

**TENDER DOCUMENT**

**FOR**

**PROVIDING AND CARRYING OUT SECURITY  
SERVICES AT CENTRAL CATTLE BREEDING  
FARM, ANDESHNAGAR LAKHIMPUR**

IFB Ref: NDS/ALM/CCBFAN/SECURITY/JUNE/01

**NDDB DAIRY SERVICES, NEW DELHI**

## **POINTS BIDDERS SHOULD BEAR IN MIND**

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

## **CHECK LIST**

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

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

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

NDDB

BIDDER

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**SECTION – I INVITATION FOR BIDS**

**Alamadhi Semen Station  
(A unit of NDDB Dairy Services)  
Uppapalayam Road, Edapalayam PO,  
Red Hills, Chennai  
Tamil Nadu-600 052**

**Website: <https://alamadhisemenstation.com/> Email:  
[purchase@nddbdairyservices.com](mailto:purchase@nddbdairyservices.com)**

**INVITATION FOR BIDS (IFB)  
LOCAL COMPETITIVE BIDDING (LCB)**

**INVITATION FOR BIDS (IFB)  
Local Competitive Bidding (LCB)**

The NDDB DAIRY SERVICES, invites from reputed eligible bidders for the following work:-

**Tender Ref: NDS/ALM/CCBFAN/SECURITY/JUNE/01**

<b>Sl #</b>	<b>BID REF.</b>	<b>Description</b>	<b>Estimated Cost/ E.M.D. Amount (In Rs.)</b>	<b>Event Start Date End Date</b>	<b>Last date &amp; time Submission &amp; opening of Bids</b>	<b>Tenure of the contract</b>
<b>1</b>	<b>NDS/ALM/CCBFAN/SECURITY/JUNE/01</b>	PROVIDING AND CARRYING OUT SECURITY SERVICES AT CCBF ANDESHNAGAR	<b>Estimated Cost:</b> Rs.51.84 Lakh including GST  <b>EMD</b> Rs. 51000 (In the form of <b>Demand Draft, NEFT/RTGS</b> in favor of <b>Alamadhi Semen Station NDDB DS</b>	<u>20.06.2024</u> to <u>10.07.2024</u>	10.07.2024 Receipt up to 15:00 Hrs. Opening of Technical Bids at 15:30 Hrs. on 10.07.2024	12 months  From 01.08.2024 to 31.07.2025

For further details or for downloading the bid documents, please visit website [www.alamadhisemenstation.com](http://www.alamadhisemenstation.com) or contact Purchase Department NDDB Dairy services (Email – [purchase@nddbdairyservices.com](mailto:purchase@nddbdairyservices.com)) on any working day. Bidders must submit their bid in hard copies only

**1.0 DESCRIPTION OF WORKS:** NDDB Dairy Services managing CCBF Andeshnagar through its own alamadhi Semen station alamadhi Tamil Nadu invites bids from eligible bidders for completion of the following works:

Security Services at CCBF Andeshnagar.

**ADDITIONAL INFORMATION:** Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of the ALM, at the address given below or visit ALM's web site given below:

ALAMADHI Semen Station,  
Edapalayam PO, Red Hills, Alamadhi, Chennai -600052 (Tamil Nadu)  
Website: [www.alamadhisemenstation.com](http://www.alamadhisemenstation.com)

**2.0 REQUEST FOR BIDDING DOCUMENT:**

Direct download from Alamadhi Semen Station website

- (a) The bid documents will be available at Alamadi Semen Station website )
- (b) 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 Alamadhi shall be free to take suitable action as deemed necessary.

**3.0 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 last **THREE YEARS** at time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence.
- b) The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies Act, GST, the building & other construction workers' welfare cess act, Employee State Insurance, Contract Labour, Provident fund etc.
- c) The Bidder's Financial Turnover in the same name and style in each of the last three financial years ending **31st March (i.e. FY 2021-2022, 2022-2023, 2023-4)** 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 two financial years out of the last five financial years.**
- f) The Bidder in the same name and style shall have successfully executed /completed contracts of similar nature of works During the last 3 years ending last day of the month previous to the month in which bid is opened, either of the following: -
- I) One Contract / Work of similar nature costing not less than 80% of estimated cost of the Container.
- OR
- II) Two Contracts / Works of similar nature each costing not less than 50% of estimated cost of the Container.
- OR
- III) Three Contracts / Works of similar nature each costing not less than 40% of estimated cost of the Container.

**Note:**

- 1) Estimated cost for eligibility criteria shall be considered as **Rs. 51.84 Lakhs.**
- 2) 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.

- g) In addition to the above, the following information/documents should also be submitted along with the bid by the bidder for evaluation/determination of their eligibility:
- I. Copy of Income Tax Returns for **three** previous financial year.
- 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 three financial years
- h) Even though the bidder meet the specified criteria, it may be disqualified if it has:
- I. Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification

- II. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.
- III. If the bidder is overbooked beyond his capacity to execute the work as per required schedules.

**4.0 BID DETAILS:** Detailed terms and conditions as well as the technical specifications for all the items of works as indicated in the invitation for bid are contained in one bidding document.

(a)	Bid reference	<b>NDS/ALM/CCBFAN/SECURITY/JUNE/01</b>
(b)	Price of bidding document (inclusive of GST)	: 0
(c)	Incidental charges (in land) in case documents are to be sent by courier/post	: NA
(d)	Event Start Date	20.06.2024
(e)	Event Close Date & time	10.07.2024
(f)	Last Date and time for bid submission	: 10.07.2024at 15:00 hrs.
(g)	Time and date of opening of bids Part I – Technical bid Part II – Price bid	: 10.07.2024at <b>15:30 hrs.</b>  : Shall be communicated later to all eligible bidders
(h)	Place of opening of bids	: Purchase Department NDDB Dairy Services, Near Kamal Cinema, Jhandu Singh marg Safdarjung Enclave New Delhi 110029
(i)	Address for communication	: Purchase Department NDDB Dairy Services, Near Kamal Cinema, Jhandu Singh marg Safdarjung Enclave New Delhi 110029 <a href="mailto:purchase@nddbdairyservices.com">purchase@nddbdairyservices.com</a> , <a href="mailto:samar.rehman@nddbdairyservices.com">samar.rehman@nddbdairyservices.com</a>
(j)	Estimated Cost of works	: Rs. <b>51.84 Lakh</b> (Rupees Fifty one Lakh Eighty Four Thousand One Hundred Fifty Lakhs only)
(k)	Time of completion	<b>1 August 2024 to 31 July 2025</b>
(l)	Amount of Bid Security	: Rs. <b>51000</b> (Rupees fifty One Thousand only)



(m)	Date and time for receipt of EMD. The EMD in original to be submitted to communication address as stated above in clause (i).	<b>10.07.2024 (up to 15:00 hrs.)</b>
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**5. PURCHASE OF BIDDING DOCUMENT IN PERSON: NA ( DIRECT DOWNLAOD FROM WEBSITE )**

**6 PURCHASE OF BIDDING DOCUMENT BY COURIER/POST :**  
NA

**7 EARNEST MONEY DEPOSIT (EMD):**

All bids must be accompanied by a Earnest Money Deposit (EMD) in the acceptable form as specified in the bidding document and must be delivered to the address of communication as stated above in **clause 4.0 (i)** on or before the last date and time of receipt of bids as given in **clause 4.0 (m)** above.

**8.0 PRE BID MEETING: (Not applicable for this work)**

**9.0 OPENING OF BIDS:** All the bidders should submit their bids in **Part I- Technical Bid** and **Part II-Price Bid**. The technical bid (Part I) shall contain all the details EXCEPT FOR THE PRICE. Only technical bids of those bidders whose Original EMD, in acceptable form, have reached the office of Alamadhi Semen Station as mentioned above in clause no. 4-Bid Details (m) of this Section shall be opened on the date and time specified above. The date and time of opening of Price Bid (Part II) shall be communicated later to all eligible bidders.

**10.0 BID VALIDITY:** The Bid shall remain valid for a period **of 120 days** from the date of bid opening as mentioned above.

**11.0 BID SECURITY VALIDITY:** The bid security accompanying the bid shall be valid till **27/12/2024**.

**12.0 RIGHTS RESERVED BY ALAMADHI Semen Station:** The ALAMADHI Semen Station at its sole discretion & without assigning any reason thereof reserves the right to accept and / or reject any or all the bids.

