

**NIDM/Admn/Maint/oursourcing - DEO/2014-15, dated 12.3.15**  
**National Institute of Disaster Management**  
**(Ministry of Home Affairs)**  
**5-B, IIPA Campus, I.P. Estate, Ring Road,**  
**New Delhi-110002**  
**Phone: (011-23702432, 23705583, 23766146 Fax: 23702442, 23702446)**

National Institute of Disaster Management (NIDM) New Delhi intends to hire the services of four Data Entry Operators (category Graduate and above) on contract basis based on minimum wages fixed by Govt. of NCT + all other statutory requirements. The number of Data Entry Operators may vary based on requirement. The successful bidder will be awarded the CONTRACT FOR HIRING manpower services on MONTHLY BASIS initially for 1 year extendable to 2 years.

**2. INTRUCTIONS TO TENDERERS**

The tender for hiring of manpower services shall be in a two-bid system. Tender shall comprise of a Technical bid (seeking information about technical capabilities, experience of similar service, loss of diems and work orders, where such services are being provided, testimonials/certificates, manpower available etc.) and a Financial bid ( showing details of costs involved including taxes).

The Tender is not transferable under any circumstances. Each page of the Tender Document shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign and embossed with the official seal at the time of submission.

**3. DOCUMENTS TO BE SUBMITTED**

The Bidder should submit following documents along with the technical bid:

- (a) Experience certificates or work orders for providing such services to Govt./Govt. undertaking for a period of at least 5 years.
- (b) Copy of relevant registration documents certifying its entity as proprietorship/partnership/company.
- (c) Certificates from the E.S.I. & the E.P.F. for employees of the company/ firm (if applicable for the firm)
- (d) Certificates of sales Tax Clearance, Income Tax Clearance, PAN document.
- (e) Audited Balance Sheets for the last 3 years.
- (f) **EARNEST MONEY:** An amount of Rs. 10,000/- (Rupees Ten Thousand only) only by Demand Draft/Pay Order/ Banker's Cheque of any scheduled bank is to be deposited in favour of "NIDM" and payable at "New Delhi". No interest will be payable by the NIDM on the Earnest Money Deposit. The EMD will be refunded to the unsuccessful bidders. Any tender not accompanied by Earnest Money Deposit will be rejected summarily. The successful bidder will be required to deposit a "Security Money" of Rs. 30,000/- with NIDM.

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#### **4. LAST DATE FOR SUBMISSION OF TENDER**

The tender documents duly completed must reach the Executive Director, National Institute of Disaster Management on or **before 15:00 hours on 26/3/2015** . The tenders received after stipulated date & time will not **be entertained, the tenders shall be opened on the same** day i.e. 1600 hrs on 26/3/2015.

Both Technical Bid and Financial Bid shall have to be submitted in separate sealed envelopes superscribing clearly the nature of bid and in turn submitted together in a sealed envelope.

#### **5. EFFECT AND VALIDITY OF OFFER**

The tender shall remain valid for a period of ninety (90) days from the date of opening of tender.

#### **6. OPENING OF PRICE BID**

The price bids of only those firms, who are found qualified on evaluation of the technical bids, shall be opened on a later date with intimation to the bidders. In case the date of opening tender is declared to be a Holiday by the Central/State/ Govt. or Local administration, then it will be opened on the next working day. However, opening/closing time of tender will remain the same.

#### **7. ACCEPTANCE OF TENDER**

Institute reserves the right to reject any or all tenders without assigning any reason.

Acceptance of tendered rates will be communicated by Fax/ Express letter to the tenderer followed by a hard copy letter.

The tenderer whose tender is accepted shall be required to appear at the office of the Executive Director, National Institute of Disaster Management, in person or, if the tenderers are a firm/party, company or a corporation, a duly authorized representative shall so appear and execute the contract documents as stipulated in the conditions of tender within 7 days of the date of issue of letter from the NIDM's Office.

#### **8. DURATION OF CONTRACT**

At the initial stage, the contract of hiring manpower services shall be awarded for a period of one year from the date of commencement of contract which may be extended for a maximum period of 2 years on mutually acceptable terms and conditions and rates at the sole discretion of NIDM management.

#### **9. SCOPE OF WORK**

##### **Duties**

Data Entry Operators attached to the Training Division shall assist the Course Co-coordinators in preparation of study material, typing work, diary and

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dispatch work, receiving and submission of nominations, registration of participants and other related work training programmes .

Data Entry Operators attached to the other Division shall assist the Divisional Head in all the works assigned to him /her from time to time.

**10. LIABILITY FOR LABOUR AND/OR PERSONNEL**

The contractor shall be responsible for compliance of relevant labour laws or any other act to the extent these are applicable to his establishment/workmen.

**11. SUBCONTRACTING NOT ALLOWED**

The successful bidder shall not subcontract, transfer or assign the task to any other agency without the previous written approval of NIDM. In case of contractor contravenes this conditions, NIDM shall be entitled to place the contract elsewhere at the cost and risk of contractor and all expenses borne on this account shall be recovered from him.

