

# CORRIGENDUM NO 02

## Date: 02.08.2024

All prospective Bidders are hereby informed that Alamadhi Semen Station NDDB DS has amend the tender with changes in Bank Guarantee & Category of Manpower

And Date of submission of Quotation has been extended to 13 August 2024

Note:

1. The above corrigendum shall form part of the bidding document. All other terms & conditions shall remain unchanged.
2. The bidders are requested to submit their bids before the due date and time

Issued by: Alamadhi SS NDDB DS

# CORRIGENDUM NO 01

All prospective Bidders are hereby informed that Alamadhi Semen Station NDDB DS has amend the tender with removing of Group medical policy & insurance for manpower supply at CCBF Andeshnagar.

Note:

3. The above corrigendum shall form part of the bidding document. All other terms & conditions shall remain unchanged.

4. The bidders are requested to submit their bids before the due date and time

Issued by: Alamadhi SS NDDB DS

# **TENDER DOCUMENT**

**FOR hiring an agency to engage required manpower at CCBF Andeshnagar.**

**IFB Ref: *NDS/ALM/ACCBFAN/MANPOWER/JULY/24-25-/01***

**Issued by**

**Alamadhi Semen Station, Alamadhi**

**POINTS BIDDERS SHOULD BEAR IN MIND**

- 1) BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS MAY BE REJECTED.
- 2) BIDS SUBMITTED WITHOUT SUBMISSION OF EARNEST MONEY DEPOSIT TONDDDB Dairy Services (NDS) SHALL BE SUMMARILY REJECTED.
- 3) BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- 4) NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- 5) THE BID, ALONGWITH ENCLOSURES SHOULD BE IN ENGLISH ONLY.
- 6) THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
- 7) NDDDB Dairy Services RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

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### **CHECK LIST**

- |           |   |        |
|-----------|---|--------|
| <b>1.</b> | Have you submitted the original EMD to Alamadhi Semen Station on or before the date & time mentioned in the bid document?             | Yes/No |
| <b>2.</b> | Have you quoted Bid prices in terms of clause 14.1 Section-III?   | Yes/No |
| <b>3.</b> | Have you submitted the Form of Bid? (Section VI )   | Yes/No |
| <b>4.</b> | Have you submitted the duly digitally signed/signed documents completed in all respect?   | Yes/No |
| <b>5.</b> | Have you noted the Service Period mentioned in the bid (Section-I)?   | Yes/No |
| <b>6.</b> | Have you kept your offer valid for 120 days?  | Yes/No |
| <b>7.</b> | Have you furnished copies of your PAN, GST Reg. No., PF & ESIC Registration No. etc. (as per statutory requirement of above services) | Yes/No |
| <b>8.</b> | Have you submitted the Statements of Deviations (Preferably Nil) (Section VII Part A&B)?  | Yes/No |

### **Signature & Seal of the Bidder**

**(PLEASE FILL UP THE ABOVE AND UPLOAD THE SAME WITH THE TECHNICAL BID)**

NDDDB Dairy Services

BIDDER

## Section 1 Invitation of Bids

### NDDB Dairy Services

#### Address:

NDDB House, Safdarjung Enclave, New Delhi, Southwest Delhi, Delhi,  
110029

011-4988300/49883088/Mob 8853491248

Web: <https://www.alamadhisenstation.com/>

### 1.1 **Tender Reference:**

#### **NDS/ALM/ACCBFAN/MANPOWER/JULY/24-25-/01**

The Alamadhi Semen Station NDDB Dairy Services, Delhi invites “sealed bids” from reputed eligible bidders for the following work: -

Bid Ref:	<b>Reference source not found.</b> NDS/ALM/ACCBFAN/MANPOWER/JULY/24-25-/01
Description	<b><i>For hiring an agency to engage required manpower at CCBF Andeshnagar, Lakhimpurkhiri, Uttar Pradesh</i></b>
Estimated Cost	<b>Rs. 120 Lakh</b>
EMD	<b>Rs. 1.20 Lakh.</b> (In the form of <b><u>Demand Draft</u></b> in favor of Alamadhi Semen Station Alamadhii or through NEFT/RTGS OR in the form of Bank Guarantee.)
Bid Start Date	<b>19 July 2024</b>
Pre-bid meeting	<b><i>A pre-bid meeting will be held at 11:00 AM on 29<sup>rd</sup> July, 2024. (Bidders should send their request to attend the pre-bid meeting before 15.00 HRS of 22.07.2024 through an email to samar.rehman@nddbdairyservices.com Venue: NDS Delhi office)</i></b>
Sale of bid End Date	<b>08.08.2024 chnaged to 13.08.2024</b>
Last Date & Time of Submission of bid	<b>03:00 PM on 08.08.2024 changed to 13.08.2024</b>
Bid Opening	<b>03:30 PM on 08.08.2024 changed to 13.08.2024</b>
Tenure of Contract	One year ( <b>tentatively from 01.09.2024</b> ), this may extended for further period of 3 years on the basis of performance of the contract.
Delivery Location	CCBF Andeshnagar, Lakhimpur Khiri, Uttar Pradesh

## **Section 2 Instructions to Bidder**

### **2.1 The bidders must meet the following minimum qualifying criteria:**

- a) The Bidder, in the same name and style, should be in business at least for last **three years** at time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence.
- b) The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies Act, Goods and Service Tax (GST), the building & other construction workers' welfare cess act, Employee State Insurance, Contract Labour, Provident fund, professional tax etc.
- c) The bidder must possess documents mentioned at Section 3.3. In the absence of documentary proof of these documents, the technical offer will be considered as non-responsive:
- d) The Bidder's Financial Turnover in the same name and style in each of the last three financial years ending 31st March shall be not less than **60% of the estimated cost**.
- e) The bidder should have positive net worth at least in last two financial years.
- f) The bidder should have positive cash flow in any one financial year out of the last 3 financial years.
- g) The Bidder in the same name and style shall have successfully executed / completed contracts of similar nature during the last five years ending last day of the month previous to the month in which bid is opened, either of the following: -
  - i. One Contract / Work of similar nature costing not less than 80% of estimated value  
OR
  - ii. Two Contracts / Works of similar nature each costing not less than 50% of estimated value  
OR
  - iii. Three Contracts / Works of similar nature each costing not less than 40% of estimated value.
- h) In addition to the above, the following information/documents should also be **submitted** along with the online bid by the bidder for evaluation/determination of their eligibility:



- i. Copy of the Income Tax Returns for three previous years for income tax purpose.
  - ii. Audited financials including cash flow statement for last 3 financial years.
- i) Even though the bidder's meet the specified criteria, it may be disqualified if it has:
  - i. Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification
  - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.
  - iii. If the bidder is overbooked beyond his capacity to execute the work as per required schedules.

## 2.2 Eligible Bidders

This invitation for Bids is open to all suppliers who have downloaded this bidding document in their name and meet the minimum eligibility criteria, if any, specified in this bidding document.

## 2.3 Bidding Document

The fee/cost for bidding document is NIL.

- i. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the NDDDB Dairy Services hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Interested eligible bidders may obtain further information from (Purchase), Address: NDDDB House, Safdarjung Enclave, New Delhi, Southwest Delhi, Delhi, 110029 011-4988300/49883088/Mob 8853491248 Web: <https://www.alamadhisemenstation.com>
- ii. Downloading the Document
  - i. The bid documents will be available in the website at <https://www.alamadhisemenstation.com> can be downloaded and used as tender documents for uploading the offer.
  - ii. It is hereby brought to the notice of all bidders that if any change/additions/ deletions/alterations are found to be made by them in the tender and the same is subsequently noticed at any stage, even after award of the contract, the bidders are liable for all consequences thereof and NDS shall be free to take suitable action as deemed necessary.

## **2.4 Content of Bidding Documents**

- i. The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
  - (a) Instructions to Bidder;
  - (b) Statutory and Legal Conditions of Contract;
  - (c) Scope of work and terms & conditions
  - (d) Price Schedule;
  - (e) Form of Bid;
  - (f) Deviation statement
  - (g) Format of Bank Guarantee for performance security
  - (h) Format of Undertaking
  
- ii. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents 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.

## **2.5 Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing/fax/telex/email at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 7 days prior to the deadline for the submission of bids prescribed by the Purchaser. If required, written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded in the websites mentioned.

## **2.6 Amendment of Bidding Documents**

At any time prior to the deadline for the submission of bids, the NDS may for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by the issuance of amendment.

The amendment will be uploaded on Alamadhi Semen Station Website. Before submission of the bid, the bidder should check the ASS Website/ for any Corrigendum/additional information on the bidding document, if any.

However, non-information in changes/amendments put on website as Corrigendum to the prospective bidders shall not bind the NDS to extend the deadline for the submission of the bids and non-compliance to such

Corrigendum by the bidder shall result to non-responsiveness of the bid leading to rejection.

