

**.7-1/2011-Admn.  
Government of India  
National Disaster Management Authority  
NDMA Bhavan, A-1, Safdarjang Enclave  
New Delhi-110029**

**TENDER NOTICE**

National Disaster Management Authority (NDMA) invites sealed quotations from registered/well-established/reputed firms for providing the Secretarial Services and various other personnel on monthly contract basis as per its requirement.

2. Interested parties, who have sufficient experience in the field, can obtain **Detailed Information/Terms & Conditions of the Tender** download the same from NDMA's website [www.ndma.gov.in](http://www.ndma.gov.in).

3. Quotation in sealed cover superscribed "**Quotation for Hiring of Services of various categories of personnel**" should be sent by Speed Post/Registered Post, alongwith a DD/Pay Order for Rs.4,00,000/- (Rs. Four lac only) in favour of DDO, NDMA, as Earnest Money (Refundable), addressed to **Shri D.P. Majhi, Under Secretary, NDMA**. The schedule of receipt and opening of Quotations is as under:

**Last Date and Time for receipt of: 16.01.2012 (1500 hrs)  
Quotations**

**Date & Time for opening of Quotations : 16.01.2012 (1530 hrs)**

4. Quotations received after the stipulated date & time /incomplete Quotations will not be entertained. The Quotations will be opened on the stipulated date & time in Conference Hall, Ground Floor, NDMA Bhawan, New Delhi, in the presence of the tenderers or their authorized representatives who may like to be present.

No.7-1/2011-Admn.  
National Disaster Management Authority  
(Administration Section)

**DETAILED INFORMATION/TERMS AND CONDITIONS FOR HIRING THE SERVICES OF SECRETARIAL AND VARIOUS OTHER PERSONNEL THROUGH THE PLACEMENT AGENCY.**

1. The personnel engaged for the services in the NDMA shall be the employees of the Placement Agency and will take their remuneration/wages from them. They will have no claim of whatsoever nature including monetary claims or any other claim or benefits from the NDMA.
2. The Placement Agency shall make their own arrangement for commuting the personnel requisitioned, to the NDMA's office, wherever located in the areas of New Delhi/Delhi and back.
3. That Placement Agency will furnish to the NDMA the full particulars of the personnel sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address, etc., and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police, and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the NDMA.
4. The Placement Agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of secretarial and other personnel.
5. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Placement Agency and the NDMA shall not be responsible for any such liability.
6. The Placement Agency shall undertake to indemnify the NDMA for any liability under any law arising out of the engagement of the said personnel.

7. The Placement Agency shall comply with all the rules and regulations regarding safety and security of its employees and the NDMA will in no way be responsible in any manner in case of any mishap to their personnel.
8. The personnel provided shall be under the direct control and supervision of the Placement Agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the NDMA from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the NDMA.
9. The Placement Agency shall not sub-contract the services of personnel sponsored by them without prior permission of the NDMA.
10. The Placement Agency shall make payment of remuneration/wages to its personnel before 7<sup>th</sup> of every month. After making the payment, the Placement Agency shall raise the bill on the NDMA for payment of the settled amount.
11. The NDMA shall deduct proportionate amount for each day of absence of the personnel while making payment to the Placement Agency each month.
12. The Placement Agency shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the Placement Agency shall provide replacement services of suitable personnel.
13. During the subsistence of the contract, the NDMA shall not undertake any monetary liability other than the amount payable to the Placement Agency for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the Placement Agency. Even if the NDMA has to bear such liabilities on unforeseen circumstances/occasions, the NDMA will recover such amount from the Placement Agency by adjusting the amount payable to them.

14. In case the employees of the Placement Agency do not attend the work at any time for whatever reason, the Placement Agency shall make alternate arrangements at no extra cost to the NDMA, so that the daily work of the NDMA does not suffer. If no such alternate arrangements are made, proportionate deductions shall be made out of the contracted amount. The NDMA shall also be free to make alternate arrangements the cost of which shall be recovered from the Placement Agency.
15. Any loss, theft or damage to the life and/or property of the employees of the NDMA and/or property of the NDMA shall be compensated by the Placement Agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the Placement Agency.
16. The Placement Agency shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of the Placement Agency to provide such amenities, the NDMA shall be free to provide the same and the NDMA shall have right to recover all expenses incurred in providing such amenities from the Placement Agency by deduction from any amount payable to the Placement Agency
17. The Placement Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act, 1954, ESI Act, 1948, Provident Funds and MP Act, 1952, Workmen's Compensation Act, Payment of Bonus Act, and take such steps as may be deemed necessary in this regard from time to time.
18. The Placement Agency will not ask for any enhancement of approved rates during the contract period.
19. It will be the sole liability of the Placement Agency to pay the wages, provident fund, ESI, leave benefits, bonus, medical facilities, etc., to its employees as applicable under the relevant rules.

