

Local Competitive Bidding

Bidding Document

for

**PRODUCTION AND SUPPLY OF MAIZE & SORGHUM CROP
PRODUCTION WITH SILAGE MAKING & PACKING IN BAILES at CCBF
Andeshnagar**

IFB Ref. No **NDS/CCBFAN/CONTRACTFARMING/JAN/26-27/01**

Purchaser: CCBF ANDESHNAGAR MANEGED BY NDDDB DAIRY SERVICES

Country: India

Issued on: 16.01.2026

POINTS BIDDERS SHOULD BEAR IN MIND

- 1) BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS MAY BE REJECTED.
- 2) BIDS UPLOADED WITHOUT SUBMISSION OF EARNEST MONEY DEPOSIT **(if applicable)** 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) NDDB Dairy Services RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

CHECK LIST

1.	Have you submitted the original EMD to NCDFI on or before the date & time mentioned in the bid document?	Yes/No
2.	Have you quoted Bid prices in NCDFI Portal	Yes/No
3.	Have you uploaded the Form of Bid?	Yes/No
4.	Have you uploaded the duly digitally signed/signed documents completed in all respect?	Yes/No
5.	Have you noted the Service Period mentioned in the bid (Section-I)?	Yes/No
6.	Have you kept your offer valid for 120 days?	Yes/No
7.	Have you furnished copies of your PAN, GST Reg. No., PF Registration No. etc. (as per statutory requirement of above services)	Yes/No
8.	Have you uploaded the Statements of Deviations	Yes/No

Section I Invitation of Bids:

Tender Reference: NDS/CCBFAN/CONTRACTFARMING/JAN/26-27/01

NDDDB Dairy Services (NDDDB DS), a not-for-profit subsidiary of the National Dairy Development Board, invites online bids from reputed and experienced vendors for the Contract Farming at CCBF Andeshnagar

This tender is an open competitive bidding process. Participation is limited to vendors registered on the NCDFI e-Portal. The tender conditions, eligibility criteria, and evaluation methodology are outlined in the following sections.

Bid Ref:	NDS/CCBFAN/CONTRACTFARMING/JAN/26-27/01
Description	PRODUCTION AND SUPPLY OF MAIZE & SORGHUM CROP PRODUCTION WITH SILAGE MAKING & PACKING IN BAILES at CCBF Andeshnagar
Estimated Cost	Rs.138 Lakh
EMD	Rs 1.40 Lakh (Through NEFT/RTGS in the account of NCDFI) To be deposit in your own ESCROW account in NCDFI After the successful completion of the contract, NCDFI will deduct TC (Transaction charges) at 0.4 % (+ 18% GST) and TDS under section 194 (O) at 0.1 % of the Trade Value from the EMD/SD.
Sale of bid (Start date)	16 Jan 2026
Site Visit	Vendors who wish to visit the site may do so at their own expense. For scheduling a site visit, vendors are requested to contact us at samar.rehman@nddbdairyservices.com The site visit should be completed before 26 Jan 2026
Sale of bid End Date	5 Feb 2026
Last Date & Time of Submission of bid	3:00 PM on 5 Feb 2026 3:30 PM on 5 Feb 2026
Technical Bid Opening	
Delivery Period	Rate Contract from tentatively 01.04.2026 to 31.03.2027. This may be extended for a further period 2 years @ same rates, term & conditions.
Delivery Location	Andeshnagar PO Mehwaranj Lakhimpour Kheri 261506
Evaluation of offer	Overall Basis
For Registration in NCDFI Portal	Please Contact: Ms Janvi: +91 99786 03225

Section II Instructions to Bidder

1.1 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 **3 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 have achieved a financial turnover in the same name and style (i.e., the bidding entity) in any of the last three financial years ending on 31st March that is not less **than 40% of the estimated** cost of the the project (138 Lkash 40%=55.2 Lakh) for which the bid is submitted.
- d) The Bidder in the same name and style shall have successfully executed / completed contracts of similar nature (for the item they submitted bid/opted to quote) during the last five years ending last day of the month previous to the month in which bid is opened, it her of the following: -
 - i. One Contract / Work of similar nature costing not less than Rs. 50 Lakh OR
 - ii. Two Contracts / Works of similar nature each costing not less than Rs. 30 Lakh OR
 - iii. Three Contracts / Works of similar nature each costing not less than Rs. 25 Lakh.
Note: Similar nature (Contract farming/Silage Sale Purchase Production/
 - iv. FPOs or individual farmers/MPO are not required to meet any eligibility qualifications for participating in the bidding process; however, they must submit valid documents confirming their status as FPOs or farmers./MPO

Note: FPOs or individual farmers are exempted from these criteria but must provide valid proof of their status.

