



**TENDER DOCUMENT**

**FOR**

**CONSTRUCTION OF BITUMEN ROAD at CCBF Andeshnagar**

**NDS/CCBFAN/ROAD/FEB/25-26/01**

**Issued By:**

**NDDB DAIRY SERVICES, SAFDARJUNG NEW DLEHI**

**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 ORIGINAL BID SECURITY (EARNEST MONEY DEPOSIT) TO NDS SHALL BE **SUMMARILY** REJECTED.
- 3) NON-COMPLIANCE WITH EVEN A MINOR TECHNICAL REQUIREMENT SHOULD BE SPECIFICALLY STATED BY THE BIDDERS.
- 4) BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- 5) NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- 6) SPECIFICATIONS, CONDITIONS, SCHEDULE AND DRAWINGS OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
- 7) THE BID, ALONGWITH ENCLOSURES, DRAWINGS AND TECHNICAL LITERATURE, SHOULD BE IN ENGLISH ONLY.
- 8) ALL EQUIPMENT, SYSTEM & COMPONENTS SHOULD BE DESIGNED TO PERFORM AS PER SPECIFICATIONS IN THIS BIDDING DOCUMENT UNDER TROPICAL CONDITIONS.
- 9) THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
- 10) NATIONAL DAIRY DEVELOPMENT BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

**CHECKLIST TO BE SUBMITTED BY THE BIDDER ALONG WITH  
TECHNICAL BID (PART I)**

<b>Sr. No.</b>	<b>Item</b>	<b>Submitted Yes/ No</b>	<b>Page No</b>	<b>Remarks if any</b>
(*) Checklist is Mandatory to fill and attached with Bid.				
01	Earnest Money Deposit submitted (Bid security) on or before last date & time of bid submission	<input type="checkbox"/>		
02	Tender fee submitted, if the tender is downloaded from the website	<input type="checkbox"/>	<input type="checkbox"/>	
03	Following documents complying eligibility requirement submitted:			
	i) Copies of all documents required as per clause 1 b) of Eligibility criteria	<input type="checkbox"/>	<input type="checkbox"/>	
	ii) Profit & Loss Statement, Balance sheet for last 3 financial years including audit report	<input type="checkbox"/>	<input type="checkbox"/>	
	iii) Income tax return for three previous financial years	<input type="checkbox"/>	<input type="checkbox"/>	
	iv) Certificates/ Documents as per clause 1 f) of Eligibility Criteria regarding completion of works costing not less than 60%, 40% & 30% of estimated value of contract	<input type="checkbox"/>	<input type="checkbox"/>	
	v) TDS certificates for work done for non govt. Organization	<input type="checkbox"/>	<input type="checkbox"/>	
04	Power of attorney submitted (If bid is signed by other than Director/MD)	<input type="checkbox"/>	<input type="checkbox"/>	
05	Submitted form of bid	<input type="checkbox"/>	<input type="checkbox"/>	
06	Uploaded original bidding document completed in all respect duly signed & sealed	<input type="checkbox"/>	<input type="checkbox"/>	
07	Bidding terms/ Technical Deviation if any is attached as per tender	<input type="checkbox"/>	<input type="checkbox"/>	

**Sign. & Seal of the Bidder**

INDEX

<b>SECTION NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NOS.</b>
SECTION I	INVITATION FOR BIDS	5
SECTION II	INSTRUCTION TO BIDDERS	6-13
SECTION III A	TERMS & CONDITIONS OF CONTRACT	14-22
SECTION III B	STATUTORY COMPLIANCE OF CONTRACT	23-27
SECTION IV	TECH SPCTS	28-36
SECTION V	FORM OF BID	36-38
SECTION VI	ACCEPTABLE FORMS OF BANK GUARANTEES	39-44

**SECTION – I INVITATION FOR BIDS**



**National Dairy SERVICES**

**NDDB HOUSE OPP KAMAL CINEMA SAFDARJUNG ENCLAVE DELHI 110029**  
**Phone Nos. 01149883000, 49883088**

National Dairy services (NDS) invites “Online E-Tender” from reputed eligible bidders for the following works:

Bid Ref:	NDS/CCBFAN/ROAD/FEB/25-26/01
Description	Construction of Bitumen Road.
Estimated Cost	<b>Rs. 90 Lakh</b>
EMD	<b>Rs. 90 Thousand .</b> <b>(Through NEFT/RTGS in the account of NCDFI)</b> <b>Members are requested to deposit the Earnest Money Deposit (EMD) directly into their respective Escrow accounts.</b> <b>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.</b> <b>For NCDFI registration please contact Sagar:</b>
Sale of bid (Start date)	23 Feb 2026

Sale of bid End Date	<b>15Mar 2026</b>
Last Date & Time of Submission of bid	<b>03:00 PM on 15.3.2026</b>
Technical Bid Opening	<b>03:30 PM on 15.3.2026</b>
Delivery Period	Within 45 days from the purchase order.
Delivery Location	CCBF Andeshnagar

Delivery Schedule	Delivery schedule at the time of purchase order.
Evaluation of offer	<p><b>Techno Commercial Lowest One</b></p> <p><b>Non-Challenge Clause</b></p> <p>By participating in this tender, the bidder acknowledges and agrees that the allocation of Work shall be final and binding by CCBF Andeshnagar. These shall not be subject to challenge, claim, or dispute in any forum, including courts of law or arbitration proceedings.</p>

The bid document will be available in the website at [www.nddbdairy.com](http://www.nddbdairy.com) & <https://www.ncdfimarket.com/index.php/auctions-2> and can be downloaded and used as tender document for uploading the offer.

## SECTION II - INSTRUCTION TO BIDDERS

### 1) Eligibility And Qualification Requirements:

**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 **Three years** at the 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 shall furnish the following documents along with the bid. 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 Establishment Act.
  - iii. GST Registration
  - iv. Registration under EPF
  - v. LIN (Labour Identification Number from Shram Shuvida portal). The bidder should provide a copy of registration & not only number
  - vi. Registration under Income Tax
- c) The Bidder's average Financial Turnover in the same name and style in each of the last three financial years (2022-23,23-24 and 24-25) ending 31st March shall be not less than **60% of the estimated cost.**
- d) The bidder should have **positive net worth in last two financial years.**
- e) The bidder should have **cash profit in any 1 financial years out of the last here financial years.**
- f) 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 70% of estimated value
  - OR
  - II) Two Contracts / Works of similar nature each costing not less than 40% of estimated value
  - OR
  - III) Three Contracts / Works of similar nature each costing not less than 300% of estimated value

**Note:**

- a) The contract means the work done against one work order in a single location.