## **2.7 Preparation of Bid.**

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language

## **2.8 Documents comprising the bid**

The Bid prepared by the Bidder shall comprise the following documents:

- a. A complete description of Services the Bidder intends to provide and a price schedule completed in accordance with clause nos 2.10 and
- b. Earnest Money Deposit in accordance with Clause No.2.15
- c. Documentary evidence establishing bidder's eligibility and qualifications in accordance with Clause No. 2.13 and
- d. Documentary evidence establishing eligibility and conformity of services in accordance with Clause No. 2.14
- e. A price schedule completed in all respect.
- f. Even though the applicants meet the above criteria, they are subject to be disqualified if they have:
  - i. Made untrue or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and or,
  - ii. Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, or financial failures etc. (it should be part of evaluation)
  - iii. Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidders capabilities and capacity to execute the contract satisfactorily before deciding on award.

Any exceptions the Bidder wishes to take in any aspect of the bidding document or payment schedule including a justification for the exception in the format furnished in Section 7

## **2.9 Bid Form**

- a. The Bidder shall complete the Bid Form furnished in the Bidding Documents submit the same along with technical bid.

- b. All the required document duly signed/digitally signed should be submitted on or before the specified date and time at ASS website.

#### **2.10 Bid Submission:**

- a) The original bid, both technical and Financial Bids shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial bid should respectively be in the format of price schedule given at Section-
- b) An authorized representative of the Consultants shall initial all pages of the original Technical and Financial bid. The authorization shall be in the form of a **written power of attorney** accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- c) The original and copy of the Technical bid along with EMD (if not paid through NEFT/RTGS) shall be placed in a sealed envelope clearly marked "TECHNICAL bid".
- d) Similarly, the original Price bid shall be placed in a sealed envelope clearly marked "Price bid" followed by the name of the Assignment/job.
- e) The envelopes containing the Technical bid (along with EMD if not paid by NEFT/RTGS), price bid, shall be placed into an outer envelope and sealed.
- f) This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Tender Document]". The Purchase shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for bid rejection. **If the Price bid is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the bid non-responsive.**
- g) The Proposals must be sent to the address indicated in the tender document and received by the purchaser no later than the time and the date indicated in the tender document, or any extension to this date in accordance with para 4.2 above. Any proposal received by the purchaser after the deadline for submission shall be returned unopened.

#### **2.11 Minimum wages**

- a. The successful bidder will be required to pay at least the minimum wages to their employees every month as per the prevailing wages

as decided by the Central / State Government. The contractor will be also required to fulfill all statutory perquisites / facilities such as PF, ESI, Insurance coverage, Leave, Bonus, safety guards etc., to their employees under prevailing labour laws of the Government.

- b. The minimum wages as decided by the Central / State Government may vary at any time during the contract period. The prevailing minimum wages and statutory perquisites are indicated in the price schedule as per section V.

## **2.12 Bid Currencies**

For a service covered in this Bidding Document, prices shall be quoted in Indian Rupees only.

## **2.13 Documents Establishing Bidders' Eligibility and Qualifications**

- a. Pursuant to Clause No. 2.9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- b. The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid is eligible to bid as defined under Clause 1.
- c. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
- d. That the Bidder has the financial and technical capability necessary to perform the Contract and meet the minimum qualifying criteria specified at clause 1. To this end, all bids submitted shall include the following information:
- e. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.
- f. Details of experience and past performance of the bidder on the contract's similar nature within the last 5 years and details of current contracts in hand and other commitments.
- g. Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory completion of the services provided.
- h. Qualification and experience of key personnel for successful execution of the contract;
- i. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report of the past three years etc.;
- j. Information regarding any current litigation in which the Bidder is involved.

Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the

forms, statements and attachments submitted in proof of the qualification requirements or have record of poor performance such as abandoning the work, not properly completing the contract etc.

**2.14 Documents Establishing Eligibility and Conformity to Bidding documents**

- a. Pursuant to Clause 2.9 the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents for all services, which the Bidder proposes to provide under the Contract.
- b. The documentary evidence of the services conformity to the Bidding Documents may be in the form of literature, drawing and data, and shall furnish:
- c. A statement of deviations and exceptions to the scope of work in the format furnished in the bidding document (Section VII (A)- Technical Deviation Statement Form).

**2.15 Earnest Money Deposit (EMD)**

The bid security shall be denominated in Indian Rupees only, and shall be in one of the following forms:

A bank guarantee issued by a Nationalized Indian bank or a foreign bank having branches in India, in the form provided in the Bidding Documents and valid up to **01 Jan 2025**. (For Format of BG Please refer Section 10)

**OR**

The EMD, shall be in the form of DD in favour of "Alamadhi SS NDDB DS", payable at Red hill from any Nationalized Bank / Scheduled Bank/ Foreign Banks having branches in India.

**For NEFT/RTGS payment bank details are as under:**

1. Beneficiary Name	<b>NDDB DS Alamadhi SS</b>
---------------------	----------------------------

2. Beneficiary Bank & Branch		<b>Indian Bank</b>
3. Account Number to be credited		<b>6702609295</b>
4. RTGS/IFSC Code		<b>IDIB000E044, EDAPALAYAM CHENNAI</b>

**2.15.1 In case of EMD submitted in the form of DD :**

The EMD in the form of DD [**in original**] should be delivered latest by **12:00 pm** on the date of submission of bids at communication address as stated in **clause 8**.

**2.15.2 In case of EMD submitted through NEFT/RTGS :**

The payment should be made on or before **12:00 pm** on the date of submission of bids.

For EMD payment made (either DD or RTGS/NEFT), the bidder is requested to send the communication by 12.30 PM on the date of submission of bids in following format through e-mail to [purchase@nddbdairyservices.coop/](mailto:purchase@nddbdairyservices.coop/) with: NDS/ALM/ACCBFAN/MANPOWER/JULY/24-25-/01 “as subject line. The bidder is also required to submit successful transaction details along with technical bid.

Name of the bidder	EMD Amount Paid in Rs.	LCB Ref. No.	DD No. with bank Details/ UTR No	Transaction date & time in case of NEFT/RTGS payment

For EMD refund through NEFT/RTGS, bank details in following format should be submitted.

1. Beneficiary Name		
2. Beneficiary Bank & Branch		
3. Account Number to be credited		
4. Type of Account to be credited		
5. RTGS/IFSC Code		

The EMD may be forfeited:

- a) If a bidder withdraws or modifies its bid during the period of bid validity  
**OR**  
b) In the case of the successful bidder, if the bidder fails to sign the Contract (i.e., return the signed copy of duplicate Purchase Order, and furnish Performance Security, if asked for)

Unsuccessful bidder's bid security will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of the bid validity of 120 days from the date of bid opening. The successful Bidder's EMD will be discharged upon the Bidders executing the Contract i.e., return the signed copy of duplicate Purchase Order, and furnish the Performance Security, if asked for.

- c) Pursuant to Clause No.2.9 the Bidder shall furnish, as part of its bid, EMD as specified in the Schedule of Requirements.
- d) The EMD security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Clause No. i)
- e) The EMD shall be denominated in Indian Rupees only, and shall be in one of the following forms:
- f) A Demand Draft in favor of NDDDB Dairy Services, payable **at** Redhill Chennai from any Nationalized Bank / Scheduled Bank / Foreign Banks having branches in India.
- g) Any bid not accompanied with EMD in accordance with paras. a and b will be rejected by the Purchaser as non-responsive, pursuant to Clause 24.
- h) Unsuccessful Bidder's EMD will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to Clause 16.
- i) The successful Bidder's EMD will be discharged upon the Bidders executing the Contract, pursuant to Clause 31, and furnishing the performance security, pursuant to Clause 32.
- j) The EMD may be forfeited: If a Bidder withdraws or modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- k) In the case of these successful Bidder, if the Bidder fails:  
a. To sign the undertaking and contract in accordance with Clause 31;  
And  
b. To furnish performance security in accordance with Clause 32.

## **2.16 Period of Validity of Bids**

- a. Bids shall remain valid for 120 days after the date of bid opening prescribed by the Purchaser, pursuant to Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.



- b. In exceptional circumstance, the Purchaser may prior to the expiry of initial validity period solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The EMD provided under Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify its bid.

#### **2.17 Format and Signing of Bid**

- a. The submitted bid shall be digitally the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.
- b. Any correction made in the uploaded bid document should be signed by authorized signatory.

#### **2.18 Submission of bid**

- a. The bidders, who downloaded the bidding documents, are eligible for submission of bids in their names only. **The complete bidding document with the bid** without any modifications/alternations, as a token of their acceptance towards enclosed scope of work, terms and conditions unconditionally.
- b. The technical Bid (Part I) has to be submitted and the commercial bid / price bid (Part II) has to be submitted in different envelope.

#### **2.19 Deadline for Submission of Bids**

- a. Bids must be submitted not later than the time specified for receipt of the bids in the Invitation for Bids (Section I). The **EMD (in original) should be delivered to communication address as stated** below, on or before the last date and time of receipt of bids.
- b. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **2.20 Late receipt of EMD**

Any EMD received by the Purchaser after the deadline for submission of bid prescribed by the Purchaser, pursuant of Clause 19, the bid shall be rejected.