If the participating vendor is a Farmer or Farmer Association, they must submit an attested copy of Farmer Proof issued by any civic body (e.g., Gram Panchayat, Municipality, or relevant government department).

- a) In addition to the above, the following information/documents should also be **uploaded** 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.
- b) 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. Poor documented record based on the feedback from other milk producer organizations from their own experience in the delivery, installation, performance, service and also in abandoning the works, not properly completing the contract, inordinate delays, or financial failure etc.
 - iii. If the bidder is overbooked beyond his capacity to execute the
 - iv. work as per required schedules.

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.

2.1 Bidding Document

The fee/cost for bidding document is NIL.

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the NDDB Dairy Services hereinafter referred to as "Procuring Agency", 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 Manager (Procuring Agency) Sh. Samar Rehman, Address **NDDB House, Safdarjung Enclave, New Delhi, Southwest Delhi, Delhi, 110029 011-4988300/49883088/**

2.2 Downloading the Document

- i. The bid documents will be available in the website at <https://www.ncdfimarket.com/> and 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 NDDB Dairy Services (NDS) shall be free to take suitable action as deemed necessary.

Bid Submission Process

1. Download Tender Document from NCDFI Portal

2. Register on NCDFI Portal
3. Submit EMD via NEFT/RTGS
4. Upload Technical Bid and Required Documents
5. Submit Commercial Bid Online
6. Attend Virtual Bid Opening

Content of Bidding Documents

- a. 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:
- b. 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.

2.3 Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify the NDS in writing/fax/telex/email at the NDS's mailing address indicated

in the Invitation for Bids. The Procuring Agency 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 Procuring Agency. If required, written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded in the websites mentioned.

2.4 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 NDS/NCDFI website. Before submission of the bid, the bidder should check the NDS/NCDFI website for any Corrigendum/additional information on the bidding document, if any.

The amendment will be also uploaded on NCDFI's website. Before submission of the bid, the bidder should check the NCDFI's 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.

2.5 Preparation of Bid.

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

2.6 Bid Form

- a. The Bidder shall complete the Bid Form furnished in the Bidding Documents and upload the same on the e-portal submit the same along with technical bid.
- b. All the required document duly signed/digitally signed should be uploaded on or before the specified date and time at NCDFI website.

2.7 Bid Submission:

Bid submission shall be made only through the NCDFI e-portal. Hard copy submissions will not be accepted. Participation in the bidding process is restricted to vendors registered on the NCDFI portal. The registration procedure has already been detailed under Clause 1.8. Bidders are required to quote their prices exclusively through the NCDFI e-portal.

2.8 Bid Currencies

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

2.9 Earnest Money Deposit (EMD)

The payment should be made on or before **12:00 PM** on the date of submission of bids. Tenderer must submit an EMD of Rs. 1,40,000. (Rupees One Lakh Forty Thousand) through your Escrow account with NCDFI

iii) Transaction Fees and TDS:

- a) As the bidding is processed through the NCDFI Portal, the awardee vendor must pay:
 - i. **Transaction Fee - 0.40%** of the contract value (+ applicable GST).
 - ii. **TDS u/s 194/O - 0.10%** of the contract value.
- b) Payment must be made within two working days of contract award.
- c) Any adjustments in transaction fees and TDS based on the final contract value must be paid promptly or will be adjusted against the EMD amount deposited.

2.10 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)
 - c. 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.
 - d. The EMD security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture.
 - e. The EMD shall be denominated in Indian Rupees only, and shall be in one of the following forms:
 - f. Any bid not accompanied with EMD will be rejected by the Procuring Agency as non- responsive.
 - g. 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 Procuring Agency,
 - h. The successful Bidder's EMD will be discharged upon the Bidders executing the Contract and furnishing the performance security.
 - i. 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
 - j. In the case of these successful Bidder, if the Bidder fails:
 - a. To sign the undertaking and contract in
And
 - b. To furnish performance security in accordance with

2.11 Period of Validity of Bids

- a. Bids shall remain valid for 120 days after the date of bid opening prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non- responsive.
- b. In exceptional circumstance, the Procuring Agency 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 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.

2.12 Format and Signing of Bid

- a. The uploaded bid shall be digitally signed by 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.

2.13 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 downloaded has to be uploaded along 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 uploaded online and the commercial bid / price bid (Part II) has to be filled online at NCDFI e-tender portal.

