/RTGS in favour of DDO, NDMA payable at New Delhi should be submitted as mentioned in clause 3 of this tender document.

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

6.1 EMD of Rs. 10,00,000/- (Rupees ten lakh only) in the form of Demand Draft/Banker's Cheque/RTGS from any scheduled Bank in Delhi/ New Delhi in favour of "**Drawing & Disbursing Officer (DDO), 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.

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 30th 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 bidder 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 EMD and Tender Fee is to 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.

6.6 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. Bidders 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.

7. PERFORMANCE SECURITY:

7.1 The service provider shall furnish performance security to NDMA for an amount equal to 10% of the value of contract within **15 days** from the date of issue of letter of intent Order by NDMA.

7.2 The proceeds of the performance security shall be payable to the NDMA as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

7.3 The Performance Security Bond shall be in the form of Bank Guarantee only issued by a Scheduled Bank and in the form provided in **Annexure-VI** of this Bid Document. The duration should be at least 14 months.

7.4 The Performance Security Bond will be discharged by the NDMA after a period of sixty days beyond completion of the contract's performance obligations including any warranty obligations under the contract.

8. PERIOD OF VALIDITY OF TENDER

The bid shall remain valid for 120 days from the last date of its submission.

9. SCHEDULE OF REQUIREMENT

The schedule of requirement defines the initial requirement for the outsourced posts mentioned in ANNEXURE-VII. Their required educational / professional qualifications / experience is also mentioned in the same annexure.

10. EVALUATION

10.1 The National Disaster Management Authority, New Delhi shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly submitted and whether bids are generally in order. Minor deficiencies like spelling mistakes in bid document can be waived off at the discretion of this office.

10.2 A bid will be considered as non-responsive .

- i. If the Bid security amount drawn is less.
- ii. If the Bid security/cost of tender form is not drawn as given in NIT.
- iii. If the bid validity is less than 120 days
- iv. If bids are not sealed properly with sealing wax/packing PVC tape or bids sealed with gum or staple.
- v. If bids submitted with conditions other than those specified in the Bid document.
- vi. If the bids are received later than the specified time of closing of the bid
- vii. If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.
- viii. Canvassing of any form.

ix. If all the pages of bid document is not signed by the authorized representative of the firm

10.3 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 summarily rejected by the NDMA, New Delhi.

10.4 If there is a discrepancy between words and figures the amount in words shall prevail. The NDMA, New Delhi, will determine the substantial responsiveness of each bid to the bid document.

10.5 The NDMA, New Delhi shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered as indicated in ANNEXURE VII of the bid document.

10.6 The evaluation shall be done on L-1 firm of total package cost of all the manpower inclusive of EPF, ESI, Service Tax, or any other tax / charge wherever applicable.

10.7 All correspondence and notices under this tender shall be issued by NDMA by Registered Post Acknowledgement Dueq It is the responsibility of the bidder to ensure that he provides the correct address to NDMA.

11. RATES

The basic rates (column no. 13 (M11 of excel sheet) of financial bid) quoted by the tenderer shall be firm and inclusive of EPF,ESI & any other charges if any. Contractor's / Tenderer's Service charge have to be reflected separately in BOQ/financial bid. Instructions/rules of Govt. regarding minimum wages of each category should be strictly followed.

11.2 Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.

11.3 However, the payment of enhancement / escalation charges on account of revision in minimum wages, statutory charges by the appropriate Govt. from time to time, shall be payable by the NDMA to the contractor in cases where the monthly rate quoted i.e. basic rate of financial bid (and accepted by NDMA) is less than the revised / enhanced minimum wages.

12. Award of Contract

12.1 The NDMA, New Delhi shall consider placement of letter of intent to those bidder(s) whose offers have been found acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with Annexure-VI of the bid document.

12.2 The NDMA New Delhi shall issue the work order separately to the successful bidder for engagement of outsourced persons.