Issued by (  
NDDDB DAIRY SERVICES

## SECTION II. INSTRUCTIONS TO BIDDERS

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## **SECTION II. INSTRUCTIONS TO BIDDERS**

### **A. INTRODUCTION**

#### **1. Source of Funds**

Alamadhi Semen Station has arranged the funds under Rashtriya Gokul Mission (RGM )

#### **2. Eligible Bidders**

This invitation for bid is open to all bidders from all eligible sources.

#### **3. Eligible Goods and Services**

3.1 All goods and services to be supplied under this Contract shall have their origin in eligible source and all expenditures made under the Contract will be limited to such goods and services.

3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

#### **4. Cost of Bidding**

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Alamadhi Semen Station hereinafter referred to as "the Purchaser", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. THE BIDDING DOCUMENTS**

#### **5. Content of Bidding Documents**

5.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- (a) Instructions to Bidders;
- (b) General Conditions of Contract;
- (c) Special Conditions of Contract;
- (d) Technical Specifications;
- (e) Schedule of Requirements;
- (f) Bid Form and Price Schedules;
- (g) Bid Security Form;

- (h) Contract Form;
- (i) Performance Security Form
- (j) Technical and commercial deviation statement forms

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. Clarification of Bidding Documents**

- 6.1 A prospective bidder requiring any clarification of the bidding documents may notify the Alamadhi in writing at the address of communication indicated in the Invitation for bid. The Alamadhi will respond in writing to any request for the clarification which is required earlier than **10 days prior** to the dead line for the submission of the bids. Written copies of the response of the NDDB DS (including a description of the enquiry without identifying its source) will be sent to all prospective bidders who purchased the bidding documents.

## **7. Amendment of Bidding Documents**

- 7.1 At any time prior to the deadline for the submission of bids, the Alamadhi 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.
- 7.2 The amendment will be sent in writing to all prospective bidders who have purchased the bidding documents and will be binding upon them. The amendment will also be notified separately as Corrigendum for the respective bidding document on the Alamadhi website. Prospective bidders shall promptly acknowledge receipt thereof in writing to the Alamadhi. However, the late receipt of the amendments by the prospective bidder due to postal delays shall not bind the Alamadhi to extend the deadline for the submission of the bids. The amendment will be attached to the bidding document sold subsequently.
- 7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

## **C. PREPARATION OF BIDS**

### **8. Language of Bid**

- 8.1 The bid prepared by the bidder and all correspondence & documents relating to the bid exchanged by the bidder and shall be written in the **English language**. Supporting documents and the printed literature furnished by the bidder with the bid may be in another language provided if required an English translation of the same is provided. For the purpose of the interpretation of the bid, the **English language** shall prevail.

## **9. Documents comprising the bid**

9.1.1 The Bid prepared by the Bidder shall comprise the following components - documents:

- a) A complete description of the Goods and Services the Bidder intends to supply and a price schedule completed in accordance with clause nos. 10, 11 and 12; and
- b) Earnest Money Deposit or the bid security in accordance with Clause 15.0.
- c) Documentary evidence establishing bidder's eligibility and qualifications in accordance with Clause 13.0 and
- d) Documentary evidence establishing eligibility and conformity of goods and services in accordance with Clause 14.0
- e) A price schedule completed in accordance with clause nos. 10, 11 and 12.

9.1.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

- a. That, in the case of a Bidder offering to supply Goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Goods manufacturer or producer to supply the goods in the Purchaser's country (original equipment manufacturer certificate).
- b. That the Bidder has the financial, technical and production capability necessary to perform the contract.

9.1.3 That, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if successful) represented by an agent in the purchaser's country equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed by the conditions of the Contract and/or Technical Specifications.

9.1.4 Even though the applicants meet the above criteria, they are subject to be disqualified if they have:

- Made untrue or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and or,
- Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, or financial failures etc.

9.1.5 Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidders capabilities and capacity to execute the contract satisfactorily before deciding on award.

9.1.6 Documentary evidence established in accordance with Clause 3 that the Goods and ancillary Services to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents:

- a. The documentary evidence of the Goods and Services' eligibility shall consist of a statement in the Price Schedule on the country of origin of the Goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- b. The documentary evidence of the Goods' and Services' conformity to the Bidding documents may be in the form of literature, drawings and data, and shall furnish:
  - I. A detailed description of the goods essential technical and performance characteristics.
  - II. A list giving full particulars, including available sources of all spare parts, special tools, etc. Necessary for the proper and continuing functioning of the Goods for a period of two years, following commencement of use by the Purchaser, and
  - III. A clause-by-clause commentary on the Purchaser's Technical specifications demonstrating the Goods' and Services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications in the format furnished in section XI (A).
  - IV. Any exceptions the Bidder wishes to take to the delivery schedule given in the Schedule of Requirements, the payment schedule or any other aspect of the General or Special Conditions of Contract, including a justification for the exception in the format furnished in section XI (B).

## **10 Bid Form**

10.1 The Bidder shall complete the Bid Form furnished in the Bidding Documents. Also the details of the goods to be supplied and their country of origin may be submitted separately.

10.2 All pages of the bidding documents shall be signed & stamped by person(s) duly authorized, to bind the bidder to the Contract. Proof of authorization shall be in the form of a written power of attorney which shall accompany the bid. All pages of the bid documents, where entries and amendments had been made, shall additionally be initialed by the person(s) signing the bids.

## **11 Bid Prices**

11.1 The Bidder shall fill in rates and prices for all items of works described in the schedules of quantities in the Price bid. 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 taken into account for evaluation and comparison and will not be considered for award. The item wise quoted price should be **inclusive of applicable GST.**

**The item wise price of goods/services to be entered in the price bid shall be on FOR site basis inclusive of applicable GST. The item wise price shall include the charges for packing and forwarding, transportation, transit insurance, levies, cess and all other local costs incidental to delivery of goods/services to their final destination and safe custody at site.**

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

- i. The item wise price of goods to be supplied 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, levies, cess and all other local costs incidental to delivery of the goods to their final destination & safe custody at site.
- ii. The item wise price of installation, testing and commissioning as described in the technical specifications and in accordance with Special Conditions of Contract with regard to erection, testing and putting the equipment into satisfactory operation including successful completion of performance and guarantee tests to be performed at the final destination by the bidder should be indicated and shall be **inclusive of applicable GST**. The price shall be inclusive of cess and levies.
- iii. **A statement indicating HSN/ SAC codes considered for items for supply and installation works, as per format given in Annexure – A (Section VI) shall be submitted along with the Technical bid. Bidder shall be responsible for selection of appropriate HSN/ SAC code and applicable GST thereon for the items quoted by them**

11.3 The Bidder's separation of price components in accordance with Para. 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

**11.4 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 pursuant to Clause 24.

**11.5 Price Break-up**

Bidders shall furnish the price separately 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 purchaser when supplied/executed and shall be deemed covered by the other break-up prices. However for evaluation purpose, prices quoted as indicated in Para 11.2 above only will be considered.

11.6 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 purchaser shall not bear any tax liability whatsoever irrespective of the mode of contracting.



## **12 Bid Currencies**

12.1 For all goods and services covered in this Bidding Document, prices shall be quoted in **Indian Rupees only**.

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

13.1 Pursuant to Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid is eligible to bid as defined under Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods. The bid shall include Manufacturers' Authorization Form in their letterhead. Offers from other agencies, brokers and middlemen will not be accepted.
- b) That the Bidder has the financial, technical and production capability necessary to perform the Contract and meet the minimum qualifying criteria specified in the Invitation for Bids. To this end, all bids submitted shall include the following information:
  - I. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.
  - II. Details of experience and past performance of the bidder on the contracts similar nature within the last 5 years and details of current contracts in hand and other commitments.
    - a. The Bidder should be a manufacturer/authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the Schedule of Requirements which shall be in successful operation for at least two years as on the date of bid opening.
    - b. Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the equipment as specified above.
  - III. The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and commercial) for manufacture and supply, installation and commissioning of the required equipment within the specified time of completion, after meeting all their current commitments.

- IV. The bidder should confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
- V. Major items of plant and equipment available/ installed in the Bidder's factory premises;
- VI. Qualification and experience of key personnel for successful execution of the contract;
- VII. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report of the past three years, bankers certificates etc;
- VIII. Information regarding any current litigation in which the Bidder is involved.

13.4 Bidders who meet the criteria given above at 13.2 and 13.3 are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion or financial failure etc.