2.14 Deadline for Submission of Bids

- a. Bids must be submitted NCDFI Portal 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 Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.15 Late receipt of EMD

Any EMD received by the Procuring Agency after the deadline for submission of bid prescribed by the Procuring Agency, the bid shall be rejected.

2.16 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.

2.17 Bid Opening and Evaluation

The NDS will open the Technical bids (of those bidders whose **Original EMD, in acceptable form**, have reached the office of NCDFI on the time and date stated in the IFB. Bidders can witness Virtual bid 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 uploaded, and whether the bids are generally in order.

2.18 Preliminary Evaluation

The Procuring Agency 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 Procuring Agency will also examine whether the bid is complete. If the prices of certain item are 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/upload the details of such inclusions separately.

If the Procuring Agency 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 Procuring Agency 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 Procuring Agency'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 Procuring Agency'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 Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

The Procuring Agency 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.

2.19 Evaluation and Comparison of Bids

All required technical documents must be submitted. Evaluation will be on an overall basis. Only those bids that meet the minimum eligibility criteria and comply with the required technical specifications (including makes and models) shall be considered technically qualified for commercial evaluation. The Purchase Order (PO) will be awarded to the L1 bidder. However, the Procuring Agency reserves the right to negotiate with the L1 bidder, if required, to meet project-specific requirements.

2.20 Bid Prices

- a. The Bidder shall indicate on the Price Bid at NCDPI e-Portal the final unit prices (after considering discount, if any) of the goods it proposes to supply under the Contract. Bidders must submit a bid for the full quantity specified under technical specifications, failing which, such bids will not be considered for evaluation and comparison and will not be considered for award. The item wise quoted price should be inclusive of applicable GST.
- b. The item wise price of goods/services to be entered in the NCDPI e-portal shall be on FOR site basis inclusive of applicable GST, but including the charges for packing and forwarding, transportation, transit insurance and all other local costs incidental to delivery of goods/services to their final destination, storage cum erection insurance and safe custody at site.
- c. Hence, the price including GST (₹118 in this example) will be considered for evaluation purposes. Bidders are advised to quote accordingly.

2.21 Prices indicated on the Price Bid shall be entered in the following manner:

- a. The item wise price of goods to be supplied/installed and commissioned shall be on FOR site basis inclusive of applicable GST. The item wise price shall also include the charges for packing and forwarding, transportation, transit insurance and all other local costs incidental to delivery of the goods to their final destination, storage cum Erection insurance and safe custody at site.
- b. The Bidder's separation of price components in accordance with above will be

solely for the purpose of facilitating the comparison of bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

2.22 Fixed Price

Basic Price quoted by the Bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected.

2.23 Price Break-up

Bidders shall furnish the price for the supply and for installation/ commissioning along with detailed cost break-up (item wise), which will be applicable for progressive payments. Items and works for which no break-up price is furnished by the bidder will not be paid for by the Procuring Agency when supplied/executed and shall be deemed covered by the other break- up prices.

Notwithstanding anything stated elsewhere in the bidding documents, irrespective of mode of the contracting with the successful bidder, the successful bidder will be liable for the payment of Indian Income Tax, surcharge on Income Tax and any other Corporate Tax, turnover tax etc. if attracted under the provisions of the law. The Procuring Agency shall not bear any tax liability whatsoever irrespective of the mode of contracting

2.24 Contacting the Procuring Agency

- a. Bidder shall contact the Procuring Agency 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 Procuring Agency in the Procuring Agency's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

2.25 Post Qualification

- a. In the absence of pre-qualification, the Procuring Agency 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, as well as such other information as the Procuring Agency 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 Procuring Agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

2.26 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

2.27 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.

2.28 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

NDS 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.

NDS 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 group NDS for the Purchaser's action.

2.29 Notification of Award

- a. The Successful bidder will get PO from CCBF Dhamrod
- b. 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.
- c. The notification of award will constitute the formation of the Contract.
- d. Upon the successful Bidder's furnishing of performance security, the Procuring Agency will discharge the EMD of unsuccessful bidders.

2.30 Signing of Contract

- a. As the Procuring Agency 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
- c. The "Undertaking" and "Acceptance copy of the contract" shall be returned within 15 days from the date of contract.

2.31 Performance Security

- a. Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the **performance BG (2% of total contract amount)** in accordance with the Conditions of Contract, in the Performance Security Form/DD 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 reason for Purchase 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 Purchaser estimate of the real cost of the work to be performed under the contract, the Purchaser may require additional performance security to protect the Purchaser 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.