13. Right to vary quantities

The NDMA, New Delhi reserves the right at the time of award of contract / during the currency of contract period to increase or decrease as per the required quantity of services specified in the Services to be provided without any change in charges of the offer or other terms and conditions upto the validity period of the contract agreement.

14. Signing of Contract

14.1 Signing of Agreement shall constitute the award of outsourcing contract on the bidder.

14.2 Upon the successful bidder furnishing the performance security, National Disaster Management Authority, New Delhi shall discharge its bid security in pursuant to Clause . 6 above.

15. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 17 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the NDMA New Delhi may make the award to any other bidder at the discretion of the NDMA New Delhi or call for new bids.

16. Cancellation of bid

The NDMA, New Delhi reserves the right to cancel the bid (tender) partly or fully without assigning any reason.

17. Payment terms

a) The agency shall raise the bill, in duplicate, along with attendance sheet duly verified by the NDMA New Delhi in respect of the persons deployed and submit the same to DDO in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. However, the relevant enclosures are specified as follows:

i. Payment shall be made to the manpower in the presence of the designated officer of O/o NDMA, New Delhi. The payment to the manpower shall be done either by cheque or through ECS only.

ii. EPF and ESI Challans.

iii. List of individual details of contributions made by the employer / employee towards EPF and ESI.

iv. Copy of the service tax paid receipt.

v. The contractor shall submit paid challan of the bank for the previous month for depositing ESI and EPF contribution & indicating names of the employees and amount remitted for each should be enclosed alongwith the bills.

18. Termination of Contract

The NDMA, New Delhi may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in part by written notice indicating the date w.e.f. which the termination is to become effective.

If the contractor fails to arrange the supply of the services of secretarial and various other personnel for use National Disaster Management Authority;

a. within the period(s) specified in the contract or any extension thereof granted by the NDMA, New Delhi

Or

b. If the contractor fails to perform any other obligation(s) under the contract.

The NDMA, New Delhi may without prejudice, to other rights under Law or the contract provided get the hiring of services of secretarial and various other personnel done at the risk and cost of the contractor in above circumstances.

19. Termination for insolvency

The NDMA New Delhi may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

20. Force Majeure

If at 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, lockage or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such 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 NDMA New Delhi as to whether the supplies have been so resumed or not shall be final and conclusive, 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.

21. Arbitration

21.1 In event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably by mutual consultations, If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the National Disaster Management Authority on the recommendation of the Secretary, Department of Legal Affairs (Law Secretary), Government of India. The provisions of arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause. The venue of such arbitration shall be Delhi or any other place, as may be decided by the arbitrator.

21.2 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.

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

22. Set Off

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

23. INDEMNITY

The successful tenderer shall at all times indemnify the department, consequent on this service contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any loss/damage due to the commission or omission of any act of the employee of the contractor and/or any expenses towards court cases due to any activities of the contractor or any of his employer.

24. DELAYS BY THE SERVICE PROVIDER

24.1 Provisions of manpower and performance of the services shall be made by the service provider in accordance with the time schedule specified by the NDMA in its award of contract. In case the service is not completed in the stipulated time period, as indicated in the work Order, Authority reserves the right to pre close / cancel this work order and/or recover liquidated damage charges. The cancellation / pre closing of the work order shall be at the risk and responsibility of the service provider and NDMA reserves the right to engage balance manpower at the risk and cost of the defaulting service provider.

24.2 Delay by the Service provider in the performance of its delivery obligations shall render the Service provider liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

24.3 If at any time during the performance of the contract, the service provider encounters condition impeding timely delivery of the performance of service, the Service provider shall promptly notify to the NDMA in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the Authority shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 1 weeks) subject to furnishing of additional performance security by the service provider @ 5% of the total value of the contract.

24.4 If the services are not completed in the extended delivery period, the NDMA order shall be pre-closed and both the Performance securities shall be forfeited.