#### **14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- 14.1 Pursuant to Clause 9.1 the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.
- 14.2 The documentary evidence of the goods'and services' eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of the goods' and services' conformity to the Bidding Documents may be in the form of literature, drawing and data, and shall furnish:
  - a. A detailed description of the goods' essential technical and performance characteristics.
  - b. A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc. necessary for the proper and continuous functioning of the goods for a period of two years, following commencement of the goods' use by the Purchaser; and
  - c. A statement of deviations and exceptions to the provisions of the technical specification in the format furnished in the bidding document (Section XI (A)-Technical Deviation Statement Form) and a clause by clause commentary on the deviations demonstrating the goods' and services' substantial responsiveness to the purchaser's specifications despite the deviations.

14.4 Pursuant to Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

## **15 Bid Security (Earnest Money Deposit)**

15.1 Pursuant to Clause 9.0 the Bidder shall furnish, as part of its bid, bid security as specified in the Schedule of Requirements.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Clause 15.7.

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

- a) A bank guarantee issued by a Nationalized Indian bank or a foreign bank having branches in India, in the form provided in the Bidding Documents and **valid up to 27.12.2024.**
- b) A Demand Draft/ Bankers Cheque issued by a Nationalized Bank/Schedule Bank / Foreign Bank having branches in India, drawn in favor of **“NDDB DS ALAMADHI SS”** payable at **Redhills.**

### **The bid shall not be considered if the valid EMD is not available at the time of opening of Technical Bid.**

15.4 Any bid not accompany with bid security in accordance with paras. 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, pursuant to Clause 24.

15.5 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 bid validity prescribed by the Purchaser, pursuant to Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidders executing the Contract, pursuant to Clause 33, and furnishing the performance security, pursuant to Clause 34.

15.7 The bid security may be forfeited:

- a) If a Bidder withdraws or modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b) In the case of these successful Bidder, if the Bidder fails:
  - I. To sign the Contract in accordance with Clause 33; or
  - II. To furnish performance security in accordance with Clause 34.

## 16. **Period of Validity of Bids**

- 16.1 Bids shall remain valid for **120 days** after the date of bid opening prescribed by the Purchaser, pursuant to Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstance, the Purchaser may prior to the expiry of initial validity period solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

## 17 **Format and Signing of Bid**

- 17.1 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.
- 17.2 Any correction made in the uploaded bid document should be signed by authorized signature.

## **D. SUBMISSION OF BIDS**

### **18 Sealing and Marking of Bids**

- 18.1 The bidder shall submit the bid in three envelopes. The first envelope shall contain only the bid security & Tender Fees with **"BID SECURITY" & "TENDER FEES"** clearly marked on the envelope whereas the second envelope shall contain the Technical Bid clearly marked on the envelope as **"TECHNICAL BID"**. The third envelope shall contain the Price Bid clearly marked on the envelope as **"PRICE BID"**. These three inner envelopes shall be put in a Fourth outer envelope. The bidder shall seal the bid in inner and outer envelopes, duly marking all the envelopes as "ORIGINAL" and mention of the Bid reference number and other details clearly on the envelope technical Bid (Part I) and the commercial bid/price bid (Part II).
- 18.2 The inner and the outer envelopes shall be addressed to the address as given in the address for communication in clause 4.0 (i) of Invitation for Bid and shall bear the following identifications:
- i) Name of the Contract-as stated in the **clause 1.0** of Invitation for Bid.
  - ii) Reference No. of the bid-as given in the Invitation for Bid.
  - iii) Words **"DO NOT OPEN BEFORE"** (Mention the date and time of opening of the bid as given in **clause 4.0 of Invitation for Bid**).

- 18.3 The inner envelope shall indicate the name and the address of the bidder to enable the bid to be returned unopened in case it is declared late or is otherwise unacceptable.

If the outer envelope is not sealed and as marked as instructed above, the NDS shall not assume any responsibility for the misplacement or premature opening of the bid submitted. The bids received in open condition shall be recorded as “received open” and may be considered, provided it is received before the specified date and time.

## **19 Deadline for Submission of Bids**

- 19.1 Bids must be received by the NDS at the address of communication on or before the date and time of submission as stated in **clause 4.0 in the Invitation for Bid**.
- 19.2 The NDDB DS may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **20 Late receipt of EMD**

- 20.1** Any EMD received by the Purchase after the deadline for submission of bid prescribed by the Purchaser, pursuant of Clause 19, will be rejected.

## **21 Modification and Withdrawal of Bids**

- 21.1 The Bidder cannot modify or withdraw its bid after the bid's submission.
- 21.2 No bid can be modified subsequent to the deadline for submission of bids.
- 21.3 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 bid security, pursuant to Clause 15.7.

## **E. BID OPENING AND EVALUATION**

### **22 Opening of Bids by Purchaser**

- 22.1** The NDDB DS will open the bids, including submissions made pursuant to **clause 21** in the presence of bidder's representatives who choose to attend, at the office of the Alamadhi Semen Station, Alamadhi in the address of the communication at the time and date stated in the **clause 4.0** in the Invitation for Bid. The bidder's representatives who are present shall sign a register evidencing their attendance.

**22.2** Bids for which an acceptable notice of withdrawal has been submitted pursuant to **clause 21.0** shall not be opened. The NDDB DS will examine the bids to determine whether they are complete, whether the requisite Earnest Money Deposit (EMD) have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

**22.3** At the bid opening the NDDB DS will announce the bidder's names, the bid prices, written notifications of bid modifications and withdrawals, if any, the presence of requisite bid security, and such other details as the NDDB DS may consider appropriate.

**22.4** The NDDB DS shall prepare, for its own records, the minutes of the bid opening, including the information disclosed to those present in accordance with **sub-clause 22.3**

## **23 Clarification of Bids**

23.1 To assist in the examination, evaluation and comparison of the bids the Purchaser may, at its discretion, ask the Bidders for a clarification of its bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

### **Note:**

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.

## **24 Preliminary Evaluation**

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

24.1.2 Where the bidder has quoted and the bid security furnished is inadequate, the bid will be treated as non-responsive.

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

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

- 24.2 Where the value of EMD submitted by the bidder is less than the specified amount, the technical bid will not be considered for evaluation.
- 24.3 Arithmetical errors – Not Applicable.
- 24.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsive to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which affects in any substantial way the functionality, scope, quality or performance of the deliveries or which limits in any substantial way inconsistent with the bidding documents, the Purchaser's rights or the bidder's obligations under the contract and the rectifications of which deviations would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 24.6 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.

## **25 Conversion to Single Currency**

- 25.1 All bid prices shall be in Indian Rupees only.

## **26 Evaluation and Comparison of Bids**

- 26.1 The NDDB DS will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 24 & 25. No bid will be considered if the complete requirement covered under the pack/item is not included in the bid. The unit price quoted should be after considering the discount, if any.
- 26.2 The evaluation and comparison of bids will be done on the basis of item wise quoted price inclusive of supply, installation, testing & commissioning **inclusive of applicable GST** as mentioned in price schedule & clause 11.2.

## **27 Contacting the Purchaser**

- 27.1 Subject to Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 27.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

## **F. AWARD OF CONTRACT**

### **28 Post Qualification**

- 28.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 28.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 13, as well as such other information as the Purchaser deems necessary and appropriate including details of experience and records of past performance.
- 28.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **29 Award Criteria**

- 29.1 Subject to clause 31, the NDDB DS will award the contract for each pack to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further the bidder is determined to be qualified to perform the contract satisfactorily as per clause 28.
- 29.2 Subject to Para 29.1, the will award one single contract or more than one contract to the successful bidder at NDDB DS's discretion.

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

- 30.1 The NDDB DS 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.

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

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

### **32 Notification of Award**

- 32.1 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.
- 32.2 The notification of award will constitute the formation of the Contract.



- 32.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 34, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 15.

### **33 SIGNING OF CONTRACT**

- 33.1 At the same time as the NDDB DS notifies the successful Bidder that its bid has been accepted, the Purchaser will request the Bidder to submit the Contract Form/s as provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 Within **30 days** of receipt of the Contract Form/Purchase Order, the successful Bidder shall sign and date the Contract/s and return it/them to the Purchaser.

### **34 PERFORMANCE SECURITY**

- 34.1 Within 30 days of the receipt of notification of award from the NDDB DS, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the NDDB DS.
- 34.2 **Failure of the successful Bidder to comply with the requirement of Clause 33 or Clause 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security**, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
- 34.3 If the bid of the successful bidder is seriously unbalanced in relation to the NDDB DS's estimate of the real cost of the work to be performed under the contract, the NDDB DS may require additional performance security to protect the NDDB DS 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 NDDB DS based on mutual discussions with the successful bidder. The additional performance security shall be valid until the delivery of such items or the NDDB DS may decide as. This security shall be released on a prorated basis with respect to completion of execution of those items against which the additional security is obtained.