- b) Cost of contracts/works shall be considered for evaluation as per the clause 1(f) above excluding the cost/recovery of materials supplied by the purchaser.

Bidder shall submit the following details to support their claim for meeting the minimum eligibility requirement -

1. Name / Names of projects to be considered for meeting minimum eligibility criteria
2. Nature of each project / work completed.
3. Value of work of each project / work completed.
4. Location of execution of each project/work completed.

The copy of each purchase order/work order, completion certificate and abstract sheet of final bill/invoice showing the cumulative value of work done should be submitted in order to support aforesaid details. In case, the final bill/invoice, does not contain cumulative value of work done, copy of all the bills/invoices submitted prior to the final bill should be attached.

- g) In addition to the above, the following information/documents should also be **uploaded** along with the online bid (**Technical bid**) by the bidder for evaluation/determination of their eligibility:

- I. Copy of Income Tax Returns for 2 previous financial years.
- II. Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed in the private sector.
- III. Copy of form 26AS for the last 2 financial years.

- h) Even though the bidder meets 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 and/or
- II. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.

## **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.

## **3) 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 National Dairy Development Board 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 Group Head (Purchase), National dairy services

#### **4) Downloading the Document**

The bid document will be available in the website at [www.nddbdairyservices.com.com](http://www.nddbdairyservices.com.com), & <https://www.ncdfimarket.com/index.php/auctions-2/> and can be downloaded and used as tender document for uploading the offer.

The interested vendors are required to send an email at [etenders@ncdfimarket.com](mailto:etenders@ncdfimarket.com) by providing the following detail/information prior to 2 days before the bid end date:

Name of the organization:

Name of the contact person:

Contact No:

E-Mail:

Status of Registration with NCDFI (Yes/No):

Registration/bidding guidance will be provided by NCDFI team to interested bidders

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.

#### **5) Content of Bidding Documents**

5.1 The Bidding Document includes:

- (a) Invitation for Bids;
- (b) Instruction to Bidders
- (c) Terms & Conditions of Contract
- (d) Statutory Compliances
- (e) Scope of Work
- (f) Schedule of quantity;
- (g) Form of Bid;
- (h) Deviation statement;
- (i) Acceptable form of Bank Guarantee

5.2 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.

#### **6) Project Site visit**

The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a Contract. The costs of visiting the site shall be at bidder's own expenses.

## 7) **Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Documents may notify NDS in writing or by fax or email. NDS will respond in writing to any request for clarification of the Bidding Documents, which it receives prior to the deadline for the submission of bids. Bidders should preferably forward their queries earlier than 10 days prior to the bid submission date. Written copies of NDS response will be sent to the respective Bidder. Also corrigendum, if necessary, will be uploaded in the NDS website and e-tender portal without identifying the source of the inquiry.

## 8) **Amendment of Bidding Documents**

At any time prior to the deadline for the submission of bids, NDS may modify the bidding document by the issuance of amendment. The amendment will be uploaded on NDS/NCDFI's website and will be binding on them. NDS may also at its own discretion, extend the deadline for submission of bids. Before submission of the bid, the bidder should check the NDS/ NCDFI's website for any Corrigendum/additional information on the bidding document, if any.

## 9) **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

## 10) **Submission of bid**

The bidders, who downloaded the bidding documents, are eligible for submission of bids in their names only. All the bidders should submit/upload their online bids in Part I – Technical Bid and Part II – Price Bid. The technical bid (Part I) shall contain all the details **EXCEPT THE PRICE**.

The complete bidding document downloaded has to be uploaded along with the bid without any modifications/alternations, as a token of their acceptance towards the scope of work, terms and conditions of the bid unconditionally.

Bids must be uploaded by the bidder at the NCDFI portal not later than the time specified for receipt of the bids in the Invitation for Bids.

The Bidder cannot modify or withdraw its bid after the last date and time of bid submission. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's EMD.

The bids are to be uploaded/ submitted with drawing, specifications or as per drawings, specifications given in the tender and submitted as such, shall be deemed to mean that the bidder submitting such a bid is fully acquainted with the technical details.

## 11) **Period of Validity of Bids:**

The Bids shall remain valid for 120 days from the date of bid opening prescribed by the NDS. A bid valid for a shorter period shall be rejected as non-responsive

12) **Price:**

The bidder shall indicate on the Price Bid at NCDFI's e-Portal the final unit prices (after considering discount, if any) and the applicable GST for the services it proposes to deliver under the contract. Bidders must submit a bid for the full quantity specified, failing which, such bids will not be taken into account for evaluation and comparison and will not be considered for award of contract.

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

The item wise quoted price shall be indicated in the field "**Unit Rate (in Rs.)**" on the portal on FOR site basis, **excluding GST**. The % GST considered should be indicated in the field "**Applicable GST (in %)**".

A statement indicating item wise SAC codes considered for the items shall be submitted alongwith the **Technical Bid (Part I)**.

Bidder shall be responsible for selection of appropriate SAC code and applicable GST thereon for the items quoted by them.

**Contractors registered under Composite Scheme of GST**

In case the bidder is a registered under GST Composite scheme, the price quoted shall be including applicable GST, as it may not be possible to indicate GST separately. However, in such a case, the bidder, in their **Technical bid (Part I)**, **MUST** indicate that they are the **composite dealers and propose to provide services under GST composite scheme**.

All applicable cess, levies shall be borne by the Contractor/ Supplier.

13) **Fixed Price:**

- (i) The rates and prices quoted by the bidder shall be fixed for the entire duration of the contract and shall not be subjected to adjustment on any account. A bid submitted with price adjustment condition shall be treated as non-responsive and rejected.
- (ii) Any variation after receipt of bids on account of change in rates of applicable taxes and duties shall be considered for payment provided the price break up and the details of the taxes and duties included in the prices & SAC code considered, is furnished by the party in the **Technical bid (Part - I)**. If any altogether new tax and duty is imposed on such contract after the bid opening date, the same shall be considered for payment/ reimbursement upon documentary evidence. Similarly, the differential amount shall be recovered, if the rates of taxes and duties etc. are revised downward. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax/ duty that may be levied on profits made by him in respect of the Contract.
- (iii) The Contractor's staff, personnel and labour will be liable to pay personnel income tax in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor thereof as may be imposed on him by such laws and regulations.