## **2.21 Modification and Withdrawal of Bids**

- a. The Bidder cannot modify or withdraw its bid after the bid's submission.
- b. No bid can be modified subsequent to the deadline for submission of bids.
- c. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's EMD, pursuant to Clause 15.7.

## **2.22 Bid Opening and Evaluation**

The NDDB Dairy Services will open the Technical bids (of those bidders whose **Original EMD, in acceptable form**, have reached the office of NDS as mentioned in clause no. 2.33 of this section) on the time and date stated in the IFB. Bidders can witness ~~electronic~~ opening of bid.

Commercial bids will be opened electronically of only those bidders whose Technical Bid (Part-I) is found to be acceptable by NDS. Such bidders will be intimated regarding date of opening of Part II- Commercial Bid separately.

The NDS will examine the bids to determine whether they are complete, whether the requisite EMD have been furnished, whether the documents have been properly submitted, and whether the bids are generally in order.

## **2.23 Preliminary Evaluation**

The Purchaser will examine the technical bids to determine whether they are complete, whether required supporting documents have been furnished, and whether the bids are generally in order.

The purchaser will also examine whether the bid is complete. If the prices of certain item is found as "0" ("ZERO") it will be presumed that the bidder has included the cost of these items against some other items of the price bid. The bidder shall furnish the details of such inclusions separately.

If the Purchaser considers that with these omissions, the offered services is not functional, then the bid will be treated as incomplete and non-responsive.

Arithmetical errors – Not Applicable

Prior to the detailed evaluation, the Purchaser will determine the substantial responsive to the bidding documents. For purposes of these

clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which affects in any substantial way the functionality, scope, quality or performance of the deliveries or which limits in any substantial way inconsistent with the bidding documents, the Purchaser's rights or the bidder's obligations under the contract and the rectifications of which deviations would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.

#### **2.24 Evaluation and Comparison of Bids**

- a. The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 23. No bid will be considered if the complete requirement covered under the scope of work is not included in the bid. The unit price quoted should be after considering the discount, if any.
- b. The evaluation and comparison of bids will be done on the basis of quoted prices inclusive of applicable taxes and duties as mentioned in price schedule & ~~clause 11.2 and 11.3.~~

#### **2.25 Contacting the Purchaser**

- a. Subject to Clause 2.23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- b. Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

#### **2.26 Post Qualification**

- a. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

- b. The determination will consider the Bidder's financial, technical and servicing capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 2.13, as well as such other information as the Purchaser deems necessary and appropriate including details of experience and records of past performance.
- c. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

#### **2.27 Award of Contract**

Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further the bidder is determined to be qualified to perform the contract satisfactorily as per clause 28.

#### **2.28 Purchasers Right to Vary Quantities at the Time of Award.**

The Purchaser reserves the right to vary the quantities at the time of award of the contract, if the need arises in consultation with the successful bidder.

#### **2.29 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

NDDB Dairy Services does not bind itself to accept the lowest bid. NDS reserves the right to award the job either in part or full. NDS at its sole discretion and without assigning any reason thereof, also reserves the right to accept any/or reject any or all bids.

NDDB Dairy Services also reserves the right to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

#### **2.30 Notification of Award**

- a. Prior to expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter/courier/by cable/telex/fax/e-mail, to be confirmed in writing by registered letter/courier, that its bid has been accepted.
- b. The notification of award will constitute the formation of the Contract.

- c. Upon the successful Bidder's furnishing of performance security pursuant to Clause 31, the Purchaser will discharge the EMD of unsuccessful bidders, pursuant to Clause 15.

### **2.31 Signing of Contract**

- a. As the Purchaser notifies the successful Bidder that its bid has been accepted, the bidder is requested to submit the "Undertaking" as provided in the Bidding Document, incorporating all agreements between the parties.
- b. Successful bidder needs to sign the Agreement (format given at Section 12)
- c. The "Undertaking" and "Acceptance copy of the contract" shall be returned within 15 days from the date of contract.

### **2.32 Performance Security**

- a. Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the **performance BG (05% of total contract amount)** in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Purchaser. Bank guarantee issued only by Nationalized/Scheduled commercial Banks/Foreign banks having branches in India will be accepted.
- b. Failure of the successful Bidder to comply with the requirement of Clause 2.31 or Clause 2.32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
- c. If the bid of the successful bidder is seriously unbalanced in relation to the NDS's estimate of the real cost of the work to be performed under the contract, the NDS may require additional performance security to protect the NDS against financial loss in the event of subsequent default of the successful bidder under the contract. The value of the additional performance security shall be decided by the Purchaser based on mutual discussions with the successful bidder. The additional performance security shall be valid until the completion of contract or the Purchaser may decide as.

### **2.33 Address for Communication:**

(Purchase)  
NDDDB Dairy Services  
NDDDB House, Safdarjung Enclave,  
New Delhi, Southwest Delhi,  
Delhi, 110029, purchase@nddbdairyservices.com

**2.34 Bid Form**

- a. The Bidder shall complete the Bid Form (Format given as Section 6) furnished in the Bidding Documents and provided the same along with technical bid.
- b. All the required document duly sealed & signed should be submitted before the specified date and time at NDS office ~~MSTC Portal~~.

**2.35 Place of Opening of bid : NDDB Dairy Services office at New Delhi.**

## **Section 3 STATUTORY & LEGAL CONDITIONS OF CONTRACT**

### **Statutory / Legal requirements:**

NDDB DS Alaamdhi SS is registered as a Principal Employer with Labour Commissioner for the central Contract Labour (R&A) Act and other applicable Acts. Therefore, it is mandatory for bidders to ensure compliance of all labour laws

The compliance of following statutory provisions is compulsory for bidders.

### **3.1 Statutory Compliance and Undertaking by contractor:**

- a. The contractor shall pay wages to the workers deployed by him on monthly basis as per provision of the Contract Labour (Regulation & Abolition) Act .
- b. The payment of wages shall not be less than the central minimum wages. This payment to be made as per the central law under agriculture category. At the time of revision in minimum wages by the Government, the contractor needs to send suitable proposal to the NDDB-Dairy Services HR Division for approval of revision in minimum wages by attaching the gazette notification copy . attaching therewith copies of Central and State Government notifications and calculation of wages in approved Price-schedule. The contractor should provide salary to the manpower as per the salary component mentioned at Section 3 Part A.
- c. The contractor shall provide the services to locations which are to be informed by NDS as and when required, this is to be done as per the provisions of the applicable Acts in the respective state including State Shops and Commercial Establishments Act. He will ensure that he shall pay wages, statutory benefits as per applicable labor laws.
- d. Before engaging/deploying 20 or more persons on any day at NDDB Dairy Services Delhi (office) during tenure of the contract, the agency must obtain the license from Office of Labour Commissioner-Central under the Contract Labour (Regulation and Abolition) Act & Central Rules, 1970. During the currency of the contract, the agency shall continue to have/maintain valid license under the Act/Central Rules. The agency must display various Notices required under CLR&A Act, maintain first aid facility for workers, issue of employment card, monthly wage slips before payment of wages, pay equal wages for men and women under Equal Remuneration Act, submit the prescribed Form for commencement of work to Licensing Authority, yearly and half yearly ONLINE returns on Sharm Suvidha Portal, ensure wage payment only by bank transfer on or before 7th day of month, the NDDB-DS representative must sign the wages register, display of notices at work place on wages and wages period as per provisions of the Contract Labour (Regulation and Abolition) Act & Central Rules. The agency shall maintain all statutory registers required under provisions of CLR&A Act & other applicable labour laws. The Manager/Authorized Representative of the agency shall ensure his presence during inspection by the Labour Inspector at work location.
- e. The contractor shall ensure that payment of wages to the contract workers should not less than the minimum wages declared by Govt from time to time.

The contractor has to obtain signature of NDDB-Dairy Services Delhi



Representative (rule 73 of CLR&A Act Central Rules 1971) in the Wages Register, every month with a Certification as “it is certified that wages to the workers have been paid on\_(date) at the revised minimum wages by Cheque OR by bank transfer“.

£ The agency shall pay wages on time, without delay and maintain its record.

The agency shall also comply with all other statutory provisions of various labor laws including ESI Act, EPF Act, Payment of wages Act, Shops and Establishment Act, Payment of Bonus Act, Gratuity, Maternity etc All personnel deployed should be covered with valid insurance under Medical & Personal Accident Insurance Policy against accidents, which may result into personal injury or loss of life, within 7 days on acceptance of contract & provide copy of the Policy to NDDDB Diary Services office. In case of any breach of above provisions, this contract will be terminated without giving any notice.

