

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

Dated: 23.10.2016

NOTICE INVITING TENDER

National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi on behalf of President of India invites online bids in two bids system (Technical & Financial) from reputed agencies / firms who hold valid license under Contract Labour (Regulation & Abolition) Act,1970, are registered under Private Security Agencies (Regulation) Act 2005 and Delhi Private Security Agencies (Regulation) Rules, 2009 , ESI , EPF and have service tax registration for providing Security Services in NDMA for a period of one year.

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	24.10.2016	17.00 hrs
2.	Tender document download start date	24.10.2016	17.30 hrs
3.	Bid submission start date	24.10.2016	18.00 hrs
4.	Bid submission close date	16.11.2016	14.00 hrs
5.	Opening of technical bids	16.11.2016	15.00 hrs

(M.L. Sharma)
Under Secretary (Gen.)
National Disaster Management Authority,
A-1, Safdarjung Enclave,
New Delhi – 110029
Ph. – 011 – 26701736

National Disaster Management Authority

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

Tender Document

1.	The requirement will be initially for 13 Security Personnel (01 Chief Security Supervisor, 03 Shift Supervisor and 09 Guards).
2.	<p>Technical bid (Necessary Qualifying Conditions): It should contain signed and scanned copies of below mentioned documents. Non submission of any of these document may result in cancellation of bid::</p> <ol style="list-style-type: none">i. Tender Fee and EMD/Bid Security as mentioned in clause 3 and 4 below.ii. Attested registration certificate of Security Agency issued by the appropriate authorities.iii. Attested copy of valid labour licence from the Regional Labour Commissioner for specific number of persons required for the Contract under contract Labour (Regulation & Abolition) Act, 1970.iv. Attested copy of valid Service Tax registration certificate.v. Attested copy of registration under Private Security Agencies (Regulation) Act 2005 andvi. Attested copy of registration under Delhi Private Security Agencies (Regulation) Rules, 2009.vii. Attested copy of registration under Employees Provident Fund Organization (EPFO)viii. Attested copy of registration under Employees State Insurance Corporation (ESIC)ix. Status: whether Proprietor /Firm/Companyx. Satisfactory performance certificate issued by the Govt./Semi-Govt. and / or Central Autonomous Bodies for atleast three years in last five years (2011-12, 2012-13, 2013-14,2014-15 & 2015-16)xi. List of Clients.xii. Copy of PAN & IT returns filed for the years 2013-14 & 2014-15.xiii. An undertaking that the security agency has not been blacklisted by any Government Department/Autonomous bodies as on the date of submission of the bid.xiv. Annual turnover of Rs. 25 Lakh each year for 2013-14 & 2014-15 issued by the Chartered Accountant (CA).xv. Clause by clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original Tender document by the authorized person /persons.
3.	<p>Earnest Money Deposit (EMD) : Rs.1,00,000/- in the form of Account payee Demand Draft/Banker's Cheque/FDR 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. EMD should be valid for a period of 45 days beyond the final bid validity period. It shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD shall be forfeited (a) if a bidder withdraws his bid during the period of bid validity specified by the bidder on bid form or (b) in case of a successful bidder fails to sign</p>

	the contract and fails to furnish performance security. In both the cases, the bidder will not be eligible to participate in the tender for one year from the date of issue of offer. Earnest money will be forfeited if the contractor fails to commence the work as per award letter for the work. EMD may be dropped in the tender box placed in Reception Area of NDMA Bhawan, National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi -110029 on or before due date. The NDMA shall not be responsible if the EMD is delivered elsewhere.
4.	Tender fee: Rs. 500/- (Rupees five hundred only) (non-refundable) in the form of Account payee Demand Draft/Banker's Cheque in favour of DDO, NDMA payable at New Delhi. Tender Fee may be dropped in the tender box placed in Reception Area of NDMA Bhawan, National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi -110029 on or before due date. The NDMA shall not be responsible if the fee is delivered elsewhere.
5.	The EMD and Tender Fee may also be deposited electronically by RTGS/NEFT 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.	Performance Security Bond: Performance Security Bond only in the form of Bank Guarantee from a commercial bank of 10% of the total order value should be furnished by the successful bidder from any scheduled bank and in the format provided in the Bid Document. The Bank Guarantee shall be kept with NDMA for a period of two months beyond the contract period (i.e. 14 months) and shall be released after the successful completion of the contract.
7.	The bidder is expected to examine all the instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
8.	Tenders received after due date/time or without EMD and tender fee shall be rejected.
9.	NDMA reserves the right to accept or reject any or all the offers without assigning any reason.
10	Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
11	The tenderer shall not be permitted to tender for works in NDMA if his/her relative is posted in NDMA. He shall also intimate the name of the persons who are working with him in any capacity and are relatives as mentioned above.
12	Note : A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family, or (b) they are husband and wife, or (c) the one is related to the other in the following manner : father, mother (including step mother), son (including step son), Son's wife, Daughter (including step daughter), Father's father, Son's son, Son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.