14) **Bid Form**

- (i) The Bidder shall complete the Bid Form furnished in the Bidding Documents and upload in NCDFI portal
- (ii) All the required documents, duly signed, should be uploaded on or before the specified date and time at NCDFI Portal.

15) **Opening of Bids**

Technical bids of those bidders whose Original EMD, have reached the office of NDS as mentioned in the IFB, shall be opened online on the date and time specified on NCDFI portal.

NDS will open the Technical bids on the time and date stated in the IFB. Bidders can witness electronic opening of bids.

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

16) **) Evaluation of Bids**

a) **Preliminary Evaluation**

NDS 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.

Where the bidder has quoted and the Earnest Money deposit furnished is inadequate, the bid will be treated as non-responsive.

NDS will also examine whether the bid is complete. If the prices of certain item is found as "0 (Zero)" it will be presumed the bidders have included the cost of such items against some other items of the price bid. The bidder shall furnish/upload the details of such inclusions separately alongwith their **Technical Bid (Part I)**.

Prior to the detailed evaluation, NDS will determine the substantial responsiveness to the bidding document. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document 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, NDS 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. NDS determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

No post-bid clarification at the initiative of the bidder shall be entertained. For evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarification on the bid. The shortfall information / documents shall be sought only in case of historical documents which pre-existed at the time of tender opening and which have not under gone change since then.

So far as the submission of the documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for and considered so as to qualify the bidder.

In case the required clarification are not received by the Purchaser in time, the Technical bid may be treated as incomplete and non-responsive.

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

NDS 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.

**b) Evaluation and Comparison of Bids**

The Evaluation and comparison of bid will be done on the basis of **Overall Basis** quoted price inclusive of applicable GST.

**c) Conversion to Single Currency**

All bid prices shall be in Indian Rupees only.

**17) Award Criteria**

- (i) NDS 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.
- (ii) NDS may award one single contract or more than one contract to the successful bidder at NDS discretion.

**18) Signing of Contract**

Within 30 days from the receipt of the Purchase Order, the successful bidder shall return the duplicate copy of the Purchase Order, duly signed and sealed and Performance Security, wherever applicable.

**19) Performance Security**

- (i) Within 30 days of receipt of the Purchase order, the successful bidder shall furnish the performance security of 5% of the contract price in accordance with the Conditions of Contract, in the Performance Security Form. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete the obligations under the Contract.
- (ii) Failure of the successful Bidder to comply with the Clause 19 and 20 (i) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

**20) Rights Reserved by NDS**

NDS reserves the right to accept or reject any bid, and to annul the bidding process and reject all the 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 NDS action. NDS does not bind itself to accept the lowest bid and reserves the right of accepting / rejecting any bid in part or full without assigning any reason. NDS reserves the right to award the contract either in part or full.

**Note:**

- i) Deviations in commercial terms and conditions may lead to bid rejection.
- ii) The Bidder should mention the SAC Code of each item alongwith the Technical Bid (Part I).
- iii) GST TDS as per section 51 of CGST Act 2017 will be deducted, if applicable.

**21) Address for Communication:**

Group Head (Purchase)  
NDDB Dairy Services,

***National Dairy Development Board complex, Room No D 32 Plot A, 84, Block A, Sector 17, Noida, Uttar Pradesh 201301 Mobile No-8853491248***

***Samar.rehman@nddbdairyservices.com***

The detailed Terms & Conditions and Technical specification is enclosed.

***Issued by: NDDB Dairy Services, Delhi***

## SECTION III A- TERMS AND CONDITIONS OF CONTRACT

### 1. **Performance Security:**

The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in the following form:

- 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.

OR

- 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 performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days after defect liability period.

### 2. **Time for Completion:**

Subject to any requirement in the Contract as to completion of any section of the works before completion of the whole, the whole of the works shall be completed within the time stated in the Contract or such extended time as may be allowed. Upon acceptance of the bid, the contractor shall submit for approval a comprehensive work programme in the form of Bar chart indicating the critical activities. After approval of the same, the contractor shall strictly adhere to the sequence of activities stated therein. The contractor shall review the actual progress of work in each month, in relation to the approved programme. The submission to and approval by the Service Recipient / NDS of the programme shall not relieve the contractor of any of his duty and responsibility under the contract.

### 3. **Liquidated Damages:**

- 3.1 If the Contractor shall fail to achieve completion of the Works within the time prescribed in the Purchase order/ contract, then the Contractor shall pay the sum at the rate of 0.5% (zero point five percent) of the amended up-to date total contract cost as liquidated damages for such default and not as a penalty for each completed week (week comprising of 7 days including holidays and any incomplete week shall be ignored for the calculation of liquidated damages) which shall elapse between the time prescribed for completion and the date of certified completion of the particular works. The Service Recipient/ NDS may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, 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.
- 3.2 The aggregate maximum of the liquidated damages payable under this clause shall be subject to a maximum of 10% (ten percent ) of the total work order /

Contract cost (i.e. value indicated in letter of acceptance/ Purchase order or any subsequent amendment, accepted by the contractor ).

- 3.3 If, before the completion of the whole of the Works any part or section of the Works has been certified by the Engineer as completed and occupied by the Service Recipient/NDS, the liquidated damages for delay shall, for any period of delay after such certificate be reduced in the proportion which the value of the part or section so certified bears to the value of the whole of the Works.
- 3.4 The criteria for deriving the liquidated damage shall be the actual value of works executed and the amended time of completion.

#### **4.0 Termination of Contract:**

##### **4.1 Termination for Default**

4.1.1 If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in execution levied on his goods, or if the Engineer shall certify in writing to the Service Recipient/ NDS that in his opinion the Contractor: -

- a) Has abandoned the Contract
- b) Failure of the successful Bidder to comply with the Clause 19 and 20 (i) of section II of tender document shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit
- b) Without reasonable excuse has failed to commence the works or has suspended the progress of the works for **28 days** after receiving from the Engineer written notice to proceed, or
- c) Has failed to remove materials from the site or pull down and replace work for **30 days** after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or
- d) Despite previous warnings by the Engineer, in writing, is not executing the works in accordance with the Contract, or is persistently neglecting to carry out his obligations under the Contract, or
- e) Has, to the detriment of good workmanship, or in defiance of the Engineer's instructions to the contrary, sub-let any part of the Contract.