2.32 Bid Form

- a. All the required document duly sealed & signed should be submitted before the specified date and time at NCDFI Portal.

2.33 Place of Opening of bid: NCDFI website Portal (by Virtual Mode).

Section III General Terms & Conditions of the Contract

3.1 Bank Guarantee:

Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the **performance BG (2% 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.

- a. A bank guarantee issued by a Nationalized Indian Bank or a foreign bank having branches in India valid for 3 months (claim period) beyond the defect liability period/warranty period.
- b. Demand Draft issued by Nationalized Bank/ Scheduled Bank/ Foreign Bank having branches in India in favour of National Dairy Development Board payable at Anand.

The Bank Guarantee will be discharged by the Purchaser and returned to the Supplier not later than 30 days after defect liability period/ warranty period.

3.2 Date of Delivery:

Date of delivery prescribed shall be deemed to be the essence of the purchase order/contract. Each unit of an item shall be delivered to destination not later than the delivery date specified in the order. Delivery Schedule is given at Section VI.

3.3 Liquidated Damages:

If the bidder fails to deliver any or all the goods or perform the services within the time period(s) specified in the purchase order/contract, purchaser shall, without prejudice to its other remedies under the purchase order/contract, deduct from the purchase order/contract price, as liquidated damages, a sum equivalent to:

- a. 0.5% of full contract value for each completed week of delay
 - b. 0.5% of the value of the delayed items/services only, for each completed week of delay
- Week comprising of 7 days including holidays and any incomplete week shall be ignored for the calculation of liquidated damages.
 - Purchaser may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its capacity, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

The total amount so deducted shall not exceed 10% of the purchase order/ contract value. Once the maximum is reached, purchaser may consider cancellation/ termination of purchase order/ contract, and forfeiture of performance ity and/or Retention amount.

3.4 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. Purchaser 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 Purchaser.
- c. The Purchaser 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.

Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the date of issuance of the termination notice, shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

3.5 Penalty:

- a. In the event of the Contractor's failure to execute the work entrusted to him under this contract satisfactorily, Purchaser shall make alternative arrangement to do it and the difference of cost incurred by Purchaser thereby 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.

3.6 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.

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.

3.8 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.

The performance/retention bank guarantees should be valid up to 90 days beyond the warranty period.

3.9 Insurance:

In case where the purchase order is placed on “free delivery at site” including unloading basis, no insurance premium will be paid by purchaser. In such a case, all required insurance policies (Transit risk insurance policy, storage insurance policy, All risk policy, Workmen Compensation policy, Third Party insurance etc.) may be obtained by the supplier/ contractor to safeguard their own interests and to protect the material against transit hazards, storage (at Site) for damage/ loss.

3.10 Rejection:

Purchaser reserves the right to reject the goods either in full or in part, if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/ description given in the purchase order. The rejections, if any, will be intimated to the supplier in writing within a reasonable time. The supplier will be liable and responsible to repair/ replace the rejected goods within the original delivery period. No extra payment shall be made for such replacement to the supplier/ contractor for freight, unloading and insurance etc. Till the repair/ replacement is made, the rejected goods shall be lying at supplier’s risk, cost and responsibility. If the supplier does not arrange to repair/ replace the rejected goods within the original delivery period, purchaser may dispose off such goods at supplier’s risk and in the manner, purchaser thinks fit. Purchaser shall be at liberty to purchase the quantity of items rejected from other parties without giving any notice and at supplier’s risk & cost and recover the additional expenditure, if any, from any of the outstanding dues of the supplier/ contractor. Purchaser shall be entitled to recover the expenses made by Purchaser on storage and handling of such rejected goods till the goods are removed from Purchaser’s premises/ stores.

Variation:

- The Purchaser can make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Supplier to do and the Supplier shall do any of the following:
 - a. Increase or decrease the quantity of any work included in the contract,
 - b. Omit any such work,
 - c. Change the character or quality or kind of any such work,
 - d. Change the levels, lines, position and dimensions of any part of the works, and
 - e. Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract, but the value, if any, of all such variations shall be taken into

account in ascertaining the amount of the Contract price.

- All extra or additional work done or work omitted by order of the Purchaser shall be valued at the rates and prices set out in the contract if in the opinion of the Purchaser, the same shall be applicable. If the contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Purchaser and the Supplier, with consideration of Overhead & Profit limiting to 15%. In the event of disagreement, the Purchaser shall fix such rates or prices as shall, in his opinion, be reasonable and proper.