20. If the Placement Agency fails to render any or all the services, for any period during the currency of the contract, the NDMA shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the Placement Agency.
21. The Placement Agency have to deposit Security Deposit/Bank Guarantee equivalent to 10% (Ten percent) of total contract value. The Security Deposit will be released after one month of the expiry of the contract satisfactorily.
22. If the Placement Agency fail to provide satisfactory performance, the NDMA shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the Placement Agency, etc.
23. The NDMA reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.
24. In case of any dispute, the Secretary/Addl. Secretary, NDMA, will appoint an arbitrator and the decision of the arbitrator will be final and binding to both the parties.
25. All disputes will be settled in the jurisdiction of the Delhi Courts.
26. The period of the contract will be one year from the date of award of the contract, and on expiry of the said period, the contract may be extended by the mutual consent of both the parties.
27. The Placement Agency shall be responsible for payment of Provident Fund and other payments due to their employees deployed at the NDMA.
28. The Placement Agency shall supply a copy of confirmation from their employees regarding acceptance of employment at agreed wages in advance.

29. The tenderers have to submit the following documents :
- a) Photocopies Registration of ESI, PF, etc.
  - b) Photocopy of Current Labour Licence.
  - c) Photocopy of PAN/TAN.
  - d) Photocopies of Income Tax returns for the last 3 years.
  - e) Photocopies of similar contract executed, if any, with Govt. Departments.
30. The NDMA reserves the right to accept or reject any Tender/Quotation in full or in part, without assigning any reason thereof.
31. An Earnest Money Deposit (EMD) of Rs.4,00,000/- (Rs. Four lac only) has to be deposited in the form of a Bank Demand Draft/Pay Order in favour of DDO, NDMA, alongwith the Quotation. The EMD will be refunded to the unsuccessful bidders on finalization of the bids.
32. The owner/partner/manager of the Placement Agency should be available on his own direct telephone (office as well as residence) and also on mobile phone.
33. There should be no cutting/overwriting in the Quotations.
34. A copy of these terms and conditions duly signed by the tenderer in token of having understood and agreed to the same should be attached alongwith the Quotation.
35. The Quotations will be opened in the presence of the representatives of the Tenderers who may like to be present.
36. The Placement Agency will be required to execute the contract agreement on a non-judicial paper of Rs.100/- on acceptance of their Quotation.

37. The above particulars are also available on NDMA's website i.e. [www.ndma.gov.in](http://www.ndma.gov.in).

**(D.P. Majhi)**  
**Under Secretary, NDMA.**  
**Tel. No. 26701768**

**Encl. : As above.**

**SIGNATURE OF THE TENDERER**

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**NAME IN BLOCK LETTERS**

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**FULL ADDRESS**

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# NATIONAL DISASTER MANAGEMENT AUTHORITY

## FINANCIAL BID

In addition to the commission to be quoted below by the contractor, the NDMA will pay to the selected contractor the wages on the basis of rates approved by NDMA.

Keeping in view the above mentioned amount as being a fixed factor, the contractor may hereunder indicate only the percentage of commission of the bill amount (excluding taxes).

Percentage of Commission in figures:

Percentage of Commission in words: \_\_\_\_\_

Signature of the authorized signatory  
(Please affix company/firm's official rubber stamp)

## **DRAFT AGREEMENT**

This deed of contract agreement is made for and on behalf of the President of India on the \_\_\_\_\_ day of \_\_\_\_\_ between the National Disaster Management Authority (NDMA), having its Office located at present at Centaur Hotel, Near IGI Airport, New Delhi-110037, hereinafter referred to as “NDMA” and \_\_\_\_\_, having its Registered Office at \_\_\_\_\_, hereinafter referred to as \_\_\_\_\_ (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its partners, successors and assignees).

WHEREAS the contractor is engaged in providing Secretarial Services and various other personnel on contract basis.

WHEREAS the NDMA for its Office located at present at A-1, NDMA Bhawan, Safdarjung Enclave, Delhi-110029, is desirous to avail the various services being provided by the contractor.

Now it is agreed and declared by and between the two parties as follows:-

- 1 That the contractor shall provide the services of required number of personnel as and when demanded by the NDMA.
- 2 That the personnel engaged for the services in the NDMA shall be the employees of the contractor and will take their remuneration/wages from the contractor. They will have no claim of whatsoever nature including monetary claims or any other claim or benefits from the NDMA.
- 3 The contractor shall make its own arrangement for commuting the personnel requisitioned, to the NDMA’s office, wherever located in the areas of New Delhi/Delhi and back.
- 4 That the contractor will furnish to the NDMA the full particulars of the personnel sponsored, including details like Name, Father’s Name, Age, Photograph, Permanent Address, etc., and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police, and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the NDMA.