***In case of Gratuity, NDS will inform the successful bidder about the manpower/s who will be falling under Gratuity act. Accordingly, bidder has to make the payment towards the gratuity to the respective manpower. The same shall be reimbursed by NDS.***

### **3.2 Undertaking by bidder:**

On receiving contract, the successful bidder needs to submit the Undertaking as per SECTION-IX of this tender document, regarding statutory compliance by contractor on non-judicial stamp paper of Rs.100/-, within 10 working days:

### **3.3 The bidder shall provide copies of VALID documents as under:**

#### **3.3.1 At the time of submission of bid :**

Agency shall furnish the following documents/copies during submission of bids. Failure to produce any of the documents/details may entail rejection of their quotation :

- i. Registration of incorporation as Firm /Proprietary/Company/ Partnership/ Society/ etc. under applicable Act
- ii. Registration under the State Shops and Comm. Establishment Act.
- iii. GST Registration
- iv. Registration under ESIC
- v. Registration under EPF
- vi. Labour Identification Number (LIN)
- vii. Registration under Income Tax
- viii. Registration under Local Professional Tax
- ix. Signed and sealed tender document on all pages by bidder.
- x. List of present clients, numbers of personnel provided to them manpower category wise

- xi. Copies of contract award letters of a such clients where No. of personnel deployed are in line with Section II.1 (f) (name and mobile telephone number of contact persons of such units are also may provide with whom this information could be verified by us).
- xii. ***Declaration: The track record of the Bidder should be clean and he should not have any involvement in any unlawful activity and fraud. The bidder should submit separate 'Declaration' in this regard (There is no specific format for this. It should be on bidder's letter head and with seal and signature).***

### **3.3.2 At the time of acceptance of the contract:**

The successful bidder shall provide to NDDDB Dairy Services, Delhi following documents /copies of documents within 7 working days' time from the date of acceptance of contract:

- i. Copies of Employees photo ID Card & employment letters issued to persons deployed.
- ii. Copy of Aadhar Card or Election Photo Identity Card of all persons
- iii. Copies of education/professional qualification certificate as may be applicable for deployed persons
- iv. Undertaking regarding statutory compliance in prescribed format by NDDDB Dairy Services on non-judicial stamp paper of Rs.100/-

In addition to above, the Contractor/Agency needs to provide the required details/documents to NDDDB Dairy Services Delhi (office) as and when asked for.

### **3.4 Statutory Registers and Notice Display:**

The successful bidder must maintain registers at the workplace including Muster roll, Register of Wages, register of overtime, register of fine, Gratuity Register, Maternity Register, Register of deduction, Register of Advance and issuance of Wages slips and display notices on wages and working hours as per provisions of the Contract Labour (R&A) Act and Rules,

The successful bidder must always display & maintain Notices at workplace with latest minimum wages without delay and abstracts of the Acts as per provisions of the applicable Acts for its verification by the Inspector from office of Labour Commissioner-Central, under CLR&A Act, at any time and provide its copy to NDDDB Dairy Services Delhi (office) for record.

### **3.5 EPF & ESIC Contribution:**

EPF and ESIC Contribution as per EPF & ESIC Acts (amended from time to time) shall have to be deposited by the contractor to the concerned

authority on time. List of workers and copies of Challans in this regard shall have to be submitted by the contractor with all monthly bills to NDDB DS Alamadhi Semen station, for reference and as and when asked for. Non-maintenance of record or non-production of record to NDDB Dairy Services Alamadhi SS whenever asked for, may warrant withholding of payment till the time, matter is settled to NDDB Dairy Services satisfaction. The contractor shall submit a statement giving the details of contribution deposited to EPFO & ESIC with their bill.

EPF benefits reimbursement to NDDB Dairy Services Alamadhi SS : As per guidelines given in Letter No. : CAIU/011(71)2016/ PMRPY/VOL.II/1854 dated 24/4/2018 from Employees Provident Fund organization (EPFO), Ministry of Labour, Govt. of India & Office Memorandum No. DGE-U-13015/01/2016-MP (G) dated 12/4/2018 related to Pradhan Mantri Rojgar Protsahan Yojana (PMRPY) the Government of India (GoI) will pay the full employer's contribution (EPF & EPS both) as admissible from time to time which is effective from 01.04.2018 for a period of three years to the new employees and to the existing beneficiaries under contract for their remaining period of three years through EPFO.

A copy each of the various documents, entries made in the respective registers and statutory returns sent to the various Government Authorities under the Labour enactments shall be provided to the NDDB Dairy Services for records.

## **Section 4 General Terms & Conditions of the Contract**

### **4.1 Scope of Service**

#### **Specific requirements:**

The Contractor shall provide the following services :

- 1) Filed preparation work/Cleaning/weeding/putting manure/watering and culturing the entire lawn area as well as agriculture field and mowing the lawns as & when required but not less than twice a month.
- 2) Making pits and cleaning of pots for flower beds and flowers.
- 3) Preparation of good soil with manure and fertilizers.
- 4) Watering, cutting, culturing and proper maintenance of flower beds & pots as well as agriculture crop.
- 5) Watering, cutting, culturing and proper maintenance of plants, shrubs & trees as well as agriculture crop.
- 6) Putting manure and fertilizers for lawns as well as agriculture crop, plants, trees etc.
- 7) Spraying insecticides and fungicides for lawns/plants/shrubs etc.
- 8) Routine operation and maintenance of lawn mower, gardening tools, tackles etc.
- 9) Any other work related to gardening as well as agriculture crop as assigned by the CCBF Andeshnagar's designated officer(s).

Contractor will ensure special care to the area earmarked for VIP's/dignitaries visiting CCBF Andeshnagar's premises.

#### **Material :**

Contractor shall carry out the above works by providing only labour and all materials such as seeds, plants, saplings, fertilizers, insecticides, pots, gardening tools, tackles, sprinkles etc. shall be arranged and will be provided by CCBF Andeshnagar. Contractor will provide requirements of such materials well in advance and assist CCBF Andeshnagar in procurement of the same wherever required.

#### **General requirements:**

- 1) The agency should have provided Gardner services as well as agriculture work of more than 50 personnel at CCBF Andeshnagar.
- 2) The agency must possess valid license from the UP Government to engage in the business of Horticulture in the UP and all other required statutory registrations mentioned herein after to discharge their functions.

**Deployment of personnel:**

- a) The existing requirement is 85 numbers. The agency need to deploy personnel on continuous basis, 8 hours duty.

- b) Numbers, Experience & Minimum Wages Category:

Head Category	No.	Qualification	Experience	Minimum wages category
Gardening workers	11	Education Minimum 8 <sup>th</sup> Class pass	At least 1-2 years	Cent. Govt. =Unskilled
Agriculture work as well as Fodder Farm	52	Education Minimum 8 <sup>th</sup> Class pass	At least 1-2 years	Cent. Govt. =Unskilled
Animal Husbandry Work	20	Education Minimum 8 <sup>th</sup> Class pass	At least 1-2 years	Cent. Govt. =Unskilled
Agri Supervisor	01	Education Minimum 12 <sup>th</sup> Class pass	At least 3-5 years	Cent. Govt. =Semi-skilled
Caretaker	01	Education Minimum 5 <sup>th</sup> Class pass	At least 1-2 years	Cent. Govt. =unskilled
Total : 85				

- a. Selection of skilled category manpower will be done by the NDDDB Dairy Services Alamadhi SS. Further to which entire employee life cycle will be handled by the agency. Accordingly, bidder should quote the rate in price schedule Part B.
- b. Notwithstanding anything stated elsewhere in the Bidding Document, irrespective of mode of the contracting with the successful bidder, the successful bidder will be liable for the payment applicable taxes including Indian Income Tax, surcharge on Income Tax, GST and anyother Corporate Tax, turnover tax etc. if attracted under the provisions of the law. The purchaser shall not bear any tax liability whatsoever irrespective of the mode of contracting.

- c. In the event, when GST is not applicable (to be informed by NDS) then the contractor should raise the invoice accordingly.
- d. Taxes, duties and levies: All taxes, duties, levies etc. imposed by the Central / State Government shall be borne by the Contractor during currency of contract.

#### **4.2 Termination of contract:**

- a. During the term of this contract, either party, reserves its right to terminate this contract by giving 30 (Thirty) days' notice without assigning any reason thereof.
- b. NDDDB- Dairy Services Alamadhi SS reserves the exclusive right to suspend, cancel, and terminate this contract at any time if it has sufficient reasons to believe that the Contractor has failed to perform or observe or fulfil any of the terms and conditions herein before contained and/or liable and responsible for any loss or damage suffered by the NDDDB Dairy Services Delhi (office).
- c. The NDDDB Dairy Services Alamadhi SS shall have the right to ask of the removal of any person, if one is not considered to be competent and orderly in the discharge of his duties.

#### **4.3 Penalty:**

- a. In the event of the Contractor's failure to execute the work entrusted to him under this contract satisfactorily, NDDDB Dairy Services shall make alternative arrangement to do it and the difference of cost incurred by NDDDB Dairy services, Alamadhi SS hereby shall be recovered from the Contractor's unpaid bills and Security Deposit.
- b. If the service provided by the agency is found to be unsatisfactory, the same shall be brought to their notice in writing and if no improvement is found in a stipulated time, then a penalty up to 10% of the monthly payment value will be imposed and same shall be recovered from the monthly bill.