13	The tenderer shall quote rates both in figures and words. When there is difference between the rates in figures and in words, the rates, mentioned in words shall prevail.
14	The tenderer should quote the rates after assessing the work requirement.
15	The tenderer should not make any changes in the downloaded document.
16	The Tender submitted by the tenderer shall remain valid for acceptance for a period of 180 days from of last date of submission of tender. The tenderer shall not be entitled during the said period of 180 days to revoke or cancel his tender or to vary the tender or any terms thereof.
17	All notices, communications, references and complaints made by the Security Agency or the Contractor concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
18	Bid must be received by the employer, not later than the specified date and time; specified date for submission of bid being declared holiday by the Govt., the bid will be received up to the appointed time on the next working day.
19	The “Security Agency” shall indemnify the NDMA, for all losses/damages, whatsoever and shall be solely responsible for consequences of any untoward, uncalled for and unforeseen circumstances including accidents, if any.
20	NDMA is not bound to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.
21	<p>Evaluation:</p> <p>21.1 The Bids received shall be evaluated in NDMA to determine whether they are in conformity with the eligibility criteria and other terms and conditions of the NIT. Minor deficiencies like spelling mistakes in bid document can be waived off at the discretion of this office. A non responsive Bid would be summarily rejected.</p> <p>21.2 A bid will be considered as non-responsive if –</p> <ol style="list-style-type: none"> i. the Bid security amount drawn is less. ii. the Bid security/cost of tender form is not drawn as given in NIT. iii. the bid validity is less than 180 days. iv. bids submitted with conditions other than those specified in the Bid document. v. the bids are received later than the specified time of closing of the bid vi. 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. vii. Canvassing in any form is noticed at any stage. viii. all the pages of bid document is not signed by the authorized

- representative of the firm
- ix. If the firm quotes 'Nil' **service charges/consideration.**[Ref, MoF No.29(1)/2014-PPD dated 26.01.2014.]
- x. the details of the DD/any other accepted instrument, physically sent, does not tally with the details available in the scanned copy and the data entered during bid submission time.

21.3 The bidder shall quote minimum wages applicable to the respective category as prescribed by the office of the Labour Commissioner, Govt. of NCT of Delhi for the following categories:

Sl	Category	Educational Qualification as per the category mentioned by the office of the Labour Commissioner, Govt. of NCT of Delhi.
1	Chief security supervisor	Graduate and above
2	Shift supervisor	Matriculate but not graduate
3	Security Guards	Non-Matriculates

Financial bids of only those contractors who qualify in the technical bid shall be evaluated. **The Financial Bids shall be evaluated on the basis of the total amount arrived as per the quotes of the bidder in the price schedule. In the event of bids received unquoted in any of the columns of the price schedule, the same shall be summarily rejected.**

21.4 Instructions/rules of Delhi Govt. regarding minimum wages of each category should be strictly followed. Prices once fixed will remain valid during the schedule contract period. However, the payment of enhanced / 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 for passing the same to the personnel engaged in the respective categories.

TERMS AND CONDITIONS:

1.	Period of Contract: The contract will be initially for a period of one year which may be extended further with mutual consent for a maximum period of 1 year.
2.	The requirement of security personnel will be purely need based. Therefore, the requirement may be increased or decreased as per requirement. NDMA will be under no obligation to hire any specific number of security personnel during the period of contract.
3.	NDMA reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
4.	The period of contract shall be initially for one year, and can be terminated by the NDMA by giving one month notice to the agency.
5.	The payment on account of enhancement/escalation charges on account of revision in minimum wages, statutory charges by the appropriate Govt. from time to time, shall be payable by the NDMA to the contractor.
6.	The pre-receipted bill shall be submitted by the Security Agency in duplicate duly supported by proof of attendance, payment of statutory charges/subscription payment. Payment will be made against monthly bills supported by requisite documents. The bill format will be in the same format as quoted in the financial bid. The firm will submit the bill latest by 5 th of the following month alongwith the satisfactory performance certificate to be issued by the Security Officer of NDMA.
7.	The rates and prices toward the service charges quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.
8.	The tenderer shall have to execute an agreement with NDMA on a non judicial stamp paper of Rs.100/-.
9.	The Agency shall have to provide Telephone numbers for 24 hours' contact.
10.	In case of any breach of the terms and conditions of the contract, the NDMA may write to the issuing bank of the bank guarantee for revocation of the same, in addition to any other action which may be taken by the Competent Authority.
11.	The agency should abide by rules laid down by any statutory authority relevant to the deployment of security guards.
12.	The agency shall indemnify NDMA against any liability due to noncompliance of statutory obligations by the agency for any reason whatsoever.
13.	The successful tenderer/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.