3.11 Spares:

If asked for, the supplier shall provide a list of spare parts, which will be required for the plants and equipment supplied for at least two years of normal operation with the names and the addresses of the manufacturers from whom these can be procured. The list should contain the code numbers of the parts, which are required to be procured, in addition to the machine number, models etc.

1.51 Inspection:

On placement of order, the equipment under the purview of supply should be inspected by the supplier's own technical experts at the supplier's works and such inspection report should be forwarded to Purchaser in triplicate. However, Purchaser reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. The supplier should intimate the Purchaser without fail, when the equipment is ready for inspection including the stage wise inspection. The supplier should not proceed with further manufacture and/or despatch of equipment, without obtaining a clearance certificate from Purchaser. The supplier should forward to Purchaser the Test Certificates, wherever applicable, obtained from concerned authorities/ principal manufacturers either regarding quality or any other details of the items utilised in the process of manufacture/fabrication

3.12 Dispatch Instructions:

The materials are to be despatched to the destination by the mode of transport specified in order under intimation to Purchaser. Depending on the type of material, the supplier shall have to carry out proper packing/crating to avoid breakages in transit. Other details of despatch such as consignee's particulars etc. are mentioned in the purchase order. For using any mode of transport other than the specified one, prior concurrence from Purchaser in writing should be obtained. All consignments should be despatched on freight paid basis irrespective of price basis. In the event of freight payable extra by Purchaser, the supplier shall have to obtain Purchaser's-- prior approval and produce necessary documentary evidence in support of claims. Unless otherwise stated, the original RR/LR should be sent directly to the consignee along with three copies of invoice and two copies of Delivery Challan/e-way bills and Packing List.

3.13 Force Majeure:

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier/ contractor nor Purchaser shall be considered in default in performance of his/their obligations hereunder if such performance is prevented or delayed because of war, hostilities,

revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual 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/purchase order.

3.14 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/Purchaser 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/Decided by the Purchaser.
- e. Settlement of any disputes arising out of this agreement will be subject to Delhi/ Decided by the Purchaser 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 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.

3.15 Jurisdiction

The contract shall be governed by and constructed according to the law in force in India. The venue of the arbitration shall be at Delhi/nearest location purchaser.

3.16 Negligence or default of contractor:

- a. Purchaser 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, Purchaser 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 Purchaser.
- 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 IV - TECHNICAL SPECIFICATIONS

- 1.1. In order to satisfy and meet the anticipated fodder demand of the Company, the Contractor must plan and act in accordance with the yearly cropping calendar created by the Company. The requirements for fodder by month are listed in this document's **Annexure A**.
- 1.2. The Contractor shall cultivate the type of fodder crops as suggested by the Company and as mentioned in **Annexure A** to the extent to meet the forecasted fodder requirement of the company in the lands of the Company at his cost. The company shall be providing **approximately 200 Acres** of land for cultivation.
- 1.3. The Contractor shall harvest and supply the intended type of fodder and quantity at the set specifications provided to him/her by the Company.
- 1.4. The cost of Maize crop production including but not limited to the cost of **preparation of land, tilling, weeding, manuring, ensuring the acid balance of the soil, irrigating the crops, cost of seeds, pesticides, fertilizer, fuel and electricity as per govt rate of CCBF Andeshnagar, manpower** are to be borne by the contractor. The purchase cost of Maize crop fodder with silage making in bails would be finalized as per this quotation shall be inclusive of all these expenses incurred by the Contractor.
- 1.5. While sowing the crop, contractor will clean & keep clean all surrounding of the area including kaccha road, bunds, ridges etc. during the period of crop sowing.
- 1.6. The Contractor shall be using only his own manpower for the fodder cultivation activities.
- 1.7. The manure and slurry will be given as per the availability and decision of the management from the Company to the Contractor free of cost.
- 1.8. The cost of transportation of the manure and slurry to the fodder fields will be under the scope of the Contractor.
- 1.9. The Contractor should ensure that there is Zero Spillage of the manure and or slurry in the roads laid within the Company premises and in the event of spillage, the cleaning of the same remains within the scope of the Contractor.
- 1.10. At no circumstance animal waste or manure from outside will be permitted for usage within the Company premises as it totally violates the biosecurity protocols in place.
- 1.11. The Company will purchase the crop produced by the Contractor in the Company's land only.
- 1.12. The month wise demand of crop and quantity required is given in **Annexure A**.
- 1.13. At any point if the management decides to reduce or increase the Maize Crop production for silage making by the contractor.
- 1.14. The contractor must provide a pricing proposal for just MAIZE CROP PRODUCTION WITH SILAGE MAKING IN BAILES (80-100 Kg Approximate) only. The purchase price of silage will include the sowing, harvesting, chaffing, film , silage saver, silage making, dumping of silage in pit (if required), any other cost included in silage making, salt etc.