**12. ADDITIONAL OR EXTRA SERVICES**

The contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by NIDM, subject to the terms and conditions of the contract. The contractor may also be asked to provide additional services not specifically provided for in this contract, for which the remuneration shall be payable at the rates as may be settled by mutual negotiation. In the absence of an agreement being reached on the rates for such additional services, the decision of the Executive Director, NIDM will be final and binding and non-settlement of the rates for additional services will not confer any right upon the contractor to refuse to carry out or render such services.

The decision of the Executive Director, NIDM with respect to the rates for extra/substituted items of work will be final and binding.

**13. PAYMENT**

The payment of hiring manpower services will be made on monthly basis with satisfactory performance.

**14. SERVICE TAX**

The provision of manpower service will be considered as service. Any service tax applicable on the rate will be paid extra by the Institute. In monthly bill charged with service tax, the contractor will be responsible to make the payment of the service tax to the respective Govt. Department. After making the payment the contractor shall have to submit the proof of the same to the Finance & Accounts of the Institute during the submission of the next monthly

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bill. Contractor has to clearly mention about service tax in their financial bid otherwise it is presumed that the rate is inclusive of service tax.

**15. ILLEGAL GRATIFICATION**

Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any employee(s) of NIDM or to any person on his or on their behalf in relation to the obtaining or the executing of this or any other contract with NIDM shall entitle. NIDM to rescind all contracts with him in addition to any criminal liability for the dealings or transactions either directly or indirectly with any employee(s) of NIDM and, if he shall do so, NIDM shall be entitled forthwith to rescind his all contracts with NIDM. Any question or dispute as to the commission of any offence or compensation payable to NIDM under this clause shall be settled by NIDM in such a manner as it considers fit, sufficient and decision in this regard shall be final and conclusive.

The contractor shall forbid and take all possible steps within his power to prevent all workers and other persons employed by him from demanding or receiving from any person other than the contractor himself or his agents any remuneration or gratuity whatsoever.

**16. NIDM RESERVES THE RIGHT TO TERMINATE THE AGREEMENT IN CASE CONTRACTOR BECOMES INSOLVENT OR IS CONVICTED IN A COURT OF LAW**

If, at any time, the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted in any Court of Law, NIDM will have the absolute option of terminating the contract forthwith and the contractor shall have no right for damage or compensation on this account.

**17. EXIT CLAUSE**

NIDM will also have the Liberty to seek a clause of termination of contract by serving an advance 30 days notice against contractor in case there are reasons for doing so as determined by the Authority.

**18. ARBITRATION**

In case of any dispute arising out of interpretation of any of the provisions of this contract, an arbitrator shall be appointed by the Competent Authority of the Institute. There will be no objection if the arbitrator so appointed is an employee of NIDM and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute in reference.

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Subject to aforesaid, the provision of the Arbitration Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

**19. GENERAL**

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the NIDM whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Executive Director, NIDM whose decision will be final and binding.

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**TEHCNICAL BID**  
**(for Hiring of Manpower Service for National Institute of Disaster Management)**

**Reference: NIDM/Admn/outsourcing – Data Entry Opeators/2014-15**

- 1. Name of the Bidder:**
- 2. Address of the Bidder (with Tel. & Mob. Nos.):**
- 3. Nature of Ownership:  
(Sole Proprietor/Partnership firm/Company)**

**4. Experience:**

<b>Client Name</b>	<b>Period from which services provided</b>	<b>Nos. of manpower provided</b>	<b>Remarks (If any)</b>

- 5. No. of employees :**
- 6. Certificates from the E.S.I. & the E.P.F. for employees of the company firm**
- 7. Certificates of Sales Tax Clearance, Income Tax Clearance**
- 8. Audited Balance Sheet for the last 3 years.**
- 9. EARNEST MONEY:** An amount of Rs. 10,000/- (Rupees Ten Thousand only) only be Demand Draft/Pay Order/ Banker's Cheque of any scheduled bank is to be deposited in favour of "NIDM" and payable at "New Delhi". No interest will be payable by the NIDM on the Earnest Money Deposit. The EMD will be refunded to the unsuccessful bidders. Any tender not accompanied by Earnest Money Deposit will be rejected summarily.

The successful bidder will be require deposit a "Security Money" of Rs. 30,000/- with NIDM.

- 10. The above information may be physically verified, and any default may technically disqualify the bids.**

**I/we certify that the information provided above and the relevant certificates enclosed are true.**

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**Annexure-II**

**Price Bid for hiring of Manpower Services**

<b>S.No.</b>	<b>Description</b>	<b>Nos.</b>	<b>Rate</b>	<b>Amount</b>
<b>1.</b>	<b>Providing Manpower (category – Graduate and above ) based on minimum wages fixed by Govt. of NCT + all other statutory requirements</b>	<b>4</b>		

**Authorized signature and seal of the Tenderer**

**SIGNATURE OF TENDERER**