### **35 IMPORT OF GOODS**

- 35.1 No import license shall be provided by the NDDB DS for goods offered against this bid.

**Section III**  
**STATUTORY & LEGAL CONDITIONS OF CONTRACT FOR**  
**PROVIDING SECURTIES SERVICES AT CCBF ANDESHNAGAR**

**1. Statutory / Legal requirements :**

it is mandatory for bidders to ensure compliance of all labour laws with the office of Chief Labour Commission (Central).

The compliance of following statutory provisions is compulsory for bidders.

**Statutory Compliance and Undertaking by contractor:**

- a. The contractor shall pay wages to the workers deployed by him on monthly basis in the presence of the authorized representative of NDDB DS as per provision of the Contract Labour (Regulation & Abolition) Act which will be verified by NDDB DS representative from time to time.
- 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, comparison has to be made between the wages declared by the Central Government and the State Government and the wages whichever are higher shall be paid to the personnel deployed.** At the time of revision in minimum wages by the Central Government, the contractor needs to send suitable proposal to the NDDB DS office for approval of revision in minimum wages attaching therewith copies of Central and State Government notifications and calculation of wages in approved Price-schedule. The contractor should provide Bonus and leave wages to workers on time, as received from the NDDB DS.
- c. The contractor shall provide the services at CCBF ANDESHNAGAR LAKHIMPUR UP as per the provisions of the applicable Acts in the State including State Shops and Commercial Establishments Act. He will provide weekly off, leave, National Holidays, wages of balance leave, Bonus to all persons 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 CCBF ANDESHNAGAR during tenure of the contract, the agency must obtain the license from Office of Labour Commissioner-Central under the Contract Labour (Regulation and Abolition) Act & Central Rules, 1970. During the currency of the contract, the agency shall continue to have/maintain valid license under the Act/Central Rules. The agency must display various Notices required under CLR&A Act, maintain first aid facility for workers, issue of employment card, monthly wage slips before

payment of wages, pay equal wages for men and women under Equal Remuneration Act, submit the prescribed Form for commencement of work to Licensing Authority, yearly and half yearly ONLINE returns on Shram Suvidha Portal, ensure wage payment only by bank transfer on or before 7<sup>th</sup> day of month, the NDDB DS representative must sign the wages register, display of notices at work place on wages and wages period as per provisions of the Contract Labour (Regulation and Abolition) Act & Central Rules. The agency shall maintain all statutory registers required under provisions of CLR&A Act & other applicable labour laws. The Manager/Authorized Representative of the agency shall ensure his presence during inspection by the Labour Inspector at work location.

- e. The contractor shall ensure that payment of wages to the contract workers should not less than the minimum wages declared under Construction & maintenance of building operations employment by the Central or State Govt from time to time. The contractor has to obtain signature of CCBF Andeshnagar/NDDB DS Representative (rule 73 of CLR&A Act Central Rules 1971) in the Wages Register, every month with a Certification as *“it is certified that wages to the workers have been paid on \_\_\_\_ (date) at the revised minimum wages by Cheque OR by bank transfer“*.
- f. The agency shall pay Bonus, leave wages and other dues, without delay and maintain its record.
- g. The agency shall also comply with all other statutory provisions of various labour laws including ESI Act, EPF Act, Payment of wages Act, Shops and Establishment Act, Payment of Bonus Act. All personnel deployed should be covered with valid insurance under Personal Accident Insurance Policy against accidents, which may result into personal injury or loss of life, within 7 days on acceptance of contract & provide copy of the Policy to NDDB DS office. In case of any breach of above provisions, this contract will be terminated without giving any notice.

**h. Manpower – Minimum wages category:**

<b>SN</b>	<b>Description</b>	<b>No. of personnel</b>	<b>Preferred age group</b>	<b>Minimum Height</b>	<b>Minimum Qualification</b>	<b>Minimum related experience</b>
1	Security Supervisor	03	35-58 years	1.66 mtr	Graduate	05 years
3	Security Guard	18	25-45 years	1.66 mtr	Intermediate	02 years
4	Security Guard with Horse	02	25-45 years	1.66 mtr	Intermediate	02 years

The bidder needs to provide total persons as above with sufficient numbers of their relievers required during weekly off, national holidays and leave of deputed persons.

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

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

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

- i. Registration of incorporation as Firm /Proprietary/Company/ Partnership/ Society/ etc. under applicable Act
- ii. Registration under the State Shops and Comm. Establishment Act.
- iii. Registration under the Private Security Agencies Regulation Act
- iv. GST Registration
- v. Registration under ESIC
- vi. Registration under EPF
- vii. Labour Identification Number (LIN)
- viii. Registration under Income Tax
- ix. Registration under Local Professional Tax
- x. Signed and sealed tender document on all pages by bidder.
- xi. List of present clients, numbers of personnel provided to them manpower category wise
- xii. Copies of contract award letters of a such clients where No. of personnel deployed are in line with Section II.1 (f) (name and mobile telephone number of contact persons of such units are also may provided with whom this information could be verified by us).
- xiii. Declaration: The track record of the Bidder should be clean and he should not have any involvement in any unlawful activity and fraud. The bidder should submit separate 'Declaration' in this regard (There is no specific format for this. It should be on bidder's letter head and with seal and signature).

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

- i. Personal Accident Insurance Policy for persons deployed.
- ii. Copies of Employees photo ID Card & employment letters issued to persons deployed.
- iii. Police Verification Certificate of all persons deployed (it should be fresh and should not be older than 6 months)
- iv. Copy of Aadhar Card or Election Photo Identity Card of all persons
- v. Copies of education/professional qualification certificate as may be applicable for deployed persons
- vi. Undertaking regarding statutory compliance in prescribed format by NDDB DS on non-judicial stamp paper of Rs.100/-

In addition to above, the Contractor/Agency needs to provide the required details/documents CCBF Andeshnagar as and when asked for.

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

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

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

#### **5. EPF & ESIC Contribution:**

EPF and ESIC Contribution as per EPF & ESIC Acts (amended from time to time) shall have to be deposited by the contractor to the concerned authority on time. List of workers and copies of Challans in this regard shall have to be submitted by the contractor with all monthly bills to CCBF Andeshnagar (office), for reference and as and when asked for. Non maintenance of record or non-production of record to NDDB DS whenever asked for, may warrant withholding of payment till the time, matter is settled to CCBF andeshnagar satisfaction. The contractor shall submit a statement giving the details of contribution deposited to EPFO & ESIC for the previous month with their bill.

EPF benefits reimbursement: As per guidelines given in Letter No. : CAIU/011(71)2016/ PMRPY/VOL.II/ 1854 dated 24/4/2018 from Employees Provident Fund organization (EPFO), Ministry of Labour, Govt. of India & Office Memorandum No. DGE-U-13015/01/2016-MP (G) dated 12/4/2018 related to Pradhan Mantri Rojgar

Pratsahan Yojana (PMRPY) the Government of India (GoI) will pay the full employer's contribution (EPF & EPS both) as admissible from time to time which is effective from 01.04.2018 for a period of three years to the new employees and to the existing beneficiaries under contract for their remaining period of three years through EPFO.

NDDB DS (office) shall pay EPF contribution (present rate 13.00%) to contractor which includes Employee Pension Scheme (EPS) @ 8.33% of wages and Employee Provident Fund (EPF) @ 3.67% of wages for depositing to EPFO for workers deployed (as applicable under the above said Yojana) to execute the work.

The contractor must comply with the provisions of above mentioned Office Memorandum and to reimburse the amount so claimed by from GoI to NDDB DS on monthly basis.

The contractor must provide (1) monthly report in form prescribed by NDDB DS on details of amount claimed from GoI under the PMRPY and amount to be reimbursed to CCBF Andeshnagar and (2) credit note in favour of CCBF Andeshnagar with the same amount every month with monthly bills to the Team Leader, CCBF Andeshnagar regularly.

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

## **6. Termination of contract:**

- 6.1 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.
- 6.2 NDDB DS 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 CCBF andeshnagar.
- 6.3 On termination of the contract, the Contractor must immediately, i.e., within 24 hours, withdraw its persons deployed and materials from the CCBF Andeshnagra premises. The Contractor shall have no right to claim any demurrage/compensation from NDDBDS/CCBF andeshnagar for the loss of job of its employees or whatsoever in as much as it is for the

Contractor to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Contractor.