#### **4.4 Force Majeure**

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither party shall be considered in default in performance of their obligations here under if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of law and order proclamation, regulation or ordinance of any Government or of any act of GOD or any other clause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their obligations by a state of Force Majeure lasting continuously for a period

of six months, the two parties should consult each other regarding the future implementation of the contract.

#### **4.5 Taxes, duties and levies**

All taxes, duties, levies etc. imposed by the Central / State Government in connection with this contract in force at the time of submission of BIDs shall be borne by the Contractor during currency of contract. The taxes deemed to have included in the price bid, however service tax shall be payable as applicable.

#### **4.6 Period of contract**

The contract shall be issued for a period of 1 year and may be extended subsequent period of 2 years base on satisfactory performance of the contractor & with same terms and conditions.

#### **4.7 Contractor's subordinate staff and their conduct**

- a. If and whenever any of the Contractor's employee shall in opinion of the NDDB Dairy Services Alamadhi SS, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the concerned Officer of NDDB Dairy Services Alamadhi SS, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Contractor if so directed by NDDB Dairy Services Alamadhi SS, shall remove such person/persons from employment. The contractor shall take the necessary legal formalities as per the law of land
- b. The Contractor shall be responsible for proper behavior of all the staff, employed directly or indirectly by him.
- c. All Contractors' personnel entering upon the CCBF Andeshnagar premises shall be properly identified by identity cards and uniform of a type acceptable to NDDB dairy services Alamadhi SS which must be worn by them at all times during duty hours.
- d. The Contractor will be required to submit details like photograph, name, father's name, address, contact number, educational qualifications and experience of the staff deployed under him at NDDB Dairy Services Alamadhi SS at the time of commencement of the contract.
- e. Smoking including chewing of Ghutkha, pan, masala etc, and drinking within the entire area of CCBF Andeshnagar (or where manpower to be deployed) premises is strictly prohibited. Violators of this rule shall be prosecuted as per law and discharged immediately.

#### **4.8 Completion of contract**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.

#### **4.9 Payment Term.**

The contractor shall raise the monthly bills in triplicate during first week of every month after successful completion of the works along with supporting documents and attendance report. This payment to be released within 15 days from the date of submission of invoice and against the submission of the bank statement which shows salary has been credited to each employee.

#### **4.10 Payments to the contractor shall be released only if it is accompanied by the proof of the following:**

- a) Submission of report on satisfactory services rendered every day for each trade.
- b) Submission of Certified Attendance Sheet for manpower provided.
- c) Submission of Challan for depositing Provident Fund & ESI with name individual manpower.
- d) Submission of the Receipt on monthly wages paid to the employees based on minimum wages as declared by the State / Central Govt. from time to time.
- e) Submission of Challan for depositing service tax due for preceding month.
- f) Payments of Security Deposit, Earnest Money Deposit to NDDDB Dairy Services.
- g) Submission of ESI challan for previous month
- h) (i) monthly report prescribed by NDDDB Dairy Services on details of EPF amount claimed from GoI under the PMRPY
- i) Professional tax report project wise
- j) PF & ESIC ECR

All payments will be subject to deduction of Income Tax at source as per Income Tax Act and as per Income Tax Rule thereof applicable from time to time.

#### **4.11 Arbitration**

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by NDDDB Dairy Services ASS at the time of dispute.
- b. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.



- c. It is a term of the contract that the cost of arbitration will be borne by both the parties.
- d. The venue of the arbitration shall be Delhi.
- e. Settlement of any disputes arising out of this agreement will be subject to Delhi Jurisdiction only. The resolution of dispute, if any, shall be settled initially, by way of mutual consultation and if it is not settled the same shall be referred to arbitrator. The sole arbitrator will be appointed by NDDDB Dairy Services or an officer designated by NDDDB Dairy Services ASS under his discretion and the arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 and thereafter amendments issued from time to time. The award of such sole arbitrator shall be final, conclusive and binding on the parties to this contract.

#### **4.12 Jurisdiction**

The contract shall be governed by and constructed according to the law in force in India. The venue of the arbitration shall be Delhi only.

#### **4.13 Insurance policy & legal obligations:**

- a. It is to be explicitly undertaken by the contractor that all statutory & legal requirements in respect of manpower deployed by the contractor shall be fulfilled by the agency themselves and NDDDB Dairy Services Delhi (office) shall not be responsible in any manner directly or indirectly. Any statutory obligation that may be required by the Government should be fulfilled by the agency on their part. The contractor shall be responsible for compliance of all statutory labour Acts and its rules amended from time to time.

#### **4.14 Records of Wages**

Maintenance of all types of registers pertaining to wages, attendance register, display of the Notices at place of work on minimum wages as per provisions of CLR&A Act/Rules are required to be maintained by the contractor.

#### **4.15 Negligence or default of contractor:**

- a. NDDDB Dairy Services may without prejudice to its other rights or remedy against the contractor in respect of inferior workmanship or any other provision of this contract or otherwise may issue a Notice in writing to absolutely determine the contract for the following cases:
- b. If the contractor neglects to carry out his obligation under the contract and / or commits defaults in complying with any of the terms and conditions and does not remedy even after written notice.
- c. When the contractor has been made liable for action under the aforesaid cases,

NDDB Dairy Services shall have powers:-

- d. To determine or rescind the contract. Upon such rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of NDDB Dairy Services.
- e. After giving notice to the contractor to measure up the work done by him in order to get the balance work done by another contractor.

**Section 5 PRICE SCHEDULE**

Sn	Description	Remark	Worker (Agriculture)	Worker (Gardner)	Worker (Animal Husbandry)	Worker - Pantry () Caretaker	Worker (Agriculture) Supervisor	
			Unskilled	Unskilled	Unskilled	Unskilled	Semi-Skilled	
1	Monthly Minimum Wages (Basic+DA) as on 01/04/2024 as per Central Govt for agriculture services.	Monthly Mini. Wages (MMW) =Daily wages x 26 days Un- skilled = 449 x 26	11674.00	11674.00	11674.00	11674.00	11934.00	
2	Allowances		0.00	0.00	0.00	1350.00	1000.00	
3	EPF	13% of MMW (wage celling Rs.15000)	1517.62	1517.62	1517.62	1693.12	1681.42	
4	ESIC	3.25% of MMW	379.41	379.41	379.41	423.28	420.36	
6	Wages for National holidays #	4 days wages per year (MMW÷30 or 31 days as applicable)	0.00	0.00	0.00	0.00	0.00	
7	Sub Total (Part A)		13,571.03	13,571.03	13,571.03	15,140.40	15,035.78	
8	No of Worker		52.00	11.00	20.00	1.00	1.00	
9	Grand Total of all workers		7,05,693.30	1,49,281.28	2,71,420.50	15,140.40	15,035.78	
	Total		11,56,571.25					
11	Mgmt Fee in % to be quoted by bidder (Applicable on total amount Sr no 9) this management fees							

12	<b>Mgmt Fee in Rs. Per month quoted by bidder (Applicable on total amount)</b>		
13	<b>GST will be extra if applicable</b>		
14	<b>Total amount in Rs per month</b>		

1. The evaluation will be based on the management fees.
2. All salary components mentioned above will be fixed in accordance with government norms. Any revisions will be made in line with government wage updates.
3. The contract will initially be for a period of one year from the issuance of the Purchase Order (PO). Upon mutual agreement and provided there are no changes to the management fees, the contract may be extended for up to three years.

## **Section 6 Form of Bid**

(Bidders are requested to submit the FORM OF BID as per the Format given in thisSection, filling all the blank spaces.)

Date : \_\_\_\_\_

**Ref. No.NDS/ALM/ACCBFAN/MANPOWER/JULY/24-25-/**

TO: General Manager Alamadhi Semen station  
NDDDB Dairy Services.

Having examined the Conditions of Contract, Technical Specifications and the Drawings included in or referred to in the Bidding Documents including Addenda Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Goods and Services including installation and commissioning as detailed in the price bid, in conformity with technical specifications and drawings (except to the extent of deviation statement furnished in our bid) and the Conditions of Contract as mentioned in or referred to in the said Bidding Document for the sum as may be ascertained in accordance with the Bid Prices and made part of this bid and the said conditions.

Our acceptance to all the conditions of the Bidding Document in this bid form shall persist over any other terms and conditions, if any, given in our bid.

We undertake, if our bid is accepted, to commence and complete delivery of all the goods and Services including installation and commissioning as specified in the Schedule of Requirements of the Bid Document, from the date of receipt of your Purchase Order / Notification of Award / Letter of Credit. If our bid is accepted we will obtain the bank guarantees as per the conditions of the Contract for the due performance of the Contract.