Contd...2/-

- 5 That the contractor will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of secretarial personnel. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the contractor and the NDMA shall not be responsible for any such liability. The contractor shall undertake to indemnify the NDMA for any liability under any law arising out of the engagement of the said personnel.
- 6 That the contractor shall comply with all rules and regulations regarding safety and security of its employees and the NDMA will in no way be responsible in any manner in case of any mishap to its personnel.
- 7 That the personnel provided shall be under the direct control and supervision of the contractor. However, they shall comply with the oral and written instructions being given on day to day basis, by the officer(s) authorized by the NDMA from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the NDMA.
- 8 That the contractor shall not sub-contract the services of personnel sponsored by them without prior permission of the NDMA.
- 9 That the contractor shall make payment of remuneration/wages to its personnel before 7<sup>th</sup> of every month. After making the payment, the contractor shall raise the bill on the NDMA for payment of the settled amount.
- 10 That the NDMA shall watch the attendance of the personnel sponsored by the contractor and it shall maintain attendance register in respect of such personnel. The NDMA shall deduct a proportionate amount for each day of absence of the such personnel while making payment to the placement agency each month.

- 11 That the contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the contractor shall provide replacement services of suitable personnel.
- 12 That during the subsistence of the contract, the NDMA shall not undertake any monetary liability other than the amount payable to the contractor for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the contractor. Even if the NDMA has to bear such liabilities on unforeseen circumstances/occasions, the NDMA will recover such amount from the contractor by adjusting the amount payable to them.
- 13 That in case the employees of the contractor do not attend the work at any time for whatever reason, the contractor shall make alternate arrangements at no extra cost to the NDMA, so that the daily work of the NDMA does not suffer. If no such alternate arrangements are made, proportionate deductions shall be made out of the contracted amount. The NDMA shall also be free to make alternate arrangements the cost of which shall be recovered from the contractor.
- 14 That any loss, theft or damage to the life and/or property of the employees of the NDMA and/or property of the NDMA shall be compensated by the contractor, if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the contractor.
- 15 The contractor shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of contractor to provide such amenities, the NDMA shall be free to provide the same and the NDMA shall have right to recover all expenses incurred in providing such amenities from the contractor by deduction from any amount payable to the contractor.

- 16 The contractor shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act, 1954, ESI Act, 1948, Provident Funds and MP Act, 1952, Workmen's Compensation Act, Payment of Bonus Act, and take such steps as may be deemed necessary in this regard from time to time.
  
- 17 It will be the sole liability of the contractor to pay the wages, provident fund, ESI, leave benefits, bonus, medical facilities, etc., to its employees as applicable under the relevant rules. The contractor has to give an undertaking in this regard that it is following all the labour laws including the payment of minimum wages, etc. If desired, the contractor is liable to furnish all the relevant records for verification, to the NDMA.
  
- 18 If the contractor fails to render any or all the services, for any period during the currency of the contract, the NDMA shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the contractor.
  
- 19 The contractor has to deposit a Security Deposit/Bank Guarantee equivalent to 10% (Ten percent) of total contract value. This Security Deposit will be released after one month of the expiry of the contract satisfactorily.
  
- 20 TDS on account of Income Tax/WCT in accordance with DVAT as applicable will be deducted from the mon - 5 - ents of the contractor
  
- 21 If the contractor fails to provide satisfactory performance, the NDMA shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor, etc.

- 22 The NDMA reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract.
- 23 In case of any dispute, the Secretary/Addl. Secretary, NDMA, will appoint an arbitrator and the decision of the arbitrator will be final and binding to both the parties.
- 24 All disputes will be settled in the jurisdiction of the Delhi Courts.
- 25 That the period of this agreement is of one year i.e. from \_\_\_\_\_ to \_\_\_\_\_, and on expiry of the said period, the contract may be extended by the mutual consent of both the parties. In case the contractor desires to terminate the contract before the expiry of one year, one month's notice or an amount equal to one month's contract money in lieu of notice shall be paid by the contractor. The amount of contract money shall not be more than the wages paid by the contractor to its employees deployed at the NDMA in the preceding month.
- 26 The contractor shall be responsible for payment of Provident Fund and other payments due to its employees deployed at the NDMA.
- 27 The contractor shall supply a copy of confirmation from its employees regarding acceptance of employment at agreed wages in advance.
- 28 Under Secy. (Admn.), NDMA, shall provide the monthly attendance to the contractor for release of payment to its employees.
- 29 The contractor will charge ----- the percentage of commission of the bill amount (Excluding taxes).

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