- 6.4 Payment of final bill in this event will be released only if it is accompanied by the proof of the following:
- a. Having handed over the complete establishment including all materials and equipment of the owner or his authorized representative, in good condition.
  - b. Having vacated the CCBF Andeshnagar premises or any other premises that may have been allotted to him for discharge of the contractual obligation & proof on payment to respective government office on all statutory dues for workers.
- 6.5 The NDDB DS/CCBF andeshnagar shall have the right to ask of the removal of any person of the security agency, if one is not considered to be competent and orderly in the discharge of his duties.

## **7. Penalty:**

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

## **8. 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.

#### **9. 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.

#### **10. Period of contract**

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

#### **11. Contractor's subordinate staff and their conduct**

- 11.1 If and whenever any of the Contractor's employee shall in opinion of the NDDB DS/CCBF andeshnagar, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the concerned Officer of NDDB DS/CCBF Andeshnagar, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Contractor if so directed by NDDB DS/CCBF Andeshnagar, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be deployed in connection with the works without the written permission of the Competent Authority.
- 11.2 The Contractor shall be responsible for proper behaviour of all the staff, employed directly or indirectly by him.
- 11.3 All Contractors' personnel entering upon the CCBF Andeshnagar premises shall be properly identified by identity cards of a type acceptable to CCBF Andeshnagar which must be worn by them at all times during duty hours.
- 11.4 The Contractor will be required to submit details like photograph, name, father's name, address, contact number, educational qualifications and experience of the staff deployed by him at CCBF andeshnagar at the time of commencement of the contract. Any replacement of staff by the contractor should be immediately informed to CCBF Andeshnagar.
- 11.5 Smoking including chewing of Ghutkha, pan, masala etc, and drinking within the entire area of CCBF Andeshnagar premises is strictly prohibited. Violators of this rule shall be prosecuted as per law and discharged immediately.

#### **12. 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.

### **13. Payment of contractor's bill:**

The contractor shall raise the monthly bills in triplicate during first week of every month after successful completion of the works along with supporting documents and attendance report for the proof of actual manpower provided during the month. The supporting documents for the services rendered / manpower provided shall be duly certified by the dealing officer of DS/CCBF Andeshnagar

- 13.1 The party shall raise the bills in triplicate during first week of every month after successful completion of the works along with supporting documents and attendance report for the proof of minimum manpower provided during the month. The copy on minimum wages circular issued by office of Labour Commissioner-Central and other supporting documents for the services rendered / manpower provided shall be duly certified by the dealing officer of DS/CCBF Andeshnagar
- 13.2 Payments to the contractor shall be released only if it is accompanied by the proof of the following:
- a) Submission of report on satisfactory services rendered every day for each trade.
  - b) Submission of Certified Attendance Sheet for manpower provided.
  - c) Submission of Challan for depositing Provident Fund of individual employee for previous month.
  - d) Submission of the Receipt on monthly wages paid to the employees based on minimum wages as declared by the State / Central Govt. from time to time.
  - e) Submission of Challan for depositing service tax due for preceding month.
  - f) Payments of Security Deposit, Earnest Money Deposit to alamadhi Semen station NDDDB, DS
  - g) Submission of ESI challan for previous month
  - h) (i) monthly report in form prescribed by NDDDB on details of EPF amount claimed from GoI under the PMRPY and EPF amount to be reimbursed to NDDDB and (ii) Credit Note in favour of NDDDB with the same amount every month with monthly bills to the CCBF andeshnagar
- 13.3 All payments will be subject to deduction of Income Tax at source as per Income Tax Act and as per Income Tax Rule thereof applicable from time to time.

### **14. Non Statutory payments:**

14.1 **Management fees:** It has mentioned in the Price-schedule & should include the following:-

- a. Administrative expenses, operating expenses, indirect costs, travel costs including local conveyance, communication, stationery, two pairs of uniform and seasonal wear, shoes, safety gears, operational expenses, police verification etc.
- b. Indirect cost including obtaining and maintaining all the statutory licenses fees, statutory contribution, insurance premium, levies and incidental charges by the Central / State Government in connection with this contract.
- c. Disposal of garden waste (leaves, grass, weeds, twigs, branches, wooden logs, etc) outside the municipal limits.

14.2 Notwithstanding anything stated elsewhere in the Bidding Document, irrespective of mode of the contracting with the successful bidder, the successful bidder will be liable for the payment applicable taxes including Indian Income Tax, surcharge on Income Tax, GST and any other Corporate Tax, turnover tax etc. if attracted under the provisions of the law. The purchaser shall not bear any tax liability whatsoever irrespective of the mode of contracting.

14.3 In the event GST is applicable then the contractor should specify clearly GST percentage and amount separately.

14.4 Taxes, duties and levies: All taxes, duties, levies etc. imposed by the Central / State Government shall be borne by the Contractor during currency of contract.

## **15. Damage to property**

The Contractor shall be responsible for making good any loss or any damage made to the structures / properties / facilities inside the entire CCBF andeshnagar premises to the satisfaction of Officer Incharge.

If such loss or damage is found due to the negligence or willful act or omission of the contractor or his representatives / employees, the same shall be made good by the contractor as per the assessment of CCBF Andeshnagar

## **16. Arbitration**

16.1 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 DS at the time of dispute.

- 16.2 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.
- 16.3 It is a term of the contract that the cost of arbitration will be borne by both the parties.
- 16.4 The venue of the arbitration shall be New Delhi
- 16.5 Settlement of any disputes arising out of this agreement will be subject to Anand 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 DS or an officer designated by NDDB DS 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.

## **17. 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 New Delhi only.

## **18. Insurance policy & legal obligations:**

- 18.1 Successful Bidder/Contractor needs to take **Personal Accident Insurance policy** for the persons deployed, renew from time to time without delay during tenure of the contract & provide its copy of CCBF andeshnagar(office) immediate after renewal. He is 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. CCBF andeshnagar (office), 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 NDDB DS for any reasons whatsoever.

18.2 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 CCBF andeshnagar 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.

### **19. Records of Wages**

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

### **20. Maintenance of EPF/ESIC Records:**

EPF & ESIC Contributions as per Government's order (amended from time to time) shall have to be deposited by the contractor to the concerned authority in time. Necessary documents in this regard shall have to be submitted by the contractor from time to time to CCBF Andeshnagar for reference. Non maintenance of record or non-production of record to NDDB DS/CCBF Andeshnagar whenever asked for, may warrant withholding of payment till the time, matter is settled to satisfaction of CCBF Andeshnagar. The contractor shall submit a receipt / statement/ other details required by NDDB DS/CCBF Andeshnagar from time to time to for contribution deposited to EPFO / ESIC for the previous month.

### **21. Negligence or default of contractor:**

NDDB DS/CCBF Andeshnagar 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:

21.1 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.

21.2 When the contractor has been made liable for action under the aforesaid cases, NDDB DS/CCBF Andeshnagar shall have

powers:-

- a) To determine or rescind the contract. Upon such rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of NDDB DS/CCBF Andeshnagar
- b) 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.**  
SCOPE AND WORK AND CONDITIONS OF CONTRACT

**Place of Work:**

Central Cattle Breeding Farm Andeshnagar, Lakhimpur Kheri- 261506 (UP)

**Nature of work:**

The contractor/agency shall provide the Security services. The security to be deployed shall be with enough security services skills, competency and experience.