We agree to abide by this bid for the period of 120 days from the date fixed for bid opening as per the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Purchase Order / notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(In the Capacity of)

Duly Authorized to sign bid for and on behalf of

(Name & Address of Bidder) : \_\_\_\_\_

\_\_\_\_\_

Name of Witness : \_\_\_\_\_

Signature : \_\_\_\_\_ Address : \_\_\_\_\_

**Section 7 DEVIATION STATEMENT FORMS**

TECHNICAL DEVIATION STATEMENT

FORM PART-A

- (1) The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION	REMARKS (Including justification)
--------	-----------	--------------------------------------

The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated:

Signature and seal of the  
Manufacturer / Bidder

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indication "**NO DEVIATIONS**"

**Section 8 BIDDING TERMS DEVIATION STATEMENT**  
**FORM PART-B**

(2) The following are the particulars of deviations from the requirements of the bidding conditions / terms:

CLAUSE	DEVIATION	REMARKS (Including justification)
--------	-----------	--------------------------------------

Dated:

Signature and seal of the  
Manufacturer / Bidder

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indication "**NO DEVIATIONS**"



## **Section 9 Form of Bank Guarantee for Performance Security**

[On the Non-judicial stamp paper minimum Rs.100/ or as per the Stamp Act of Local State Government]

**Bank Guarantee No.**

**Date:**

This deed of performance guarantee made this \_\_\_\_\_ day of 20 \_\_\_\_\_ (Two thousand \_\_\_\_\_) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the National Dairy Development Board Dairy Services (hereinafter referred to as the NDDB Dairy Services) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, NDDB Dairy Services Alamadhi SS / its clients has awarded a Contract and Purchase order bearing No \_\_\_\_\_ dated \_\_\_\_\_ on \_\_\_\_\_ M/s. \_\_\_\_\_ (name and address of the party)(hereinafter referred to as the 'Supplier/ Contractor') for the construction/ supply/ supply and erection and commissioning of \_\_\_\_\_.

And whereas, the Supplier/ Contractor has agreed to submit a performance guarantee in the form of a Bank Guarantee to the NDDB Dairy Services Alamadhi SS in terms and conditions of the Bidding Document and the Contract which will be kept valid upto \_\_\_\_\_ calendar months from the date of Bank Guarantee (the period should be till end of warranty/ defect liability period). And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the NDDB Dairy Services and the Supplier/ Contractor.

In consideration of the NDDB Dairy Services having agreed to award the contract/ purchase order on the Supplier/ Contractor, we \_\_\_\_\_ (name of the Bank), do hereby guarantee, undertake, promise and agree to with the NDDB Dairy Services, its legal representatives, successors and assignees that the \_\_\_\_\_ within named (name of the Supplier/ Contractor) their legal representatives and assignees will faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled at the time (time being the essence of the contract)and in the manner therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the NDDB Dairy Services Alamadhi SS of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the guaranteed amount, without any demur in case the Supplier/ Contractor, their legal representatives and assignees do not faithfully perform and fulfil everything within the Bidding Document and the Contract/ Purchase order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations thereunder.

In case, the Supplier/ Contractor fails to perform or fulfil the Contract/ Purchase Order as per the terms and conditions agreed upon, the NDDB Dairy Services is entitled to demand an amount equal to Rs. ----- from the Supplier/ Contractor and the demand made by the NDDB Dairy Services by itself will be conclusive

evidence and proof that the Supplier/ Contractor has failed to perform or fulfil his obligations and neither the Supplier/ Contractor nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment, on any ground.

We, (name of the Bank), do hereby undertake to pay amount equal to Rs. -----, being the amount due and payable under this guarantee without any demur, merely on a demand from the NDDB Dairy Services Alamadhi SS which has to be served on us before the expiry date of Bank Guarantee i.e. \_\_\_\_\_ stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier/ Contractor or by reason of the Supplier/ Contractor's failure to perform the said contractual commitments/ Purchase Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the full amount guaranteed.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of \_\_\_\_\_ calendar months from the date of Bank guarantee (the period should be till end of warranty/ defect liability period) and till the NDDB Dairy Services certifies that the terms and conditions of the said contract/ purchase order have been fully and properly carried out by the said Supplier/ Contractor and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the NDDB Dairy Services on or before \_\_\_\_\_, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agree with the NDDB Dairy Services that the NDDB Dairy Services shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier/ Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the NDDB Dairy Services against the Supplier/ Contractor and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be relieved from \_\_\_\_\_ our liability by reason of any such variation, or extension being granted to the said Supplier/ Contractor, or for any forbearance, act or omission on the part of the NDDB Dairy Services to the said Supplier/ Contractor 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.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the NDDB Dairy Services Alamadhi SS may have or hereafter possess in respect of the works executed or intended to be executed/ goods supplied or intended to be supplied and the NDDB Dairy Services Alamadhi SS shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the NDDB Dairy Services Alamadhi SS` may be entitled to receiving or have a claim upon and the NDDB Dairy Services Alamadhi SS at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the NDDB Dairy Services Alamadhi SS on serving us with a notice before expiry of bank guarantee, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by Registered Post at the address of the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We, \_\_\_\_\_, undertake to renew the Bank Guarantee provided the request for renewal is made by the Supplier/ Contractor before the expiry of Bank Guarantee.

We, \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NDDB Dairy Services Alamadhi SS in writing and the guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Notwithstanding anything stated herein before: (i) our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (ii) the guarantee shall remain in force till 20\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the NDDB Dairy Services serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

Place:  
Date:

\_\_\_\_\_  
(SIGNATURE)  
SEAL  
CODE NO.

NOTE:

- 1 SUPPLIER/ CONTRACTORS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
- 2 THE VALUE OF STAMP DUTY SHOULD BE AS PER LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”,. Bank account details of beneficiary are as follows:**

Beneficiary Name	
Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	
Beneficiary Address	

***Kindly note that necessary action on the Bank Guarantee will be taken by NDDB Dairy Services only upon receipt of confirmation in either one of the mode as prescribed above.***

## **Section 10 Form of Bank Guarantee for Earnest Money Deposit**

**(On the Non-Judicial Stamp paper of Rs. 100 minimum or as per the stamp act of Local State Government).**

Bank Guarantee No:

Date:

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ (two thousand and \_\_\_\_\_) by (Name and the address of the Bank), hereinafter referred to as the Bank, which shall unless repugnant to the context and the meaning thereof includes its legal representatives, successors and assignees and the NDDDB Dairy Services, Alamadhi SS (hereinafter referred to as the ASS) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors or assignees.

Whereas the NDS has invited bids for the Construction of the proposed \_\_\_\_\_ by the Invitation to bid no. \_\_\_\_\_.

AND WHEREAS M/s \_\_\_\_\_ (Name and the Address of the bidders) who having submitted their bids (hereinafter referred to as the bidder) and have agreed to deposit to the NDS an amount indicated in the Invitation to bid as per the terms and the conditions of the bidding documents.

AND WHEREAS the NDS is also willing to accept a Bank guarantee in lieu of payment by demand draft of an amount equivalent to the amount of Earnest Money Deposit required to be deposited by the bidder to the NDS and the guarantee shall be kept valid till.....

In consideration of the NDS having agreed to consider the bid proposals having submitted by the bidder without depositing the amount of Earnest Money Deposit but against this Bank guarantee, we (name and the address of the Bank) hereby undertake and guarantee to make payment to the NDS the amount of Earnest Money Deposit or any part thereof not deposited by the bidder to the NDS at any time (time being the essence of the Contract) when the NDS asks for the same as per the terms and the conditions of the bidding documents within 120 days from the date of opening of the bids.

The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the NDS in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) provided always that any indulgence or forbearance on the part of the NDS to the said bidder, with or without the consent of the Bank shall not prejudice or restrict remedies against the bank nor shall the same in any event be a ground of defense by the Bank against the NDS.

In case the NDS puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this Bank guarantee, the Bank will consider without demur that such demand by itself is a conclusive evidence and proof that the bidder has failed in complying with the terms and conditions stipulated by the NDS in its

bidding document and payment will be made to the NDS without raising any disputes regarding the reasons for such failures on the part of the bidder.

The Bank shall not be discharged or released from this guarantee by any arrangement between the bidder and the NDS with or without the consent of the Bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the NDS to the bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the NDS may have or hereafter possess against the bidder and the NDS shall be under no obligations to marshal in favor of the Bank any such securities or fund or assets that the NDS at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the NDS on serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by registered post at the address of the Bank.

In order to give full effect to the provisions of this guarantee the Bank thereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

The guarantee shall remain in force until \_\_\_\_\_ and the Bank undertakes to renew the Bank Guarantee provided the request is made by the bidder before the expiry of Bank Guarantee.

Notwithstanding anything stated hereinbefore: (I) our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (ii) The bank guarantee shall remain in force till \_\_\_\_\_ and (iii) The bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the NDDB Dairy Services serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

Place

Signature

Date:

Bank Seal

Bank Code no.

Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	
Beneficiary Address	

***Kindly note that necessary action on the Bank Guarantee will be taken by NDS only upon receipt of confirmation in either one of the mode as prescribed above.***

**Section 11 Format for Undertaking regarding statutory compliance by contractor.**

(To be executed by successful bidder on non-judicial stamp paper of Rs. 100)

To,  
General Mnagaer  
Alamadhi Semen station  
NDDB DS

**Subject: Undertaking**

**A - Statutory Wages**

This is with reference to our contract with NDS vide contract No..... dated..... This is to certify that our all employees deployed at CCBF Andesh Nagar, Lakhimpur Khiri, UP are covered under the provisions of Statutory Acts which are applicable on our establishment and we are bound to follow all the statutory requirements.

It is also certified that we are abiding by the statutory obligation and shall be responsible for compensation of any cases arising out of course of employment / during the course of employment including EPF, ESIC, Bonus, leave & Leave Wages payment for balance leave, National Holiday etc. and We undertake to make full re-imbusement of all statutory payments to workers as received from NDS, New Delhi & reimburse the EPF benefit to NDS received from Government under provisions of PMRPY, without delay.

Further it is clarified that if any query or demand is raised from any Government Statutory Authority, we will take up this matter at our own end as and when demands are raised from the appropriate forum.

**B - Good Quality, well trained Manpower & No Shortage of Manpower**

We further undertake and ensure to provide good quality & well trained manpower in full strength with relievers and also ensure that no person will work for more than 8 hours & beyond their duty hours except in case of emergency & with approval of NDS Alamadhi SS. We will continuously improve our services to the satisfaction of your esteemed organization.

**C - Weekly Off & National Holidays to all contract employees**

We also certify that our all employees deployed at CCBF Andeshnagar are covered under the State Shops and Establishment Act which is applicable on our establishment. We are bound to follow all the applicable statutory requirements from time to time. We will ensure to provide leave, wages for leave, weekly off and National Holidays to all contract persons to be deployed/ deployed as per provisions of the applicable Act.

In addition to above, agree to provide the required details/documents to Alamadhi SS as and when asked for.

With regards,  
Yours sincerely,



(Signature of Authorized Signatory)

(Seal of contractor)

Date:

Place:

\* \* \*



## **Section 12 Format of SERVICE AGREEMENT**

### General- Staffing

This Service Agreement entered into on the \_\_\_\_\_ between NDDB Dairy Services Alamadhi SS is a section 8 Company under the provisions of the Companies Act, having its registered office at NDDB House, Safdarjung Enclave, New Delhi, Delhi-110029 represented by \_\_\_\_\_ (hereinafter referred to as the "CLIENT" which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns) of the First Part

AND

\_\_\_\_\_, a Company incorporated under the provisions of the Companies Act 1956, having its registered and principal place of business \_\_\_\_\_ at

represented by its signing authority \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_ " which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns ) of the Second Part.

WHEREAS, M/s. \_\_\_\_\_ is a company engaged in the business of providing services in the area of human resource management and consultancy by way of recruitment, training and business process outsourcing to various kinds of Companies and inter alias, is engaged in the business of providing specific corporateservices to its customers through deputation of its skilled, and/or semi-skilled employees/personnel (these employees sent on deputation are hereinafter referred to as "Associate(s)" at its customers sites, whether onsite or offshore;

AND WHEREAS CLIENT is a Company engaged in- CCBF Andeshnagar

The client is desirous of engaging the services of M/s. \_\_\_\_\_ has agreed to offer the services described herein to CLIENT on the terms and conditions set out hereunder:

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

### **12.1 Period of contract**

The contract shall be issued for a period of 1 year and may be extended subsequent period of 2 years base on satisfactory performance of the contractor & with same terms and conditions.

### **12.2 COMMERCIALS:**

Reimbursements:

- a. M//s.\_\_\_\_\_ shall be responsible for paying salary to the manpower for the services rendered by the manpower to the CLIENT under this Agreement;
- b. M/s.\_\_\_\_\_ shall raise an invoice every month on the CLIENT detailing the salary & other reimbursement/cost including leave benefits (payment) etc payable by M/s.\_\_\_\_\_ to the manpower, which shall be paid by M/s.\_\_\_\_\_ to the manpower on receipt of the salary & other reimbursement/cost amount from the CLIENT as per the invoice raised by M/s.\_\_\_\_\_.
- c. The Cost to the Company (CTC) paid by M/s.\_\_\_\_\_ to its manpower, statutory and Insurance authorities comprises of various factors such as:
  - i. Employees Gross salary including monthly and annual Allowances and Reimbursements:
  - ii. Employer's contribution to Provident Fund, ESI Contribution, etc.
  - iii. Bonus and Gratuity payable to the Associate;
  - iv. Premium for Group Insurance for medical & accidental policy in respect of manpower fall under insurance and for the manpower for whom insurance is not applicable, ESIC should be paid as per the ESIC act.
  - v. Incentives payable to the deputees, wherever applicable
  - vi. Settlement of Travel Advance, Travel expenses etc., if routed through M/s.\_\_\_\_\_. This will be directly paid by NDS.
  - vii. Any other payment made by M/s.\_\_\_\_\_ to the manpower.

### **12.3 Termination of contract:**

- a. During the term of this contract, either party, reserves its right to terminate this contract by giving 30 (Thirty) days' notice without assigning any reason thereof.
- b. NDDDB- Dairy Services reserves the exclusive right to suspend, cancel, and terminate this contract at any time if it has sufficient reasons to believe that the Contractor has failed to perform or observe or fulfil any of the terms and conditions herein before contained and/or liable and responsible for any loss or damage suffered by the NDDDB Dairy Services Delhi (office).

- c. The NDDDB shall have the right to ask of the removal of any person, if one is not considered to be competent and orderly in the discharge of his duties.

#### **12.4 FACILITATION.**

M/s.\_\_\_\_\_shall notify to CLIENT the name of its designated personnel who will be looking after all matters (including but not limited to) such as deputation, withdrawal, change, separation, termination, etc. of its Manpower to CLIENT.

CLIENT shall designate personnel and notify M/s.\_\_\_\_\_on the same for the purposes of discharging obligations under this Agreement. These personnel shall be the principal coordinator for the purposes of this Agreement and shall be empowered to discuss and reach agreement on any actions with regard to any operational aspect of the deputation.

#### **12.5 EMPLOYMENT.**

It is clearly understood and agreed by and between the parties that CLIENT shall not be held responsible or liable under the Labour laws, concerning employment, that are in force and that may come into force from time to time, in respect of the manpower and M/s.

\_\_\_\_\_alone shall be solely responsible for their terms and conditions of services and on no account the Manpower shall be deemed to be employees of CLIENT.

M/s.\_\_\_\_\_hereby further agrees that CLIENT will not be held responsible against any claim, charges, demands made or raised on CLIENT by Manpower, to the extent they relate to their employment with M/s.\_\_\_\_\_.

#### **12.6 REPORTING.**

In the normal course, the manpower shall receive instructions from CLIENT and shall undertake to abide by any suggestions, instructions etc. given whether by CLIENT or any assigned person(s) as regards services under this Agreement.

CLIENT undertakes to deal with the Manpower in a fair manner and entrust only such job responsibilities to the Manpower as originally agreed upon and outlined which are in line with the labour practices as prescribed under the labour laws of India ;

#### **12.7 REPLACEMENT OF SEPARATED DEPUTEES**

In the event any Manpower deputed by M/s. \_\_\_\_\_ ceases to perform services as specified in the Manpower Request Form, due to Manpower own fault and no fault of the CLIENT, within 30 days from date of joining, M/s. \_\_\_\_\_ shall forthwith arrange legal formalities as per law.

#### **12.8 STATUTORY COMPLIANCE**

M/s. \_\_\_\_\_ shall comply with the provisions of all Labour Law statutes, ordinances, rules and regulations applicable to the employment of Manpower and the services agreed to be provided pursuant to this Agreement and shall obtain all necessary registrations, licenses, approvals, sanctions from PF,ESI, Contract Labour Act and under any other applicable laws, provided that any approvals and registration that are required to be taken by the CLIENT due to the nature of its business shall be the responsibility of the CLIENT.

M/s. \_\_\_\_\_ shall be responsible for transfer PF and ESIC of the manpower from previous to present employer whenever it is applicable as soon as the manpower joined and payroll has been processed.

#### **12.9 OPERATING GUIDELINES**

M/s. \_\_\_\_\_ and CLIENT agree to that they need to comply with certain specific obligations which are more clearly detailed in the 'Annexure B' to this Agreement and commits to discharging its responsibilities as set out therein, in ensuring that deputation services management is administratively effective, fair and mutually beneficial. These operating guidelines are understood to be an integral part of this Agreement.