- 1.15. The Contractor has to supply the Silage fully meeting the quantity requirement and quality specifications provided by the Company. The specifications including the stage of harvesting, Moisture Content of Silage is given in **Annexure B**.
- 1.16. If the contractor fails in meeting the sowing of schedules as per the intend, the Company will charge penalty at the rates as mentioned in **Annexure C1** of this bid document.
- 1.17. In the purchase of Chemical Fertilizers and pesticides used for Maize crop production, preference may be given to the nearby Agricultural Cooperative Societies or outlets of the Department of Agriculture, Government of Uttar Pradesh.
- 1.18. The supplier shall procure the required seed materials for sowing / planting in the land to produce the required fodder. The source of procurement of these materials should be informed to the company. The Company reserves the right to validate or reject the source of purchase of seed materials.
- 1.19. The contractor should utilize his/her agricultural equipment and machineries for crop production and to ensure the biosecurity of the cattle farm, the machineries used for crop production should ideally be parked with in the premises of the Company.
 - The Company may provide Pneumatic Seed Drill, Baler units-2 Nos, Tractor mounted Loaders only excluding driver, diesel. Wear & tear during operation would be borne by contractor. Access to the official campus weighbridge for final measurement of finished silage bales. The cost of running the machineries including the fuel cost, Driver cost, repair, silage wrapping film, silage saver & salt shall be under the purview of contractor.
- 1.20. The Contractor shall be penalized for any intentional damages/Arson/theft/Burglary/ Pilferage of any of the Company assets by him or his labourer's / employees / representatives.
- 1.21. The electricity charges for the Maize production activities including silage making & the irrigation using bore well/ tube well has to be borne by the Contractor. The electrical charges of the designated bore wells in the CCBF to be used as informed by the company shall be borne by the contractor without any subsidy rate.
- 1.22. The supplier may put up temporary/ Make shift sheds near the cultivable area to station his/ her workers with prior approval from the Company. The cost of putting up any of such make shift sheds should be borne by the Contractor. The same shall be removed by the contractor at his expenses within 30 days of termination of the contract.
- 1.23. The contractor has to inform the Company any Materials/Seed/Fertilizers/implements/ machineries/ equipment which he is bringing inside the premises of the Company and avail an inward seal which has to be obtained from the main security gate in the format given as per **Annexure D**. The item should be clearly entered indicating the date of entry, quantity and invoice if any in the register maintained specifically for the contractor at the security gate.
- 1.24. The Contractor should avail an **outward gate pass from the Fodder Department of the Company for taking any items/Vehicles/implements/ machineries/ equipment outside the main gate of the Company**. The Company is at its liberty to

confiscate or penalize the Contractor for taking any items/implements/ machineries/ equipment outside the premises of the Company without an outward gate pass.

- 1.25. Contractor and his workers are supposed to upkeep and respect the biosecurity protocols followed at the CCBF Andeshnagar and should abide to the protocols followed at the Company scrupulously and should minimize the movement with in Yellow Zone and should not enter Red Zone at any given circumstances.
- 1.26. The Contractor shall utilize the land owned by the Company only for Maize production for the Company only. At no circumstances the Contractor or his employees shall produce, cultivate or sell any of the product other than those approved by the Company for cultivation in the land and if found otherwise, the company will be at its rights to penalize the Contractor to an extent which is deemed fit by the Company.
- 1.27. The soil quality testing, soil fertility/quality improvement activities may be taken up by the contractor with prior approval of the Company. Prior permission from the Company should be taken to bring in any consultants/advisors/testing firms/agencies with in the premises of the Company.
- 1.28. Any soil/water/chemical test conducted by the Contractor without taking prior approval from the Company will not hold any legal or official validity and at no circumstances the test results so produced by the contractor shall be taken in to consideration for any purposes / evaluation.
- 1.29. The Contractor shall ensure that the harvesting of the crop is happening at the right age as indicated in the specifications and activities such as harvesting, baling and loading of silage bailer.
- 1.30. The crop harvested at the right age has to be sun dried if required and the representative from the Fodder department of the Company inspecting the harvested crop should be satisfied with the level of drying by testing the moisture content before accepting the consignment. The fodder so harvested and dried can be baled or chaffed only after getting approval from the Fodder Department of the company.
- 1.31. The slurry application for the fields can be done by the facilities provided by the company.
- 1.32. The Contractor or his representative shall be present at the time of weighing the Maize silage in bails during sale of silage only at the designated weigh bridge by the Company. Weight should be recorded only in the presence of the designated Company Staff only.
- 1.33. The printout / slip from the weigh bridge should be jointly signed by the Contractor and the Company Staff and the same should be attached with the invoice raised by the Contractor. Any invoices without the weighbridge slip jointly signed by the representative of the Contractor and representative of the Company is deemed void.
- 1.34. Final weight of silage would be considered during the weight of sale of silage only. No weight of maize crop or silage would be considered in between the operation.
- 1.35. Payment for silage making would be done during the weight measured for sale of silage only.
- 1.36. The Contractor should refrain from any practices which adds weight to the Silage crop fraudulently like watering the Silage, including weeds and non-forage crop residues in the baled/chaffed fodder etc. If any such activity is found to be done by the