**Specific requirements:**

**Contractor will provide the Security Service to Central Cattle Breeding Farm, Andeshnagar, during the terms and tenure of this agreement.**

1. The contractor through the security personnel appointed by him will exercise management control over the manner in which the Security Services are provided to the Company which is within the terms of the agreement during the tenure of the agreement.
2. The Company authorizes Contractor to take such action in its absolute discretion considers appropriate in relation to the provision of the Security Service, including the detention and searching of persons or property, the seizure of goods and the use of arms.
3. No. of security guard employed, timing, charges, duties and further details is provided in annexure 1 attached below.
4. The Contractor will provide the Security Service with due care and skill and in accordance with all prevailing relevant legal requirements.
5. The Contractor directly and/or through the personnel deployed by him should ensure that all the duties and responsibilities as enlisted below, but not limited to; is performed without fail as a part of this agreement:
  - 5.1 No unauthorized personnel, Man or Animal is entering the premises and Precincts of **Central Cattle Breeding Farm – Andeshnagar.**
  - 5.2 No unauthorized vehicles are entering the premises and Precincts of Central Cattle breeding Farm.
- 6 Proper entries as mandated by the Company is made in the vehicle register or App when a vehicle without permanent or temporary Vehicle pass issued by the Company is permitted inside the premises and Precincts of Central Cattle Breeding Farm.
- 7 Visitors to the farm are permitted inside the premises only with due authorization of the officials of the Company.
- 8 Material, animals and any other vehicle carrying anything out of Central cattle breeding farm is permitted to proceed only after due verification and only on producing a valid Gate Pass
- 9 Thorough physical Checkup of the transport and passenger vehicles are done before allowing entry to the premises of Central cattle breeding farm.
- 10 No arms or explosives bearing person or vehicle is allowed to enter the premises and Precincts of Central Cattle Breeding Farm
- 11 No vehicle bearing animal excreta or dead animals are allowed to enter the premises and Precincts of Central Cattle Breeding Farm.
- 12 The log entries of the vehicles hired under contract with the company is duly maintained in the vehicle log register as mandated by the Company.
- 13 **Through checks of the bags of laborers and employees are done for tobacco products, alcoholic drinks and other unauthorized items before they are permitted inside the Company for work.**
- 14 Frisking of the personnel working in the company is done before they are allowed to enter inside the company on a daily basis. The bags are checked and

- frisking is done before allowing a laborers or employee to exit.
- 15 Suggest and implement any improvements in security protocols followed or to be followed in the company which is deemed fit with approvals from the Company officials.
  - 16 Prudently ensure the safety and protection of the assets and personnel of the Company to prevent from any losses, damages, fire, theft, arson or burglary.
  - 17 Submit a monthly report to the Company on any critical security issues if any that might have arisen during the preceding month.
  - 18 Any other duty pertaining to security management specifically assigned by the Company from time to time.
  - 19 All the **security guard should be known to read and write English & Hindi and should be able to use smart phones.**
  - 20 The Contractor will be liable for due observation & implementation of the statutory conditions or requirements of labour law as applicable to it as well as to its workers. The manpower deployed by the Contractor would be as per annexure 1 attached.
  - 21 The Contractor shall execute and efficiently handle the work of providing security services to the Company and its staff as entrusted to it in accordance with the specifications given by the Management.
  - 22 The Contractor shall deploy only trained personnel for providing security services for the Company. A copy of the training certificate of the personnel deputed by the contractor to work at the Company should be shared with the HR department before commencement of duty.
  - 23 The personnel deputed by the contractor should **be physically fit, technically sound, and well-groomed and should be always seen neat & tidy in uniform while on duty.** The personnel should be able, to perform all necessary tasks assigned within the preview of this agreement. A physical fitness certificate of the personnel deputed by the contractor to work at the Company should be shared with the HR department before commencement of duty by any new personnel.
  - 24 The personnel deputed by the contractor **should not be more than 45 years old for all Security Guards & should not be more than 58 years old for ASO** and should be at the least having an educational qualification of S.S.L.C with a working knowledge in English and Computer for ASO & Security Guards. The copies of the educational qualifications of the personnel so deputed by the contractor should be submitted to the Manager HR as and when a new personnel is deputed by the contractor. Any relaxation in the educational qualifications may only be considered if the personnel deputed by the Contractor is an Ex Service Personnel and it is done at the sole discretion of the General Manager NDDB DS-Alamadhi Semen Station.
  - 25 If the personnel deployed by the Contractor is not meeting the age/educational qualification or any other criteria stipulated as per the agreement, **the Company may deduct the payment for the personnel so deducted from the final bill to the Contractor.**
  - 26 The Personnel deputed by the contractor should at no circumstances have any pending criminal cases against him or should not have punished by a Court of Law for criminal offences.
  - 27 The personnel deputed by the Contractor should at no circumstances have a history of maiming animals or at no circumstances tried by a Court of Law for theft or as an accomplice in Theft /burglary/ Arson.

- 28 If personnel deployed are not up to the satisfaction of the Company, the Contractor shall have that person replaced by a suitable person before next duty.
- 29 The mobile numbers of the personnel deputed by the Contractor should be voluntarily shared with the Company by the Contractor as and when the personnel are deployed by the Contractor.
- 30 The Contractor shall make own arrangement for communication, Uniform with whistle guard, Shoes, lathi, stationary and transport of its employees deputed to work at the company.
- 31 The personnel/employees deputed by the Contractor shall observe and comply with all the procedures, rules, regulations and policies of the Company. The Contractor shall ensure that its employees deputed to work at the Company shall:
  - 31.1. Act diligently, ethically, honestly and conduct themselves properly;
  - 31.2. Wear the prescribed identification badges and shall be in uniform;
  - 31.3. Comply with all occupational health, biosecurity and safety policies of Company;
  - 31.4. Comply with all procedure, rules, regulation and standards of conduct and lawful direction of the Company in respect of use of its premises, equipment, business ethics or methodology, or contact with its officials and staff.
- 32 The Contractor and / or employees shall not, during the course of this agreement and any time thereafter indulge in any unfair, unethical and/ or corrupt practices designed to influence any government or public office to obtain unjust gains or advantage for Company's work.
- 33 The Contractor shall ensure that the required strength of the personnel is in position whenever some of its personnel are on weekly – off, regular – off, holiday, sickness or otherwise absent without any additional cost to the Company.
- 34 In case of any change of any personnel deployed by the Contractor to work at the Company, it must be informed to the Company 24 hrs. in advance and the Contractor or its authorized representative should personally introduce the new person deputed to the HR Manager of the Company.
- 35 The contractor should be able to assign additional security personnel in the events of emergency situations if any and upon the request from the Company. The requests shall be made 24 hours in prior to the requirement.
- 36 The Contractor shall not subcontract or assign this agreement to any third party without the express written consent of the Company.
- 37 The Contractor or the personnel deployed by him should not have any existing relationship with the Company or its associates as Contractor / vendor / customer / employer / employees and should not have any of his relatives either by blood or marriage should be working with the company. The only exception permitted being the Contractor having relationship as a security service provider with any of the parent/subsidiary/associate Company of NDDB Dairy Services.



- 38 The Contractor should voluntarily intimate the company in writing if any of his relatives by blood or marriage is taking up an employment with NDDB Dairy Services or its parent/subsidiary/associate Companies.
- 39 The Contractor shall indemnify and agrees to keep indemnified the Management and its employees, from and against any and all claims, causes of action, liabilities and consequences (including reasonable attorney's fees) which arise directly or indirectly from any breach of this Agreement or any negligent or willful act, omission or misconduct of, or by the Contractor or any of its personnel or agent.
- 40 The Contractor shall be solely responsible to fulfill all the obligations related to its employees to provide the services, as agreed between the parties, under various labour enactments; such as but not limited to Wage Act; Payment of Wages Act; Payment of Bonus Act; Payment of Gratuity Act; ESI Act; Employees' Provident Fund etc.
- 41 The Contractor shall be responsible to maintain records of its employees as required in terms of the various Labour enactments.
- 42 The Contractor shall pay at least Minimum wages, as applicable under Payment of Wages Act, Minimum Wages Act, to its employees.
- 43 The Company shall not in any manner be responsible for any act, omission or commission of the workers engaged by the Contractor and no claim in this respect will be maintainable against the Company. If any claim is made against the Company by any worker or his heirs engaged/employed by the Contractor, the Contractor shall be liable to indemnify/reimburse the Company all the money paid by the Company on this account inclusive of legal/arbitration/litigation charges if any.
- 44 The Company is free to depute or hire any other Company/party/officials/agency/s to monitor/supervise/assist/audit the security services/records/efficacy of the services provided by the Contractor.
- 45 The Company at its sole discretion may enter in to an agreement with an agency/ Company/ party/ for providing additional security services to any of its areas/offices or for a specific function / period with or without intimation to the Contractor.
- 46** The decision made by the General Manager, Alamadhi Semen Station supersedes any decision in security management / deployment of security personnel / any management decisions pertaining to the Company taken by the Contractor.

**General requirements:**

- 1) The agency should have provided security services of more than 10 personnel in a single office complex.
- 2) The agency must possess valid licence from the UP Government to engage in the business of Security services UP and all other required statutory registrations mentioned herein after to discharge their functions.