14.	Any person who is in Govt. service or an employee of NDMA shall not be made partner to the contract by the tenderer/agency directly or indirectly in any manner, whatsoever.
15.	The agency shall provide statutory benefits to its Security Guards/Supervisors.
16.	Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.
17.	The rates quoted by the firm/agency for deployment of Security Guards will be applicable in Delhi/NCR.
18.	In case L1 backs out, the tender shall be cancelled and NDMA may call for new bids.
19.	The bid security may be forfeited: a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on bid form or b) In case of a successful bidder fails (i) To sign the contract (ii) To furnish performance security In both cases, the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of offer.

SCOPE OF WORK:

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

Note-1 ::

In terms of Govt. of NCT of Delhi, Labour Department Order No.12(142)/02/MW/VII/3210 dated 08/10/2012 :-
Guard category will be Semi-Skilled,
Shift Supervisor category will be Non-Technical Supervisor Staff (Matriculate but not Graduates), and
Chief Security Supervisor category will be Non-Technical Supervisor Staff (Graduates and above).

Note-2 ::

Number of guards/supervisor is as under (subject to increase/decrease on requirement basis):-
Guard = 09
Shift Supervisor = 03
Chief Security Supervisor = 01



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



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

Information Sheet

1.	Name of the firm	
2.	Address and Telephone number of the firm	
3.	EMD/Bid Security Details	DD/FDR/Banker's cheque no.: Bank: Branch: Dated: Amount:
4.	Tender Fee Details	DD/FDR/Banker's cheque no.: Bank: Branch: Dated: Amount:
5.	Licence No. issued by Office of the Labour Commissioner	
6.	Licence No. issued under the Private Security Agencies (Regulations) Act, 2005	
7.	Licence No. issued under the Delhi Private Security Agencies (Regulation) Rules, 2009.	
8.	EPF Account No.	
9.	ESI Registration No.	
10.	Annual turnover for 2013-14 & 2014-15	
11.	Experience (in years)	
12.	PAN No.	
13.	Name of the Clients and tenure of contract	

Validate

Print

Help

Item Wise BOQ

Tender Inviting Authority: National Disaster Management Authority

Name of Work: Security Guard

Contract No: 10-1/2015-Genl

Bidder Name :	
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PRICE SCHEDULE

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

NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	TEXT	TEXT	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	TEXT #
Sl. No.	Item Description	Quantity	Minimum wage per month	EPF (13.36%)	ESI (4.75%)	Total (13+14+15)	Weekly off/Leave relief in lieu of Holiday /national Holiday (subject to change on revision of minimum	Total (16+17)	Service charge (to be quoted in % on Sl. No 18)	Service charge (in rupes of Sl. No 18)	Any other charges/ tax etc (in %)	Any other charges/ tax (in rupes)	Total (Sl. No. 18 + 20 + 22)	Service Tax (in % on Sl. No. 23)	Service Tax (in Rupes on Sl. No. 23)	TOTAL AMOUNT (for each Employee)	TOTAL AMOUNT (quantity * rate per Employee)	TOTAL AMOUNT In Words

							m wages)											
1	2	4	13	14	15	16	17	18	19	20	21	22	23	50	51	53	54	55
1	Items																	
1.01	Chief Security Supervisor	1.0000		0.00 00	0.00 00	0.000 0		0.0 00 0		0.00 00		0.00 00	0.00 00		0	0.00 00	0	INR Zero Only
1.02	Shift Supervisor	3.0000		0.00 00	0.00 00	0.000 0		0.0 00 0		0.00 00		0.00 00	0.00 00		0	0.00 00	0	INR Zero Only
1.03	Guard	9.0000		0.00 00	0.00 00	0.000 0		0.0 00 0		0.00 00		0.00 00	0.00 00		0	0.00 00	0	INR Zero Only
Total in Figures																0.0 000	0.0 000	
Quoted Rate in Words	INR Zero Only																	

AGREEMENT FOR SECURITY SERVICE

This _____ AGREEMENT _____ made _____ on
this _____ day _____ of _____

_____ between the National Disaster Management Authority, Government of India (First Party) and having its office at "NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi -110029.