Then the Service Recipient/ NDS may, after giving **15 day's** notice in writing to the Contractor, enter upon the site and the works and expel the Contractor there from and without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Service Recipient/ NDS or the Engineer by the Contract, and may himself complete the works or may employ any other Contractor to complete the works. The Service Recipient/ NDS or such other Contractor may use for such completion so much of the constructional plant, temporary works and materials, which have deemed to be reserved exclusively for the execution of the works, under the provisions of the Contract, as he or they may think proper, and the Service Recipient/ NDS may at any time, sell any of the said Constructional Plant, temporary works and unused materials including invocation of bank guarantees and

apply the proceeds of sale in or towards the satisfaction of any sum(s) due or which may become due to him from the Contractor under the Contract .

- 4.1.2 The Engineer shall, as soon as may be practicable after any such entry and expulsion by the Service Recipient/NDS, fix and determine **ex parte**, or by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work than actually done by him under the Contract and the value of any of the said unused or partially used materials, any Constructional Plant and any temporary works.
- 4.1.3 If the Service Recipient/ NDS shall enter and expel the Contractor under this clause, it shall not be liable to pay to the Contractor any money on account of the Contract until the expiry of Period of Maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Service Recipient/ NDS have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum(s), if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Service Recipient/ NDS the amount of such excess and it shall be deemed a debt due by the Contractor to the Service Recipient/NDS and shall be recoverable accordingly.
- 4.1.4 In such event, the Service Recipient/ NDS shall charge **15%** overhead to cover the departmental charges and the same shall be recovered form the Contractor.
- 4.1.5 No credit shall be allowed to the Contractor in case the amount spent by the Service Recipient/ NDS for a particular item which shall be less than the amount payable as per the tender amount.

## **4.2 Termination for Convenience**

- 4.2.1 The Service Recipient/NDS shall be entitled to terminate this Contract at any time for its own convenience after giving 15 days prior notice to the Contractor, with a copy to the Engineer.
- 4.2.2 In the event of such termination the Contractor :
- a) Shall, with all reasonable despatch, remove from the site all constructional plant and shall give similar facilities to his sub-Contractors to do so.
  - b) Shall be paid by the Service Recipient/ NDS, as in so far as much amount or items shall not have already been covered by payments on account made to the Contractor, for all works executed prior to the date of termination at the rates and prices provided in the Contract and in addition:-
    - i) The amounts payable in respect of any preliminary terms, so far as the works or service comprised therein has been carried out or performed, and a proper proportion as certified by the Engineer of any such items, the work or service comprise in which has been partially carried out or performed.

- ii) The cost of materials or goods reasonably ordered for the works which shall have been delivered to the Contractor, or of which the Contractor is legally liable to accept delivery, such materials or goods becoming the property of the Service Recipient/ NDS upon such payments being made by him.
- iii) A sum to be certified by the Engineer, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the works insofar as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.

Provided always that against any payments due from the Service Recipient/ NDS under this sub-clause, the Service Recipient/ NDS shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of constructional plant and materials and any other sums which at the date of termination were recoverable by the Service Recipient/ NDS from the Contractor under the terms of the Contract.

## **5. TERMS OF PAYMENT:**

- a) Payment will be released within 30 days from the date of submission of each running bill (20% each time) based on Joint Measurement Sheet and against the submission of order acceptance & PBG for 5% of the total PO value valid up to the warranty/ defect liability period plus 3 months claim period.

## **6. Insurance:**

- 6.1 Without limiting his obligations and responsibilities, the Contractor shall prior to the commencement of the Works insure in the joint names of NDS/ Service Recipient and the Contractor by naming the Service Recipient as the beneficiary against all losses or damages from whatever cause arising, other than the excepted risks, for which he is responsible under the terms of the Contract and in such manner that NDS and/or the Service Recipient and the Contractor are covered for the period of completion for loss or damage arising from a cause, occurring prior to the commencement of the Period of maintenance. For this, Contractor's All risk policy shall be obtained by the contractor for 110% of the contract value. The contractor shall also obtain Third Party insurance, which covers protection of any material or physical damage, loss or injury which may occur to any property including that of Service Recipient/ NDS (third party) during execution of work. Such insurance shall be for 10% of the value of the works with number of occurrence unlimited.
- 6.2 Wherever ESIC facility is not available, the Contractor shall obtain Workmen Compensation Policy for Accident or Injury to Workmen. The NDS/ Service Recipient shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor. The Contractor shall indemnify and keep indemnified the NDS/ Service Recipient against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Where any case is instituted

against the NDS Service Recipient, the Contractor shall implead himself as a party as if the case has been instituted against the Contractor.

- 6.3 For NDS related works, wherever ESIC facility is available, the contractor should obtain Personal Accident Insurance policy, renew from time to time without delay during tenure of the contract & provide its copy to NDS

The Contractor shall be solely responsible for compensation for accident or injury or damage payable to its workers as per law in consequence of any accident or injury to any workman or other person in the employment arising out of this Contract and during duty period. The contractor shall immediately take appropriate action in case of any accident to the workers so deployed by them and duly compensate such workers as per law. NDS, shall not be liable for or in respect of any damages or compensation payable to the workmen deployed by the Contractor in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor during the course of employment or out of such employment. All the personnel engaged should be covered under the policy by the contractor against any accident that may occur causing personal injury or loss of life. No compensation will be given by the NDS for any reasons whatsoever.

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 NDS shall not be responsible in any manner directly or indirectly. Any statutory obligation as may be required by the Government including central electricity authority, Govt. of India/ Directorate of electricity, State Govt 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.

For all the aforementioned insurances, the Contractor shall insure against such liability with an insurer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, produce to the NDS/ Service Recipient such policy of insurance.

## **7. Sub-Letting of Work:**

The Contractor shall not sub-let the whole of the works. Except where otherwise provided by the Contract, the Contractor shall not sub-let any part of the works without prior written consent of the Engineer, which shall not be unreasonably withheld, and such consent, if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or negligence of the Contractor, his agents, servants or workmen, provided always that the provision of labour on a piece work basis shall not be deemed to be a sub-letting under this clause.

## **8. Inspection of Works:**

The Engineer and any person authorised by him shall at all times have access to the Works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

## **9. Examination of Work before Covering up:**

- 9.1 No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever such work or foundations is or are ready or about to be ready for examination and the Engineer shall, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.
- 9.2 The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been put out of view after compliance with the requirement of **clause 9.1** and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the NDS/ Service Recipient, but in any other case all costs shall be borne by the Contractor.