**Deployment of personnel:**

**ANNEXURE 1**

Service from 01-08-2024 to 31-07-2025						
Requirement of Security Guard - 12 hours/Security supervisor- 8 hrs						
Shift		Gate No-1	Workshop	Staff Qtr	Agri field Point	Total
<b>Security Supervisors (Civilian)</b>	8 hr per shift	1	0	0	0	2
<b>Security Supervisors (Ex Army)</b>	8 hr per shift	1	0	0	0	1
<b>Security Guard's</b>	12 hrs shift	1	1	1	3	6
<b>Horse Security Guard</b>	12 hrs shift	0	0		2	2
<b>Total</b>		<b>2</b>	<b>1</b>	<b>1</b>	<b>5</b>	<b>11</b>

Checklist for the Security Personnel				
S. No	Guards Details	Mini Requirement for Posting Security Guards /ASO	Details	Remarks
1	Name			
2	AGE	Guard less than 45 yrs / ASO less than 50 yrs		
3	Age Proof	Aadhar Card No		
4	Educational Qualification	Minimum Qualification is S.S.L.C		Not Mandatory for ex-service man
5	Physical Fitness	Mandatory for all		Able to run 100 m in one minute
6	Guards Training Certificates	Mandatory for all		
7	Using smart phones	Mandatory for all		
8	Computer Knowledge	Time office duty only- 24/7 & Admin Office duty		
9	Valid Two Wheeler License	Night rounds & Admin Office		

**Price Basis :**

Contractor to quote their Rates on monthly basis inclusive of all the taxes, levies as may be applicable in the Price-schedule provided as **Annexure-V** of this bidding document.

**Terms and Conditions:**

1. It shall be incumbent upon Contractor to register with the appropriate authorities including under the Contract Labour (R&A) Act, 1970 and carry out such statutory obligations as may be required.

2. The contractor shall act in liaison with the in charge or an officer authorized by CCBF Andeshnagar for coordinating supervisory arrangements.
3. The contractor shall employ good and reliable persons with good health and clean records preferably within the age group of 21 to 50 years and also ensure that such personnel wear clean uniform while on duty. Washing and any other incidental charges for the uniform shall be borne by Contractor.
4. The contractor shall provide appropriate Identity Card and any other requirement or implements necessary for carrying out their duties at his own cost.
5. The contractor shall depute and authorize a responsible representative to visit at CCBF Andeshnagar at least once in a week to review the arrangements and to take any corrective measures as may be necessary.
6. Contractor shall be accountable for any damage/loss caused to the properties within the premises due to any willful act, negligence or careless action on the part of the personnel engaged by him and shall be liable to make good any loss and/or damage to the NDDB that may be suffered on this account.
7. The personnel so engaged/to be engaged by Contractor shall at no point of time be the employees of the CCBF and there shall be no relationship of employer and employees between the CCBF and the personnel so engaged/to be engaged by Contractor. Such Personnel shall neither have lien or right of employment with the CCBF.
8. Contractor shall indemnify and keep harmless the CCBF for any claim by an employee of Contractor engaged for the purpose, raised under the Workman's Compensation Act, Employer's Liability Act or other Acts of a like nature respectively, in force from time to time.
9. In the event of non-compliance or breach of any terms of the contract or unsatisfactory or inefficient working, CCBF Andeshnagar will be at liberty to revoke the contract by giving a 15 day notice in writing.
10. All serviceable materials shall be taken out of the office premises through a gate pass duly signed by the designated officer of CCBF Andeshnagar.
11. Contractor shall not disclose directly or indirectly any information including details of CCBF's infrastructure, systems, equipment etc., which may come to the possession or knowledge of contractor during the course of discharging its contractual obligations in connection with this contract to any third party and shall at all times hold the same in strictest confidence. Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws.
12. Contractor shall not sublet this contract fully or partially and in case of breach of these conditions, CCBF will serve a notice in writing on Contractor for termination of the contract.

**Terms of Bill Payment:**

1. CCBF, Andeshnagar will make payment of monthly bills on monthly basis against attendance & quality of services rendered, within 18-20 days from submission of the correct bill. The party shall raise bills, in duplicate, in the first week of every month, after successful completion of the work along with copies of Attendance Register and Wages Registers of manpower engaged during the month and services rendered which will be duly certified by the CCBF Andeshnagar Officer with relevant supporting details. The monthly bill will be paid by CCBF Andeshnagar to the contractor on basis of actual presence of persons engaged.

The contractor will pay the wages to the personnel engaged by him on or before the 7<sup>th</sup> day after completion of each month without waiting for NDDB to make payment of their bill.

2. Every monthly payment to contractor shall be released only if it is accompanied with the proof/ copies of the following :
  - i. Attendance Register
  - ii. Duty Roaster
  - iii. Challan for deposit of Provident Fund & ESI with list of contract workers for previous month
  - iv. Wages Register for the month with acknowledgement of all persons & certification in register by CCBF Andeshnagar representative as required under CLR&A Act.
  - v. Deposit challan of GST/ applicable tax for each preceding month.
  - vi. Monthly reports on PMRPY requested by NDDB and credit notes if workers covers under the PMRPY
3. Payment shall be made on the basis of actual man-days worked.
4. All payments will be subject to deduction of applicable Income Tax at source as per terms of Income Tax Act and as per Income Tax Rule thereof.

**OTHER GENERAL TERMS AND CODITIONS:**

1. The manpower engaged by the contractor at CCBF Andeshnagar premises shall have following characteristics/qualifications:
  - (i) Good character, honest, well disciplined, loyal, interested in the job, confident, courteous and self-controlled.
  - (ii) Polite, non-smoker, reserved demeanour i.e. no horseplay, practical jokes or fraternizing on duty.
  - (iii) Physical fitness – They should be preferably between the age of 21 and 50 years, healthy and should be physically fit to carry out the job specified under the scope of work.
2. The Contractor shall provide sufficient trained manpower to execute the day-to-day works covered under the scope of work regularly.
3. If the contractor fails to perform the aforementioned work in the given time, the work shall be carried out through other agencies without notice, at the

contractor's risk, cost & responsibility. The cost will be recovered from payment due to the contractor along with penalty.

- 5 There will be no relationship or privity of employer and employee between the CCBF Andeshnagar and the personnel engaged by the Contractor. The personnel so engaged shall not be entitled to claim or recover any benefits pecuniary or otherwise.
- 6 The contractor shall be responsible for the safety of his workers. Further the contractor shall indemnify the CCBF Andeshnagar in respect of all claims, damages, compensation or expenses payable, if any, in consequences of any injury or accident sustained by any workmen of the Contractor deployed by them.
- 7 The Contractor shall be fully responsible for any damage that may occur to the property of CCBF Andeshnagar due to the negligence on the part of the Contractor or his persons and would make good such loss to the CCBF Andeshnagar. The Contractor should also make good any loss to any third party that may arise on account of any accident due to the negligence of his persons.
- 8 The Contractor shall indemnify and keep harmless CCBF Andeshnagar and/or from any claim by an employee of the Contractor engaged for the purpose raised under the Workmen's Compensation Act, Employers Liability Act or other Acts of a like nature respectively in force.
- 9 For whatever relief and/or benefits the persons of the Contractor are entitled to under any enactment, either State or Central, the Contractor shall be liable to safeguard their interest under the respective enactments and the CCBF Andeshnagar shall not be responsible for the same. In case CCBF Andeshnagar, is required to pay or suffers for any reason on account of the failure of the Contractor to comply with the above, the Contractor shall indemnify CCBF Andeshnagar to the extent of such payment or loss plus any other costs incurred by CCBF Andeshnagar on that account.
- 10 The Contractor or any other person claiming through him shall not be entitled to any other consideration or remuneration or allowances or benefits in cash or in kind for services that are provided by the Contractor through his employees.
- 11 That in case any of the Contractor's employee is found misbehaving with the employees of the CCBF Andeshnagar or any guest of CCBF Andeshnagar, campus resident, or personnel of other service provider and on being informed of the facts by CCBF Andeshnagar, the Contractor will remain liable for any misbehavior or misconduct or theft on the part of his workers.
11. The Contractor shall be responsible for proper behavior of all the workers employed directly or indirectly by him.
12. Smoking, chewing of Pan, ghutka and consumption of liquor, intoxicant etc., is strictly prohibited in CCBF Andeshnagar premises.
13. Violations of this rule shall be prosecuted as per law and the violator shall be discharged immediately.
- 14 The Contractor shall not assign or sub-contract the work in whole or part to anybody else.