And

M/s _____ at _____

_____ (hereinafter referred to as Contractor)

WHEREAS the NDMA is desirous of giving a contract for providing Security Services(herein after referred to as Contractor's workers) at NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi and whereas the Contractor has offered to provide Security Guards on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition) Act, 1970, and under Private Security Agencies (Regulation) Act 2005 and Delhi Private Security Agencies (Regulation) Rules, 2009 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the NDMA. The contractor shall be solely liable for any violation of the provisions of the said Acts or any other Act.

WHEREAS NDMA has agreed to award the contract of work of security service and keep a strict watch and ward of the land and properties of located at A-1, Safdarjung Enclave, New Delhi – 110029.

And, WHEREAS the contractor has agreed to furnish to the NDMA a Security deposit _____ of Rs..... by way of Bank Guarantee/FDR/Account Payee Demand Draft.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

A. GENERAL CONDITIONS:

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

B. CONTRACTOR'S OBLIGATIONS:

1.	That the contractor shall provide the required number of Contractor's workers in NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi-110029.
2.	That for performing the duties, the contractor shall deploy persons in eight hours shifts or as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined in performance of their duty. It is further agreed, that the Contractor shall engage medically and physically fit persons below the age of 50 years only.
3.	That the contractor shall submit details like name, age, sex, parentage, residential address (present & permanent), etc, along with a copy of latest passport size photograph of the persons deployed by him in the premises of NDMA Bhawan. For the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

4.	That the guards so deployed shall be exclusively for duties in NDMA Bhawan. They should not be asked to do duty beyond eight hours duty in any other organization.
5.	That the security posts in NDMA Bhawan shall not be guarded by any other substitute guard, who has already performed eight hours duty for the day.
6.	That the contractor shall ensure that the persons so deployed do not allow any property of the NDMA Bhawan to be taken out of the premises without a valid Gate Pass signed by the designated officials of the NDMA. As a safeguard, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor.
7.	The contractor shall report promptly to Dy. Secretary (Admn.)/designated officer of the NDMA any theft or pilferage that takes place or where any attempt is made to that effect, and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets (moveable and immovable) of the NDMA and if there is any loss to the Authority, on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the NDMA.
8.	That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid service rendered to National Disaster Management Authority and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936, The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the NDMA indemnified from all acts of omission, fault breaches and /or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under any of these the NDMA shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury, from the contractor's monthly payments.
9.	That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at NDMA Bhawan in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.
10.	That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.
11.	That the contractor shall be required to maintain permanent attendance register/roll at the NDMA Bhawan premises which shall be open for inspection and checking by the authorized officers of NDMA. The payment shall however be made as per the biometric attendance of the Private Security Personnel.
12.	The contractor is required to pay its workers the wages quoted by it and accepted by NDMA in full through their (individuals) Saving Bank Accounts, a copy of which shall be placed for verification of NDMA before the subsequent payments. Any deviations to the same would be treated as breach of contract and necessary action would be taken

	by NDMA as deemed appropriate.
13.	That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include army cut, ankles, boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. the seasonal equipment such as jerseys, gray coats in winters and raincoats in monsoon shall also be provided by the contractor at his cost and NDMA shall have no liability whatsoever on this account. The uniform shall be approved by the NDMA.
14.	The contractor shall take all reasonable precautions to prevent any unlawful riotous or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of NDMA.
15.	That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provision of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the NDMA a sum as may be claimed by NDMA.

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

D. INDEMNIFICATION

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

E. PENALTIES / LIABILITIES:

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

F. COMMENCEMENT AND TERMINATION:

1.	That this agreement shall come into force w.e.f. (the date decided by the Authority) and shall remain in force initially for a period of one year, which may be extended, up to one year. This agreement may be extended on such terms and conditions as are mutually agreed upon on satisfactory completion of the period.
2.	That this agreement may be terminated on any of the following contingencies: - a) On the expiry of the contract period as stated above b) By giving one month's notice by NDMA on account of: i) Committing breach by the contractor of any of the terms and conditions of this agreement. ii) Assigning the contract or any part thereof to any sub-contractor by the contractor c) The contractor being declared insolvent by Competent Court of Law.
3.	During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

4.	It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrane/problem of any nature for NDMA.

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

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

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

For and on behalf of the contractor_____

WITNESS

1.

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PERFORMANCE SECURITY BOND FORM

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

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

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

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

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

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

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

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

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

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

Witnesses:-

1.

Telephone No.(s):-
STD Code-
FAX No.
E-Mail Address:-

2.

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’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.
- 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**.