#### **12.10 CONFIDENTIALITY**

M/s. \_\_\_\_\_ and CLIENT hereby agree to keep secret and confidential the proprietary information made available to them during the subsistence this Agreement. Each party will take reasonable measures to maintain the confidentiality of the other party's confidential Information, but never less than the standard of care that an ordinary prudent business would exercise to maintain the secrecy of its own Confidential Information. Dissemination of such proprietary information shall be restricted to officers, employees of M/s. \_\_\_\_\_ and CLIENT strictly on a need to know basis. Similarly, M/s. \_\_\_\_\_ undertakes to enter into confidentiality agreement with its employees on deputation to CLIENT.

#### **12.11 MISCELLANEOUS.**

- a. The Client will be responsible to provide safe & healthy environment at the workplace and adhere to all the applicable statute, norms, procedure etc.
- b. The Manpower will be entitled for maternity benefit, leave benefit, minimum wages etc. as applicable/entitled under the applicable statute (Maternity Benefit Act, Shops & Commercial Establishment Act, Factories Act, Minimum Wages Act etc.). The salary / CTC of the Manpower will be revised depending upon the change in the aforesaid statutes a-OT - total number of hours of overtime work in any quarter shall not exceed seventy-five. b-Leave Policy – Leave will be applicable as per the applicable state act.
- c. Any amendment or modification to this Agreement or any part thereof shall be made by an instrument in writing and executed by both the parties.
- d. Notices and any correspondence under and relating to this Agreement, may be in by electronic mail and shall be sent with a read receipt and shall be served upon receipt of the read receipt by the sending party, provided that any invoices for payment which are issued shall always also be sent by electronic mail.
- e. The CLIENT or an auditor designated by CLIENT will have the right to conduct financial, operational and technical audits of M/s.\_\_\_\_\_ to verify compliance with the terms and conditions of this agreement with seven days prior written notice to M/s.\_\_\_\_\_, the accuracy of the charges invoiced by M/s.\_\_\_\_\_ Technology and M/s.\_\_\_\_\_ performance of the contract duties.
- f. The CLIENT shall maintain statement of accounts of M/s. as per the normal accounting practices and make available the statement of accounts on request.
- g. This Agreement supersedes all previous understanding, agreements, correspondences, etc. on this subject between the parties hereto.
- h. Any customer suggestions/ complaints can be mailed to \_\_\_\_\_ .
- i. This Agreement shall be executed in duplicate with electronic copies being sufficient, one of which shall be kept by CLIENT and the other by M/s.\_\_\_\_\_, and shall not be binding on M/s.\_\_\_\_\_ until signed by both the designated signatories of M/s.\_\_\_\_\_ listed on the signature page of this Agreement.



- j. Either party shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of other party in writing
- k. If any section, paragraph or clause in this Agreement shall be held to be invalid or unenforceable in any jurisdiction, in which this Agreement is being performed, then the meaning of such section, paragraph or clause shall be so constructed so as to render it enforceable to the extent feasible and if no feasible interpretation would save such section, paragraph or clause it shall be severed from the Agreement. If such paragraph or clause is considered an essential element of this Agreement, the parties shall promptly negotiate a replacement thereof.

#### **12.12 ARBITRATION**

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by NDDB Dairy Services Alamadhi SS at the time of dispute.
- b. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- c. It is a term of the contract that the cost of arbitration will be borne by both the parties.
- d. The venue of the arbitration shall be Delhi.
- e. Settlement of any disputes arising out of this agreement will be subject to Delhi Jurisdiction only. The resolution of dispute, if any, shall be settled initially, by way of mutual consultation and if it is not settled the same shall be referred to arbitrator. The sole arbitrator will be appointed by NDDB Dairy Services or an officer designated by NDDB Dairy Services under his discretion and the arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 and thereafter amendments issued from time to time. The award of such sole arbitrator shall be final, conclusive and binding on the parties to this contract.

#### **12.13 LIMITATION OF LIABILITY**

The amount of Indemnity or liability payable by M/s. \_\_\_\_\_ under this Agreement shall in no event exceed the aggregate of the sums recoverable from the Manpower salary preceding the date of the event giving rise to a claim against M/s. \_\_\_\_\_.

In no event shall either party be liable for, and either party hereby waives the right to claim, any indirect, special, incidental, or consequential damages (including lost profits) directly or indirectly relating to or arising out of the breach of this Agreement, regardless of the form of action, whether in contract, tort, strict liable duty, or otherwise, and whether or not such damages were foreseen or unforeseen, even if either party has been advised of the possibility thereof.

**12.14 GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by the laws of India and the courts of Delhi, India shall have exclusive jurisdiction over any disputes hereunder.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

For: M/s. \_\_\_\_\_ (Represented by the authorized signatory designated below.

| Name  
| [Designation] |

For: NDDB dairy Services (Represented by the authorized signatory designated below):

| Mr. \_\_\_\_\_  
| [Designation]

TDS deduction u/s 194C at 2% or such lower rate as approved by the Income Tax department.

**12.15.1 Payment terms:**

The contractor shall raise the monthly bills in triplicate during first week of every month after successful completion of the works along with supporting documents and attendance report. This payment to be released within 15 days from the date of submission of invoice and against the submission of the bank statement which shows salary has been credited to each employee with subject to below :

**12.15.2 Process for Salary payout & Payment terms**

Sl. No.	Date / Timeframe	Activity
1	21 <sup>st</sup> of the month	M/s. _____ will receive attendance from Client (Attendance to run from (21 <sup>st</sup> to 20 <sup>th</sup> ) Client to indicate Loss of Pay and incentives Payable if any.
2	22 <sup>nd</sup> of the month	M/s. _____ will send the Salary sheet & invoice soft copy to Client for Approval
3	23 <sup>rd</sup> of the month	Client to provide the approvals on the soft copy invoice
4	24 <sup>th</sup> of the month or	M/s. _____ to raise invoice and send it across to Client.
5	Within 15 days from the Date of Invoice	Client to release payments to M/s. _____
6	Last working day of the month.	M/s. _____ to release the salaries of the Manpower once payment received from the client.

**12.15 Annexure B-OBLIGATION OF THE CLIENT**

**12.16.1 Recruitment**

Selection of manpower will be done by the NDDDB Dairy Services. Further to which entire employee life cycle will be handled by the agency. Accordingly, bidder should quote the rate in price schedule Part B.

**12.16.2 Placement/Transfer**

CLIENT will intimate the locations where the services of the Manpower would be needed. CLIENT will send a written recommendation to M/s. \_\_\_\_\_ if it wishes to relocate any of the Manpower.

### **12.16.3 Service Log**

In order to aid M/s. \_\_\_\_\_ in processing its payroll, CLIENT will intimate M/s. \_\_\_\_\_ in prescribed formats details of services rendered (attendance, leave, advances given, sums recoverable) by the manpower every month, as required by M/s. \_\_\_\_\_.

### **12.16.4 Disciplinary action**

CLIENT will inform M/s. \_\_\_\_\_ of any acts of misconduct by an Associate immediately and discuss the action steps to be taken.

### **12.16.5 Withdrawal of Manpower**

CLIENT will request for withdrawal of manpower through its designated personnel in case of theft, fraud and acts that constitute moral turpitude. CLIENT will give in writing the details of the theft, fraud etc. to M/s. \_\_\_\_\_ for necessary action. On receipt of such a written request M/s. \_\_\_\_\_ will conduct an enquiry & do the needful. In all other cases, CLIENT may request in writing to M/s. \_\_\_\_\_ for withdrawal of the Associate/s due to any other unsatisfactory reason/behavior.

### **12.16.6 Safety and Health**

CLIENT will not assign work of a hazardous nature without prior intimation to M/s. \_\_\_\_\_ and without provision of adequate personal protection gear.

### **12.16.7 Reimbursements**

Any justifiable expense incurred by M/s. \_\_\_\_\_ under this Agreement and mutually agreed by and in between M/s. \_\_\_\_\_ and CLIENT will be reimbursed by CLIENT at actuals.

### **12.16 OBLIGATION OF M/s. \_\_\_\_\_**

- a. M/s. \_\_\_\_\_ - will follow suitable joining procedure and ensure that Manpower offered have the approval of CLIENT.
- b. M/s. \_\_\_\_\_ will keep its designated personnel at its offices briefed on the service requirements with Manpower / CLIENT and ensure responsive service.
- c. M/s. \_\_\_\_\_ - will review manpower performance periodically with the concerned Executive of CLIENT

- d. M/s.\_\_\_\_\_ - personnel will communicate with the Associate's concerned Executive of CLIENT periodically to address any problems and implement solutions to the satisfaction of CLIENT.
- e. M/s.\_\_\_\_\_ will ensure that statutory benefits such as ESI, PF, Professional Tax, etc. where applicable will be administered as per law and at regular intervals provide a compiled report to CLIENT.
- f. M/s.\_\_\_\_\_ will make available reports as desired by the CLIENT.
- g. M/s.\_\_\_\_\_ will respond promptly and responsibly to any charge of misconduct of any kind by Manpower and ensure speedy resolution of the matter in consultation with CLIENT.

#### **12.17 TAXES**

GST shall be charged on all invoices as applicable.

Payments made by Client shall be subject to all statutory deductions as applicable under the law.