- 15 All equipment, hand cart, tool and tackles provided by CCBF Andeshnagar to the Contractor for carrying out the work will have to be returned in good working condition at the time of completion/termination of the contract. These shall be maintained regularly including regular oiling / greasing, etc., If found damaged/out of order, the cost shall be recovered from the Contractor.
- 16 The Contractor shall provide **Photo Identity Card and wages slip** to workers of his agency who are deployed under the contract, as per provision of CLR&A Act. The workers shall have to wear the Identity card while entering / leaving the CCBF Andeshnagar premises and while at work. The contractor shall maintain the record of his personnel and keep the NDDB informed in the event of any change / discontinuance of any worker from his employment. Entry of the Relievers / or worker on specific occasion if engaged for execution of work, shall be regulated by the contractor through entry pass giving the details of the workmen as may be required as per CCBF Andeshnagar rules governing gate entry to the premises.
- 17 Contractor shall provide at least two pair uniform (season wise), at his cost, to his persons engaged by him at CCBF Andeshnagar which should have name of the firm and the worker inscribed on it. The colour and design of the uniform shall be decided in consultation with CCBF Andeshnagar. The persons shall wear the uniform while at work during the period of contract. This price should be included in mgmt. fee.
18. **Accident/Injury to workmen:** The Successful Bidder/Contractor needs to take **Personal Accident Insurance policy** for the persons engaged. He is 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 Bidder 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. CCBF Andeshnagar, 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.

The Contractor shall indemnify and keep indemnified the CCBF Andeshnagar, 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 CCBF Andeshnagar, on account of the present Contract, the Contractor shall implead himself as a party to the case and defend the same, as if the case has been instituted against the Contractor.

**Section V**  
**PRICE SCHEDULE**

SN	Description	No. of personnel	Rate (For 8 Hrs per day) per month per Person		Rate (For 12 Hrs per day) per month per Person		Service Charges in %	GST	Others charge and benefits if any
			Wages	Others	Wages	Others			
1	Security Supervisor	03							
2	Security Guard	21							
3	Security Guard with Horse	02							

## SECTION – VI

### FORM OF BID

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

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

Ref.No.

NDS/ALM/CCBFAN/SECURITY/JUNE/01

TO: General Manager  
Alamadhi Semen station  
NDDB DS.

Gentlemen:

Having examined the Conditions of Contract and Technical Specifications included in or referred to in the Bidding Documents including Addenda Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to services as detailed in the price bid, in conformity with Conditions of Contract as mentioned in or referred to in the said Bidding Document for the sum as may be ascertained in accordance with the Bid Prices and made part of this bid and the said conditions.

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

We undertake, if our bid is accepted, to commence and complete delivery of all the goods and Services including installation and commissioning as specified in the Schedule of Requirements of the Bid Document, from the date of receipt of your Purchase Order / Notification of Award / Letter of Credit.

If our bid is accepted we will obtain the bank guarantees as per the conditions of the Contract for the due performance of the Contract.

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

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

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

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



\_\_\_\_\_  
Signature

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

Duly Authorized to sign bid for and on behalf of

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

\_\_\_\_\_

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

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

**SECTION – VII**

**DEVIATION STATEMENT FORMS**

**TECHNICAL DEVIATION STATEMENT**

**FORM PART-A**

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

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS</b> (Including justification)
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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 duly signed with an endorsement indication "**NO DEVIATIONS**"

**BIDDING TERMS DEVIATION STATEMENT**

**FORM PART-B**

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

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS</b> (Including justification)
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Dated:

Signature and seal of the  
Manufacturer / Bidder

NOTE:

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

**SECTION - X****(Form of Bank Guarantee for Performance Security)**

(On the Non-judicial Stamp paper as per the Stamp Act of Local State Govt.)

**Bank Guarantee No.**

**Date:**

This deed of performance guarantee made this \_\_\_\_\_ day of 20\_\_ (Two Thousand \_\_\_\_\_) by \_\_\_\_\_(Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the \_\_\_\_\_(hereinafter referred to as the Alamadhi Semen Station) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, Alamadhi Semen Station has awarded a Contract and Purchase order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ on M/s. \_\_\_\_\_ (Name and address of the party) (hereinafter referred to as the 'Supplier') for the supply/supply and erection and commissioning of \_\_\_\_\_.

And whereas, the Supplier has agreed to submit a performance guarantee in the form of a Bank guarantee to the Alamadhi Semen station as per 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 warranty period).

In consideration of the Alamadhi Semen Station having agreed to award the contract/purchase order on the Supplier, we \_\_\_\_\_ (name of the Bank), do hereby guarantee, undertake, promise and agree to with the Alamadhi Semen Station, its legal representatives, successors and assignees that the within named \_\_\_\_\_(name of the Supplier) their legal representatives and assignees will faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled, at the time (time being the essence of the contract)and in the manner therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the Alamadhi Semen Station of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the 10% of the contract value, without any demur in case the Supplier, their legal representatives and assignees do not faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations thereunder.

In case, the Supplier fails to perform or fulfill the Contract/ Purchase Order as per the terms and conditions agreed upon, the Alamadhi Semen Station is entitled to demand an amount equal to Rs. \_\_\_\_\_ being the 10% of the contract value from the Supplier and the demand made by the Alamadhi Semen Station itself will be conclusive evidence and proof that the Supplier has failed to perform

or fulfill his obligations and neither the Supplier nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment, on any ground.

We, \_\_\_\_\_ (name of the Bank), do hereby undertake to pay an amount equal to Rs. \_\_\_\_\_ being the 10% of the order value, being the amount due and payable under this guarantee without any demur, merely on a demand from the Alamadhi Semen Station which has to be served on us before the expiry date of Bank Guarantee i.e., \_\_\_\_\_ stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier or by reason of the Supplier's failure to perform the said contractual commitments/Purchase Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the amount equal to 10% of the total order value.

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

We, \_\_\_\_\_ (name of the Bank), further agree with the Alamadhi Semen Station that the Alamadhi Semen Station shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier from time to time or postpone for any time or from time to time and any of the power exercisable by the Alamadhi Semen Station against the Supplier and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier, or for any forbearance, act or omission on the part of the Alamadhi Semen Station to the said Supplier 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 Alamadhi Semen Station may have or hereafter possess in respect of the goods supplied/executed or intended to be supplied/executed and the Alamadhi Semen Station shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the Alamadhi Semen Station may be entitled to receive or have a claim upon and the Alamadhi Semen Station 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 Alamadhi Semen Station on serving us with a notice before expiry of bank guarantee, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by Registered Post at the address of the Bank.

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

We, \_\_\_\_\_(the name of Bank) , undertake to renew the Bank Guarantee provided the request for renewal is made by the supplier before the expiry of Bank Guarantee.

We, \_\_\_\_\_(the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Alamadhi Semen Station 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 \_\_\_\_\_ 20 \_\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the Alamadhi Semen Station serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

\_\_\_\_\_  
(SIGNATURE)

SEAL

Place:

Date:

CODE NO.

**NOTE:**

- 1) THE SUPPLIER SHOULD ENSURE THAT SEAL AND CODE NO. OF THE THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
- 2) STAMP PAPER IS NOT REQUIRED IN CASE OF FOREIGN SUPPLIERS.
- 3) THE VALUE OF STAMP DUTY SHOULD BE AS PER THE LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
- 4) BANK SHOULD CONFIRM THE BANK GUARANTEE THROUGH "STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)",. BANK ACCOUNT DETAILS OF BENEFICIARY ARE AS FOLLOWS:

Beneficiary Name	
Bank Account Number	
IFSC Code	
Beneficiary Bank Name	

Beneficiary Bank Address
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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	

- 5) KINDLY NOTE THAT NECESSARY ACTION ON THE BANK GUARANTEE WILL BE TAKEN BY Alamadhi Semen Station ONLY UPON RECEIPT OF CONFIRMATION IN EITHER ONE OF THE MODE AS PRESCRIBED ABOVE.

## **Section IX**

### **Format for Undertaking regarding statutory compliance by contractor.**

**(To be executed by successful bidder on Non- Judicial stamp paper of Rs. 100)**

To,

Alamadhi Semen station NDDDB Dairy Services

#### **Subject: Undertaking**

#### **A - Statutory Wages**

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

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

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

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

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

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

We also certify that our all employees deployed at CCBF ANDESHNAGAR are covered under the State Shops and Establishment Act which is applicable on our establishment. We are bound to follow all the applicable statutory requirements from time to



time. We will ensure to provide leave, wages for leave, weekly off and National Holidays to all contract persons to be deployed/ deployed as per provisions of the applicable Act at CCBF ANDESHNAGAR

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

With regards,  
Yours sincerely,

(Signature of Authorized Signatory)

(Seal of contractor)

Date:

Place:

\* \* \*