Contractor, the Company may take any action deemed fit including termination of this contract with immediate effect.

- 1.37. If the Company is doubtful regarding the weight taken at any instance, the Company may follow procedures to ensure the right weighment and instruct the contractor regarding the procedures to be followed which the Contractor has to follow scrupulously and without any complaint.
- 1.38. If the crop / silage supplied by the contractor is totally deviating from the set specifications the Company is at its liberty to reject the consignment.
- 1.39. The Company at no circumstances shall be liable to make good for the losses incurred by the contractor in terms of lesser yield/labour issues/damages to the crop/improper germination of seeds/weed or pest damage/water logging/damage to implements and /or machineries and/or equipment owned by him.
- 1.40. The Contractor is at his liberty to avail crop insurance at his expense with due intimation to the Company.
- 1.41. The decision taken by the General Manager/In-charge on any of the practices to be followed on fodder cultivation shall be final and binding to the Contractor

1. Payments

- 1.1. The Contractor shall be paid for the quantity of the silage bails & supplied to CCBF Andeshnagar during the sale of silage by CCBF Andeshnagar (Period for silage bales weight time would be 50 days to 150 days). After weight the silage with weight slip dully signed tio be submitted at CCBF Andeshnagar for final payment of 30 days time period.
- 1.2. The invoice shall be raised in the name of:
CCBF Andehnagar (NDDB DAIRY SERVICES)
Central Cattle Breeding Farm , Andeshnagar
PO Mehwaganj- 261506
Lakhimpur Kheri

Delivery/Shipping Address:- CCBF Andeshnagar

- 1.42. The Contractor shall prepare the final invoice for every month and submit it to the Company and necessary entries should be made in the register maintained at the weighment bridge. Format of the register is as appended below

SL No	Date of Supply	Weighment slip No	Quantity Measured	Signature by Stores Dept	Signature by Contractor

- 1.43. The invoice should have the details of daily crop variant and quantity supplied along with the moisture content details.
- 1.44. The invoice or the weighment slips with overwriting will be considered void.
- 1.45. The bills are to be submitted for the preceding month that is from 1st of the month to End of the month on or before the 5th day of the ensuing month.

- 1.46. The final payment to be made to the Contractor will be calculated by the Company based on the total value of the invoices deducting the unpaid electrical charges incurred for irrigation purposes and operation of tube well / Bore well. The Company may also deduct the penalties for short supply of quantities and/or for not meeting the specifications agreed upon.
- 1.47. The final payment for the undisputed bills shall be made within 7 working days from the day of submission.
- 1.48. The payments shall be made only to the bank account as provided by the contractor and mentioned in this agreement.

Annexure A

Month wise Minimum requirement of Maize/Sorghum production & silage making in MT

Fodder Variety	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sept-25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	March 26	Total
Silage (Maize)		300	300	300	-	300	300	300	300	300	300	300	3000
Silage (Sorghum)					200	200	400	400	200	200	200	200	2000

Annexure B

Specifications for Stage of Harvesting & Moisture Content

The Company shall be accepting the fodder as per the following specifications only.

a. SPECIFICATION FOR HARVEST STAGE

Age of fodder on Harvesting.

Sl No	Fodder Variety	Harvesting Stage (Days)
1	Maize	90 - 100

b. Moisture content.