## **10 Removal of Improper Work and Materials:**

- 10.1 The Engineer shall during the progress of the Works have power to order in writing from time to time.
- a) The removal from the Site, within such time or times as may be specified in the order, of any materials which, in the opinion of the Engineer, are not in accordance with the Contract.
  - b) The substitution of proper and suitable materials and
  - c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the Contract.
- 10.2 In case of default on the part of the Contractor in carrying out such order, the NDS/ Service Recipient shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the NDS/ Service Recipient or may be deducted by the NDS/ Service Recipient from any payment due or which may become due to the Contractor.

## **11. Watching and Lighting:**

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer, for the protection of the Works, or for the safety and convenience of the public or others.

## **12. Quality of Works:**

The quality of work shall be first class and shall strictly adhere to the approved item specifications. Contractor shall be responsible for line level and

workmanship. No deviation from the specifications shall be tolerated at any stage during the execution of work and any work found defective and not up to the mark shall have to be redone at contractor's risk, cost and responsibility. The contractor will take the prior approval of all the materials before incorporating the same in the works.

### **13. Important Precautionary/ Safety Measures:**

For working inside an existing building, the contractor shall provide suitable covers for the floorings, furniture and other equipment or take any other suitable precautionary safety measures to avoid any damage during the ongoing related works. During the execution of work, all the areas i.e. floors/doors/windows/fixtures shall be fully cleaned on daily basis so as to avoid any hindrance / dust inside the building. The Contractor is also required to ensure proper discipline so that working of premises is not affected.

The Contractor shall be responsible for making good any loss or any damage made to the structures / properties / facilities in the work place and its surroundings to the satisfaction of Officer-In-charge.

The Contractor shall regulate entry & exit of man & martial in the premises and abide by the rules & regulation of the work place. The Contractor shall arrange the required tools/tackles, ladders, instruments etc for smooth completion of works.

### **14. Variations:**

The quantities indicated in the work order are approximate and may vary on either side depending upon the actual site condition. Any new items, not specified in the Schedule of quantities, shall have to be executed by the contractor based on mutually agreed rate. For setting the rates of the extra items, the Contractor's cost for overhead and profit shall be taken as 15% (Fifteen percent) of the materials, labour cost etc.

The Contractor shall have to arrange & provide all the tools / tackles, consumables required to complete the job. Only items of approved make shall be permitted for use.

### **15. WATER AND ELECTRICITY:**

Electricity & water required for execution of works will be provided free of cost. However, necessary arrangements for tapping/ connection etc. will have to be made by the contractor at his own cost. However, NDS/ Service Recipient shall not guarantee the maintenance of uninterrupted water/ electricity supply and voltage fluctuation etc. It will be the responsibility of the Contractor to make alternative arrangements for water/ electricity supply at his own cost in the event of any break down so that the progress of work not affected for want of water/ electricity. No claim or damage or refund of water charges shall be entertained on account of such break down.

OR

The Contractor shall make his own arrangement for water for the work and nothing extra shall be paid for the same. The water used by the Contractor shall be fit for drinking as well as construction purposes to the satisfaction of the Engineer-in-charge. In case the water is provided, it shall be provided at one point in the site at the discretion of the

Engineer-in-charge and the Contractor shall make its own arrangement for water connection and distribution pipe lines in the construction area. Also, water charges shall be recovered from each RA bill @ 0.5% of net amount of work done of such bill.

The Contractor shall have to make his own arrangements for the power supply at his cost, as per INDIAN ELECTRICITY RULES. The temporary lines shall be removed by the Contractor at his cost after the completion of the work or if there is any hindrance, to the other works due to the alignment of these lines, during the Contract period.

In case the Electric power supply is provided, the supply shall be made at one point in the site at the direction of the Engineer-in-charge. The Contractor shall make his own arrangement to receive, carry and distribute the power wherever it is required within the site. Also, Electricity charges shall be recovered from each RA bill @ 0.5% of net amount of work done of such bill.

**16 Submission of Bills:** Bills in triplicate stating therein the purchase order reference alongwith Measurement sheet, Abstract Sheet and other supporting documents are to be submitted as per instructions given in the purchase order. Unless otherwise stated, the payment shall be made by Crossed Account Payee cheque according to the terms of payment mentioned in the purchase order.

**17. Defect Liability Period:**

The defect liability period shall be **12 Months** from the date of actual completion of works in all respect. During this period, any defect, if found, shall be attended by the contractor at his own cost.

**18. Force Majeure:**

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the contractor nor NDS/ Service Recipient 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 law, 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 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.

**19. Arbitration:** In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/ accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the

same shall be referred to the adjudication of sole arbitrator to the appointed by "NDS" whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/ purchase order, venue of such arbitration shall be DELHI

- 18. Jurisdiction:** Courts at DELHI alone shall have jurisdiction regarding any matter arising out of this agreement.

## Section III B

### STATUTORY & LEGAL CONDITIONS FOR SHORT DURATION CONTRACT

In this document, NDS means National Dairy services, kamal cinema Safdarjung enclave new delhi 110029

The person engaged or to be engaged by the contractor for providing services at NDS will be covered under applicable labour laws including contract Labour (R&A) Act, applicable to contract labour.

The bidder is required to provide the manpower with sufficient numbers of relievers during leave/ absence for carrying out uninterrupted services at NDS. The successful bidder shall pay wages not less than the minimum wages & statutory payments as per provisions under applicable labour laws to the manpower deployed at NDS.

#### 1. Statutory / Legal requirements :

NDS is registered as a Principal Employer with Labour Commissioner (Central) and Central Government is the appropriate Government for NDS for Contract Labour (R&A) Act and other applicable Acts. Therefore, it is mandatory for the successful bidder / contractor to ensure compliance of all applicable labour laws with the office of Chief Labour Commission (Central) and also comply with State Acts, as applicable.