25 LIQUIDATED DAMAGES

25.1 The date of supply manpower to NDMA stipulated in the acceptance of the tender should be deemed to be the essence of the contract and engagement must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, supply of manpower be made after expiry of the contracted delivery period, without prior concurrence of NDMA and be accepted by the NDMA, such delivery will not deprive the NDMA of its right to recover liquidated damage under clause 24.2 above.

25.2 Should the supplier fails to provide the manpower within the period prescribed for NDMA shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof. LD charges shall be levied as above on the total value of the work Order. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the service provider.**

NOTE:

“In case of conflict regarding Terms and Conditions contained in NIT, the provision of GFR 2005, MOF guidelines and other extant govt. order shall prevail.”

SECTION-II
SPECIAL CONDITIONS OF CONTRACT

GENERAL:

1. The contractor shall be registered with appropriate authority, i.e. labour commissioner of Delhi in this case.
2. The contract for **outsourcing of services of secretarial and various other personnel for use in National Disaster Management Authority (LIST ATTACHED)** shall be for a period of one year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of attendants deployed, breach of contract, reduction or cessation of the requirements of work.
3. The quantities may vary as per requirement of services as per clause 8 below.
4. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this office. The extension of the contract should not normally be for more than six months.
5. The contract may at best be extended up to a period of not exceeding 1 year on the same terms and conditions.
6. The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
7. The contractor will be required to disburse the remuneration strictly in accordance with the amount quoted in the financial bid (the quoted amount shall not be less than the latest minimum wages prescribed by the appropriate authority) and accepted by NDMA. Any reduction against the said amount will attract legal action in addition to administrative action against the firm.
8. The service requirement of this office {NDMA, New Delhi} may further increase or decrease during the period of contract and the contractor would have to provide additional service providers(persons), if required on the same terms and conditions. The persons deputed by the Agency for this purpose will be subject to acceptance by NDMA.
9. The contractor will be bound by the details furnished by him / her to this Department, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
10. Financial bids of only those contractors who qualify in the technical bid shall be evaluated. This office reserves right to terminate the contract during entire period also after giving a one months notice to the contracting agency.
11. The contractor shall ensure that the persons deployed for delivering services in NDMA, New Delhi conforms to the technical specifications of language skills etc. prescribed in the Tender Document.
12. The persons deployed by the agency shall be required to work normally as per this office's working days, i.e. from Monday to Friday from 09:30 hrs. to 18:00 hrs. with a lunch break. *The person deployed may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if and when required. Such person, if deputed for any official work outside the office within*

Delhi/New Delhi area, shall be provided only the actual ordinary bus fare. No Extra charges shall be paid otherwise.

13. The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual persons who will be deployed by it in this Department before the commencement work:

- a. List of persons short listed by agency for deployment at the NDMA, New Delhi containing full details i.e. date of birth, marital status, address etc;
- b. Bio-data of the persons.
- c. Certificate of verification of antecedents of persons by local police authority.

14. The Contractor shall be held responsible for the purpose of NDMA, in any case of misconduct/indiscipline/incompetence/security risks. The Contractor shall be liable to take corrective measures including replacement of the erring person within 48 hrs of complaint by NDMA, failing which the Contractor will be liable for breach of Contract.

15. The bidding company shall provide identity cards to their personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age, blood group and Identification mark etc.

16. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.

17. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

18. The person deployed shall be required to report for work at 09:30 hrs. to NDMA, New Delhi and would leave at 18:00 hrs. In case, person deployed is absent on a particular day, comes late / leaves early or does not perform the duties assigned to him, the payment to contractor will be done on pro-rata basis.

19. Necessary certificate for satisfactory performance by officer in charge will be required. For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills 5 % amount of W.O. in addition to excess payment made to rectify/reconstruct or replace any defective work. No payment will be made for such execution.