Silage- 15% (maximum)

Production rate /MT

Sr No	Name of crop	Type of production	Description	Area of sowing (acre)	Sowing time	Expected production (MT)	Rate per MT	Total Amount (Rs.)
1	Maize	Silage making & wrapping in film	Including sowing, harvesting, chopping, bailing of 80-100 kg bails, packing film, silage saver & stacking at location	200	Feb - March & June-July	3000		

2	Sorghum	Silage making & wrapping in film	Including sowing, harvesting, chopping, bailing of 80-100 kg bails, packing film, silage saver & stacking at location	200	June- July & Sept Oct	2000		
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Note : Responsibility for wear and tear, routine maintenance, and operational handling of all machinery and implements provided by NDDB during the project period would be in the scope of contractor

Supply and application of **high-grade, UV-stabilized bailing film** with **28-layer wrapping**, ensuring airtight fermentation and a shelf life of **18 months or more** in the scope of contractor.

Handling loss during operation like harvesting, silage making, bales, silage making in pit, loading of bales, weight loss of crop during fermentation in pit or bales would be in the scope of contractor.

Annexure C1

Tentative sowing schedule of maize crop

Sr No	Name of crop	Sowing time	Area (Acres)
1.	Maize	Feb- March	200 Acres
2.	Maize	June-July	200 Acres
3	Sorghum	June -July	100 Acres
4	Sorghum	Aug – Sept	100 ACres

Annexure D

Material Inward Format for Contractor

Date:					
Time:					
Sl No	Description	Manufacturer & Make or Model	UOM	Verified by <Sign of the Security Officer>	Details of entry in Register at Security Gate <Page No>
1					
2					
3					

Terms & Conditions – Manpower Deployment

(For Contract Farming / Allied Activities)

1. Provision of Manpower

The successful bidder (Contractor) shall deploy adequate skilled, semi-skilled and unskilled manpower as required for contract farming, field operations, farm management and other allied activities, within the stipulated time period.

2. Statutory Compliance

The Contractor shall strictly comply with all applicable labour laws and statutory provisions as amended from time to time, including but not limited to:

- Minimum Wages Act
- Contract Labour (Regulation & Abolition) Act
- Employees' Provident Fund (EPF) Act
- Employees' State Insurance (ESI) Act
- Payment of Wages Act
- Employees' Compensation Act
- Applicable Government of Uttar Pradesh / Government of India rules and notifications

3. Wages and Statutory Payments

Payment of wages, statutory dues such as EPF, ESI, insurance, bonus, leave and any other applicable benefits to the manpower shall be the sole responsibility of the Contractor. The Department/Employer shall have no liability whatsoever in this regard.

4. Attendance and Records

The Contractor shall maintain proper attendance records, wage registers, statutory registers and identity proofs of all deployed manpower and shall produce the same for inspection whenever demanded by the Department/Employer.

5. Identity Card and Uniform

All deployed manpower shall be issued photo identity cards by the Contractor. Uniform and protective gear, wherever required, shall also be provided at the Contractor's cost.

6. Conduct and Discipline

The manpower deployed shall maintain proper conduct and discipline at the work site. In case of misconduct, negligence or unsatisfactory performance, the Department/Employer shall have the right to demand immediate replacement without any additional cost.

7. Safety and Insuran

8. The Contractor shall be fully responsible for the safety and security of the manpower deployed. Any accident, injury, illness or loss arising during the course of work shall be the sole responsibility of the Contractor. The Department/Employer shall not be liable for any compensation or claim.

9. No Employer-Employee Relationship

The manpower deployed by the Contractor shall be deemed to be employees of

the Contractor only. No employer–employee relationship shall exist between the Department/Employer and the deployed manpower under any circumstances.

10. **Sub-Contracting**

Sub-contracting of manpower or any part of the work shall not be permitted without prior written approval of the competent authority.

11. **Replacement of Manpower**

In case of absenteeism, resignation, poor performance or as per operational requirement, the Contractor shall arrange suitable replacement of manpower immediately at no additional cost.

12. **Tax and Other Liabilities**

All applicable taxes, duties, levies, GST, income tax and any other statutory liabilities shall be borne and paid by the Contractor.

13. **Confidentiality**

The Contractor and deployed manpower shall maintain strict confidentiality of all data, records and information related to the project. Any breach of confidentiality shall make the Contractor liable for appropriate action.

14. **Termination of Contract**

The contract may be terminated by the Competent Authority in case of breach of terms, non-compliance of statutory provisions, or unsatisfactory performance, without prejudice to any other legal remedies available.

15. **Jurisdiction**

Any dispute arising out of or in connection with this contract shall be subject to the jurisdiction of courts located within the **State of Uttar Pradesh only**.