The compliance of following statutory provisions is mandatory for bidders /the successful bidder:

- a. The contractor shall pay wages to the workers deployed by him at NDS premises on monthly basis in the presence of the authorized representative of NDS as per provision of the Contract Labour (Regulation & Abolition) Act & as revised by the Central Government from time to time. The wages will be verified & certified by the NDS's representative.
- b. The payment of wages shall not be less than the minimum wages fixed or as revised by the office of Labour Commissioner - Central from time to time. **On revision of minimum wages by Central Government, a comparison has to be made between the wages declared by the Central Government and the State Government; and wages whichever are higher shall be paid to the personnel deployed.** The contractor should pay bonus; National Holidays & Public Holidays, Earned Leave and other leave as per provisions of State shops & Esta. Act.
- c. The contractor shall provide the services to NDS as per the provisions of the applicable Acts with latest amendments from time to time, in Central Acts like EPF&MPA, ESI Act or Employee Compensation Act, whichever is applicable, Bonus, CLR&A Act, Minimum Wages Act and State Acts including State Shops and Commercial Establishments Act, He will provide weekly off, leave, National Holidays, Bonus to all persons as per applicable Act who will be deployed at NDS and ensure that no person will work for more than 8 hours in a day. He will ensure that he shall pay wages, statutory benefits as per applicable labour laws.

- d. Before engaging/deploying 20 or more persons on any day at NDS premises during tenure of the contract, the contractor 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 contractor shall continue to have/maintain valid license under the Act/Central Rules. The contractor must display conspicuously various Notices as required under CL R&A Act 1970 in the work premises.

The contractor must maintain first aid facility for workers, issue employment card, monthly wage slips before payment of wages, pay equal wages to men and women under Equal Remuneration Act, submit the prescribed Form for commencement of work to Licensing Authority, submit yearly and ONLINE returns on Shram Suvidha Portal, ensure wage payment only by bank transfer on or before 7<sup>th</sup> day of following month, the NDS representative must sign the wages register, the contractor should display notices at work place on wages and wage period as per provisions of the Contract Labour (Regulation and Abolition) Act & Central Rules. The contractor shall maintain all statutory registers required under provisions of CLR&A Act & other applicable labour laws. The Manager/Authorized Representative of the contractor shall ensure his presence during inspection by the Labour Inspector at NDS. The contractor will provide identity card, wages slip to workers on time.

- e. The contractor shall ensure that payment of wages to the contract workers should not be less than the minimum wages as declared under Construction & maintenance of building operations employment by the Central or State Govt., from time to time.

The contractor has to obtain signature of NDS 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 latest revised minimum wages by Cheque OR by bank transfer"*.

**The wage payment procedure to workers:** the contractor shall follow process as mentioned below for disbursement of wages and deposition of legal contribution as per provisions of the applicable Acts:

- (i) Minimum Wages : Employment : Construction or Maintenance of roads, runways or in building operations including laying down underground electric, wireless, radio television, telephone, telegraph, overseas communication cables
- (ii) Monthly Minimum Wages : Rates: Monthly Minimum Wages (Basic + DA) applicable as per Central Govt. and State Govt. notifications, whichever is higher to be considered (Daily wages x 26 days). Wages to the workers shall be paid on monthly basis.

The payment of wages to workers shall not be less than the minimum wages as fixed or revised from time to time by the office of Labour Commissioner-Central;

- (iii) E.P.F., E.S.I.C or Employee Compensation Policy, (which ever is applicable) & Medical Insurance : E.P.F. contribution (& ESIC contribution for locations other than NEW DELHI District, NEW DELHI) for workers shall have to be deposited by the contractor to the concerned authority on time & submit copies of challan of same to NDS along with monthly bill of following month. The successful bidder must take Employee Compensation Policy if the persons deployed at delhi District, in lieu of ESIC as the NDS delhi location is out of coverage of ESIC facilities.

As per guidelines issued vide order no: 40-3/2020-DM-1 (A) dated 15/04/2020 by Union Home Secretary, GOI, taking medical insurance policy for workers is mandatory. As such, the contractor should also take medical insurance @ Rs.50,000/- sum insured per worker for all workers deployed at NDS

The contractor shall also give sick leave, casual leave and maternity leave to female workers, if any, deployed at NDS, as per the provisions of State Shops & Establishment Act.

- f. The contractor shall also comply with all other statutory provisions of various labour laws including ESI Act or Employee Compensation Policy, whichever is applicable, EPF Act, Payment of wages Act, State Shops and Establishment Act, Payment of Bonus Act.

**2. The bidder shall provide copies of VALID documents as under:**

- (A) At the time of submission of bid: The contractor shall furnish copies of the following documents at the time submission of bids. Failure to furnish/submit any of the document (s)/details may entail rejection of their bid :
- viii. Registration of incorporation as Firm /Proprietary/Company/ Partnership/ Society/ etc. under applicable Act
  - ix. Registration under the State Shops and Establishment Act. (The same may be submitted within 15 days from the date of issuance of work order, if not submitted with the bid).
  - x. GST Registration

- xi. Registration under ESIC. If the work place is in NEW DELHI district, and NEW DELHI
- xii. is not covered under ESIC, the successful contractor shall also take Employee Compensation Policy in lieu of ESIC.
- xiii. Registration under EPF
- xiv. LIN (Labour Identification Number from Shram Shuvida portal). The bidder should provide a copy of registration & not only number
- xv. Registration under Income Tax

(B) At the time of acceptance of the contract: the successful bidder shall provide to NDS, documents /copies of following documents within 7 working days' time from the date of acceptance of contract:

- i. Employees Compensation Policy for all persons deployed, if the work place is in NEW DELHI District.
- ii. Medical Insurance Policy for all persons deployed.
- iii. Copies of Aadhar card

In addition to above, the Contractor should provide the required details/documents to NDS delhi (office) as and when asked for.

### **3. Statutory Registers and Notice Display:**

The successful bidder must maintain all prescribed registers at the workplace including Muster roll, Register of Wages, Register of overtime, Register of fine, 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 conspicuously display Notices at workplace with latest minimum wages and abstracts of the various Acts as per provisions of the applicable Acts for verification by the Inspector from the office of Labour Commissioner-Central, under CLR&A Act. The contractor must maintain record of such notices and provide a copy to NDS (office) for record.

### **4. EPF Contribution:**

EPF Contribution as per EPF Act (amended from time to time) shall have to be deposited by the contractor to the concerned authority on time. Copies of EPF Challans along with the list of workers for whom such contribution has been deposited in the previous month shall have to be submitted to NDS, delhi alongwith monthly bill of following month. Non maintenance or non-production of record to NDS, whenever asked for, may warrant withholding of payment till the time matter is settled to NDS satisfaction. The contractor shall submit a statement giving the details of contribution deposited to 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 NDS for records.