20. The selected agency shall immediately provide a substitute in the event of any person not reporting for duty without prior permission due to his / her personal reasons. **The delay by the Agency in providing a substitute beyond three working days shall attract penalty @ Rs. 200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.**

21. For all intents and purposes, the contractor shall be the “Employer+ within the meaning of different Labour Legislations in respect of attendants deployed in this office for providing services as mentioned vide this notice.

22. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

23. The persons deployed by the contractor shall not have any claims of Master and Servant relationship vis a vis NDMA, New Delhi nor have any principal and agent relationship with or against the NDMA, New Delhi.

24. The work force deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in the NDMA, New Delhi. The Contractor should communicate the above to all the persons deployed in this office by the contractor.

25. Payment shall be made only to the contractor and on monthly basis as per actual services. The contractor has to raise invoices in the first week of the next month for the services rendered in the month.

26. The contractor will be responsible for compliance of all statutory provisions relating to Minimum Wages Acts, Provident Fund, and Employees State Insurance, and any other act/laws pertaining to the service asked in this tender in respect of the persons deployed by it in this office.

27. Contractor shall also be liable for depositing all taxes, duties, levies, Cess etc. on account of service rendered by it and to National Disaster Management Authority and to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

28. The contractor shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.

29. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

30. In case the contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof This office is put to any loss / obligation, monetary or otherwise, This office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned Tender/Workq from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc ..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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: <https://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 / eCode / 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 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 biddersqdashboard) 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.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) 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**.

BID FORM (Technical)

Bidder's details

For Outsourcing of work Requiring services of secretarial and other personnel in the National Disaster Management Authority, New Delhi.

1. Name of Tendering Company/ Firm / Agency
(Attach certificate of registration) _____
2. Name of proprietor / Director of Company/Firm/agency _____
3. Full Address of Reg. Office
Telephone No. _____
FAX No. : _____
E-Mail Address : _____
4. Full address of Operating/Branch Office
Telephone No. : _____
FAX No. : _____
E-Mail Address : _____
5. PAN / GIR No
(Attach attested copy) _____
6. Service Tax Registration No.
(Attach attested copy) _____
7. E.P.F. Registration No.
(Attach attested copy) _____
8. E.S.I. Registration No
(Attach attested copy) _____

CERTIFICATE REGARDING NEAR RELATIVES

I S/O resident of
hereby certify that none of my near relative(s) as defined below is/are employed in NDMA .
In case at any stage, it is found that the information given by me is false/incorrect, NDMA
shall have absolute right to take any action as deemed fit without any prior information to
me.

Definition: 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) & sister's husband(brother-in-law).

(In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company)

BID FORM

Tender No.
(Name & Address of the Purchaser)

Date.....

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nosõ ... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with 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 services within () months specified in the contract within () days 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 120 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 thisday of2015

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

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

Tele No(s):-
FAX No(s)
E-Mail Address

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/earned 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 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 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) /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.

ANNEXURE-VII

FINANCIAL BID

Sl. No.	Name of the post	No. of post	Basic Rate (Rs.)	Contractor's Service charge (in %)	Contractor's Service Charge (in Rupees)	Service tax @ 14%	Amount per person per month	Total Amount with taxes
1	DEO/COMPUTER OPERATOR/CLERICAL STAFF 12 th Standard Pass or equivalent with 2 years experience in a similar position with typing speed of 40 wpm. Diploma/Certificate in Computer, MS Office Suit, Adobe Reader, Internet, E-Mail etc	23						
2.	STENOGRAPHER 12 th Standard Pass or equivalent with 2 years experience in a similar position and Shorthand/ Typing speed of 80/40 wpm. Diploma/Certificate in computer.	17						
3.	MOTOR CAR DRIVER 8 th Standard Pass or equivalent with Possession of a valid motor driving license, with 3 years experience of driving motor cars.	5						
4	PEON 8 th Standard Pass or equivalent with 2 years experience as peon/messenger.	32						
Total								