### **5. Employee Compensation Policy/ Medical Insurance policy & legal obligations:**

**5.1 ECP & MIP:** As per guidelines issued vide order no: 40-3/ 2020-DM-1 (A) dated 15/04/2020 by Union Home Secretary, GOI, taking medical insurance for workers is mandatory. As such, the contractor will take **Medical Insurance Policy @ Rs.50,000/-sum insured per worker for all workers deployed at NDS**

(in case, if the location of the work is in delhi District, and at present, the ESIC coverage is not available at delhi, the contractor shall also have to take Employee Compensation Policy for all security personnel deployed at DELHI)

- 5.1 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 contractor themselves and NDS shall not be responsible in any manner directly or indirectly. Any statutory obligation as may be required by the Government should be fulfilled by the contractor on their part. The contractor shall be responsible for compliance of all statutory labour Acts and its rules amended from time to time.
- 5.2 All statutory & legal requirements of Govt of India/State Govt. in respect of manpower deployed by the contractor shall be fulfilled by the contractor themselves and NDS shall not be responsible in any manner directly or indirectly. The contractor shall indemnify and keep indemnified NDS from any claims, loss or damages that may be caused to NDS on account of the contractor's failure to comply with their obligations under the various laws towards their staff/employees deployed by them or any loss or damage to NDS caused due to acts/omissions of the contractor.
- 5.3 The contractor shall indemnify NDS against all damages/charges and expenses for which NDS may be held liable to pay on account of negligence of the contractor or their servants or any person under their control whether in respect of accident, injury to the person or damages to the property of any member of public or any person or in executing the work or otherwise and against all claims and demand thereof.

\* \* \*

TECHNICAL SPECIFICATIONS

Item no.	Item Description	Qty	Unit
1	Providing and carrying out road repair work including cleaning of the existing road surface, removing dust, loose soil and debris, applying tack coat with bituminous emulsion @ 0.05 kg per sqm, supplying and laying machine mixed Bituminous Concrete (BC) prepared in hot mix plant, laid by paver finisher, consisting of 40 mm thick BC layer followed by 20 mm thick BC layer, total two layers, including rolling with 8-10 ton road rollers, proper compaction, finishing to required line, level and camber, complete in all respects as per specifications and directions of the Engineer-in-Charge. Note:-All pot hole cleaned and filling with 40mm stone grit.	10896	SQM

## **SECTION V – FORM OF BID CONTENTS**

<b>SL. NO.</b>	<b>DESCRIPTION</b>
1.	Form of bid
2.	Appendix - I -Important conditions of contract
3.	Appendix II - Technical deviation statement form
4.	Appendix III - Bidding term deviation statement form

The Appendices (I to IV) of Form of Bid is a part of the bid. Bidders are required to fill up all the blank spaces in this Form of Bid and Appendices.

## FORM OF BID

(Bidders are requested to upload the FORM OF BID as per the format given in this section, filling all the blank Spaces)

**Bid Reference No.**

**Description of Works** :

To,  
National Dairy services  
NDS HOUSE OPP KAMAL CINEMA SAFDARJUNG ENCLAVE DELHI INDIA -  
11029

Dear Sirs,

**1.0** Having examined the Drawings, Terms & Conditions of Contract, Technical Specifications and Schedule of Quantities for the execution of above mentioned works, we, the undersigned offer to execute, complete and maintain the whole of the said works in conformity with the said Drawings, Terms & Conditions of Contract, Technical Specifications and Schedule of quantities for the sum of **Rs.**

\_\_\_\_\_ in \_\_\_\_\_ words  
**Rs.** \_\_\_\_\_

\_\_\_\_\_ ) or such other sum as may be ascertained in accordance with the said conditions.

**2.0** We undertake, if our bid is accepted, to commence the Works **immediately** of receipt of the Letter of Acceptance, and to complete and deliver the whole of the above said works comprised in the Contract **within ( ) months** calculated from the last day of the aforesaid period in which the Works are to be commenced.

**3.0** If our bid is accepted, we will furnish a performance security in the form of a bank guarantee (to be approved by you) / Demand draft, to be jointly and severally bound with us in **amount of 5%** of the above named sum in accordance with the Conditions of Contract.

**4.0** We agree to abide by this bid for the period of **120 days** from the date of bid opening as prescribed in **clause 10** of the Instruction to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

**5.0** Unless and until an Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.

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

**Date** \_\_\_\_\_

**Signature of bidder with seal**

**Place** \_\_\_\_\_

**Witnesses:**

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

## APPENDIX - I

### Important Conditions of Contract

SL. No.	Description	Remarks
1.	Amount of Performance Security	<b>5 (Five)</b> percent of Total contract value
2.	Minimum amount of Third Party Insurance	<b>Such insurance shall be for a minimum amount of Rs.1,00,000/- per occurrence and three number of occurrences shall be considered</b>
4.	Period for Commencement, from the Date of Letter of Acceptance	<b>10 Days</b>
5.	Time for Completion	<b>2 (Two) Months for overall completion</b>
6.	Rate of Liquidated Damages	<b>0.5 (Zero point five)</b> percent per week of total contract value
7.	Maximum Limit of Liquidated Damages	<b>10 (Ten)</b> percent of total contract value
8.	Rate of Bonus	<b>NOT APPLICABLE</b>
9.	Period of Maintenance (Defects Liability Period)	<b>12 (Twelve)</b> Months
10.	Percentage Recovery of Retention	<b>5 (Five)</b> percent
11.	Maximum limit of Retention money	<b>5 (Five )</b> percent
12.	Maximum amount of Secured Advance	<b>Not Applicable</b>
13.	Maximum amount of Mobilisation Advance	<b>Not Applicable</b>
14.	Time within which the payment would be made after submission of measurement / bill	<b>30 (Thirty) days</b>
15.	Price Variation	<b>Not Applicable</b>

Date: .....

Signature of Bidders with Seal

Place: -----

**APPENDIX II**  
**DEVIATION STATEMENT FORMS**  
**TECHNICAL DEVIATION STATEMENT**  
**FORM PART-A**

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

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

**APPENDIX III**

**DEVIATION STATEMENT FORMS**

**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:

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

**SECTION VI- ACCEPTABLE FORM OF BANK GUARANTEES**

**1.0 Form of Bank Guarantee for Performance Security (On 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 \_\_\_\_\_)by (Name and the address of the Bank), hereinafter 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,(hereinafter referred to as the NDS which expression shall unless repugnant to the context AND meaning thereof include its legal representative, successors or assignees.

Whereas NDS/its clients has awarded a contract bearing no.\_\_\_\_  
\_\_\_\_\_dated\_\_\_\_\_ on M/s. \_\_\_\_\_  
\_\_\_\_\_(name and the address of the party), hereinafter referred to as the Contractor, for the execution, completion and the maintenance of \_\_\_\_\_.

And whereas, the Contractor has agreed to submit a performance security in the form of a bank guarantee to the NDS as per the terms and conditions of the bidding documents and the Contract which will be kept valid up to \_\_\_\_\_calendar months from the date of bank guarantee ( the period should be till end of Period of Maintenance). And whereas, the bank and its duly constituted agent and officer has already read and understood the Contract made between the NDS and the Contractor.

In consideration of the NDS having agreed to award the Contract on the Contractor, we \_\_\_\_\_(the name of bank), do hereby guarantee, undertake, promise and agree to with the NDS its legal representatives, successors and assignees that the within named (the name of the Contractor) their legal representatives and assignees will faithfully perform and fulfil everything within the bidding document and the Contract 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 hereunder and we further undertake and guarantee to make payment to the NDS a sum of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only) without any demur, in case the Contractor, their legal representatives and assignees do not faithfully perform and fulfil everything within the bidding document and the Contract order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not wilfully and promptly do all obligations hereunder.

In case, the Contractor fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the NDS is entitled to demand an amount equal to

Rs. ----- from the Contractor and the demand made by the NDS itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfil his obligations under the Contract and neither the 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, (the name of the Bank), do hereby undertake to pay an amount equal to Rs. \_\_\_\_\_, being the amount due and payable under this guarantee, without any demur, merely on a demand from the NDS which has to be served on us before the expire 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 Contractor or by the reason of the Contractor's failure to perform the said contractual commitments , 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, (the name of bank), further agree that the performance security herein contained shall remain in full force and effect for a period of \_\_\_\_\_ calendar months from the date of the bank guarantee ( the period shall be till the end of Period of Maintenance) and till the NDS certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee, unless a demand or a claim under this guarantee is made on us in writing by the NDS on or before \_\_\_\_\_ we shall be discharged from all liabilities under this performance security thereafter.

We, (the name of bank), further agree with the NDS that the NDS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and the conditions of said bidding document and the Contract or to extend the time of performance by the said Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the NDS against the Contractor and to forebear or enforce any of the terms and conditions relating to the said bidding document and the Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor, or for any forbearance, act or omission on the part of the NDS to the said 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 NDS may have or hereafter possess in respect of the works executed or intended to be executed and the NDS shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the NDS may be entitled to receive or have a claim upon and the NDS 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 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 effects 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 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 NDS in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_.)only.

Notwithstanding anything stated hereinbefore: (i) our liability under this guarantee is restricted to Rs. \_\_\_\_\_(ii) the 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 NDS serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

SIGNATURE

PLACE

BANK SEAL

DATE

BANK CODE NO.

**NOTE:**

- 1: The contractor should ensure that the seal and the code no. of the signatory are put by the bankers, before submission of the bank guarantees.
- 2: **The value of stamp duty should be minimum Rs. 100 or as per the latest stamp act of local State Government from where the Bank Guarantee is issued.**
- 3: Bank should confirm the bank guarantee through “Structured Financial only upon receipt of confirmation in either one of the mode as prescribed above.

**2.0 Form of Bank Guarantee for Retention Money (on Non-judicial Stamp Paper of Rs. 100 minimum or as per stamp act of local state Govt.)**

Bank Guarantee no.

Date:

This deed of guarantee made this \_\_\_\_\_day of \_\_\_\_\_(two thousand \_\_\_\_\_) by \_\_\_\_\_(Name and the address of the Bank), hereinafter referred to as "the Bank", which express where the context and the meaning so require, include its legal representatives, successors and assignees of the bank and National Dairy Development Board, (hereinafter referred to as the NDS) which expression shall unless repugnant to the context and the meaning thereof include its legal representative, successors and assignees.

WHEREAS the NDS has placed its Contract order bearing no. \_\_\_\_\_dated \_\_\_\_\_on (name and address of the party) hereinafter called the Contractor, for the construction of \_\_\_\_\_

AND WHEREAS the NDS has agreed to pay to the Contractor the retention money i.e. **5% of the value of the Contract** on submission of a Bank guarantee of equal amount, which will be kept valid up to \_\_\_\_\_.

In consideration of the NDS having agreed to pay to the Contractor Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only) being the retention money we (the Bank), hereby undertake and guarantee to make repayment to the NDS of the said amount without any demur or any part thereof which does not become payable to the Contractor by the NDS in accordance with and subject to the terms and conditions of the said Contract. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the NDS in writing and this guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only).

The Bank shall not be discharged or released from this guarantee by any arrangement between the Contractor 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 Contractor and the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the NDS. We (name of bank) do hereby undertake to pay an amount equal to Rs. \_\_\_\_\_being the amount due and payable under this guarantee without any demur, merely on a demand from the NDS stating that the amount claimed is due to the NDS. In case, the NDS puts-forth a demand in writing on the bank for the payment of amount in full or in the part against this bank guarantee, the bank shall consider that such demand by itself is conclusive evidence and proof that the contractor has failed in compliance with the terms and conditions stipulated by NDS in the contract and payment shall be made to NDS without raising any

dispute regarding the reasons for any such lapse/ failure on the part of the contractor.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the NDS may have or hereinafter possess in respect of the works executed or intended to be executed and the NDS shall be under no obligation to marshal in favour of the bank any such securities or funds or assets that the NDS may be entitled to receive or have a claim upon and the NDS 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 NDS on NDS's 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 said Bank.

We, \_\_\_\_\_, undertake to renew the bank guarantee provided the request for renewal is made by the contractor before the expiry of bank guarantee.

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 guarantor be entitled to claim and enforce.

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

Place

Signature

Date

Bank Seal

Bank Code no.

**Note:**

1: Contractor should ensure that the seal and code no. of signatory is put by the Bankers, before submission of the Bank guarantees.

2: The value of stamp duty should be minimum Rs. 100 or as per latest stamp act of Local State Government from where the Bank Guarantee is 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 NDS only upon receipt of confirmation in either one of the mode as prescribed above.