

File No. 8-3/2025-Estt.

Tender Document

**Selection of an Agency
for Supply of Manpower on Outsourcing Basis
in National Commission for Minorities**

**National Commission for Minorities, 1st Floor, 14th Block, CGO Complex,
Lodhi Road, New Delhi -110003**

21/11/24

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Notice Inviting e-Tender (NIT)

1. Introduction:

- (i) The National Commission for Minorities (NCM), a statutory body under the Ministry of Minority Affairs, is presently situated in Block No. 3 (Ground & 3rd Floor) and Block No.14 (1stFloor), CGO Complex, Lodhi Road, New Delhi-110003.
- (ii) NCM invites online bids on GeM, in two bid system, from reputed and registered entities for providing manpower services on outsourcing basis.

2. Schedule and Critical Dates:

- (i) The tentative schedule and critical dates are shown below:

S.No.	Event	Date
1.	Uploading of RFP on GeM Portal and official website of NCM	'X'
2.	Last date of submission of bid	4:00 PM on 'X' + 21 days
3.	Opening of Technical Bids	4:30 PM on 'X' + 21 days
4.	Opening of Financial Bids (in respect of technically qualified bidders)	To be conveyed to technically qualified bidders through GeM

- (ii) Bidders are required to upload their Technical and Financial Bids on GeM Portal. Bidder shall be responsible for registering his/ her company at GeM Portal and seeking all necessary approvals required to upload the bid.
- (iii) NCM reserves the right to amend the RFP, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through the GeM Portal as well as NCM website (tender section) from time to time for any updated information.

3. Scope of Work/ Deliverables:

- (i) The agency engaged for work shall provide suitable manpower on outsourced basis under different categories as mentioned in **Appendix-A**.
- (ii) The requirement of outsourced manpower may increase or decrease during the contract period depending upon exigencies of work. The requirement of manpower may be reduced to the extent of filling up the posts on regular basis, after signing of the contract. Accordingly, NCM will inform the agency at least 30 days in advance. The Agency shall also provide the additional manpower as and when required by NCM on same terms and conditions.

4. Minimum Eligibility Criteria:

The Bidders shall fulfill the following eligibility conditions for participating in the bidding process. Documentary evidence for fulfilling the eligibility conditions should be enclosed along with bid. Bids not complying with the eligibility conditions shall be

summarily rejected.

- (i) **Legally Valid Entity:** The bidders should be company, registered under Indian Companies Act, 1956/2013 or partnership firm registered under the Indian Partnership Act or Proprietary concern. Bidding in the form of JV/Consortium is not permitted. Self-attested documentary proof should be provided.
- (ii) **Registration:** The Bidder must be registered with the Income Tax, registered under the Labour Laws/Rules, Employees Provident Fund Organization and Employees State Insurance Corporation. Attested copies of PAN, TAN, GST, Labour Registration, EPFO Registration, ESI Registration shall be submitted. All the licenses must be in the name of bidder.
- (iii) **Experience:** The bidder must have an experience of at least 5 years for deployment of different categories of manpower and must have successfully executed/ completed at least 2 similar services worth Rs.25 lakh each in Central and State Governments, Government Institutions & Bodies, PSUs, etc. The copy of the experience certificate, work order and completion certificates issued by the respective offices should be provided.
- (iv) **Annual Turnover:** The bidder must have annual turnover of a minimum of Rs.2.00 crore (Rs. two crore only) per annum during each of the last three financial years (2021-22, 2022-23 & 2023-24). Balance sheet and documents certified by CA shall be furnished along with bid.
- (v) **Local Office:** The bidder should have local office in Delhi/ NCR. (Documentary evidence is required to be uploaded with the bid)

5. **Earnest Money Deposit:**

- (a) The bidder is required to submit Rs. 1,00,000/- (Rupees One lakh only) as Earnest Money Deposit (EMD) by Demand Draft of any Nationalised/ Scheduled Commercial Bank drawn in favour of "DDO, National Commission for Minorities" payable at New Delhi. The copy of the EMD should be uploaded along with Technical Bid.
- (b) Registered MSMEs are exempted from payment of EMD. Bidders seeking exemption must upload the supporting documents to prove his eligibility for exemption.
- (c) Technical Bid not accompanied with EMD (except registered MSMEs) shall be summarily rejected.
- (d) No interest shall be payable by NCM for the sum deposited as EMD.
- (e) The EMD of the unsuccessful bidders would be returned after finalization of the proposal received against this RFP. The EMD of the successful bidder will be returned only after deposit of performance security.

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- (f) If the bidder withdraws his bid before/ after finalisation of the tender, EMD will be forfeited.
- (g) In case of unreasonable price quoted by the bidder for disrupting the tender process, EMD of such bidder will be forfeited.
- (h) If the successful agency/ bidder refuses or fails to accept work order issued by NCM, EMD will be forfeited without giving any further notice and the bidder will not be entertained for any tender that may be published in future by NCM.

6. Performance Bank Guarantee (PBG):

- (i) Successful Bidder will have to submit a Performance Security equivalent to 3% of the total contract value, in the form of bank draft/ demand draft or Bank Guarantee from a scheduled commercial bank in favour of "DDO, National Commission for Minorities" payable at New Delhi, within 10 days of issue of work order/ contract.
- (ii) The security deposit should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder.
- (iii) Performance Security would be returned only after successful completion of work assigned and after adjusting/ recovering any dues recoverable/ payable from/ by the Agency on any account under the contract.

7. Period of Contract: The contract will be initially for a period of one year, subject to the satisfaction of NCM. If performance is considered satisfactory, the contract may be extended for further period on the same terms and conditions with mutual consent.

8. General Terms and Conditions:

- (i) The successful agency/bidder shall ensure that the individual manpower deployed in NCM, conforms to the technical specification of education and skill prescribed in **Appendix-A** of the Tender Document.
- (ii) The successful agency/bidder shall furnish the following documents in respect of the individual manpower who will be deployed by it in the NCM before the commencement of work:
 - (a) List of persons deployed (monthly)
 - (b) Bio data/ resume with antecedents' details (at the time of deployment)
 - (c) Copy of Aadhaar Card of the candidates (at the time of deployment)
 - (d) Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
 - (e) Identity proof and residential proof (at the time of deployment)
 - (f) Copy of police verification certificate (at the time of deployment)
 - (g) Copy of birth certificate, if required (at the time of deployment - for domicile purpose)

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- (iii) The successful agency/bidder shall ensure that the personnel deployed are medically fit.
- (iv) The successful agency/bidder shall be responsible for proper conduct of his personnel in NCM office premises. In case of any damage/loss/theft etc., to the property of NCM, which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the property as determined by NCM or the same could be recovered from the performance guarantee, monthly payments, due to the agency.
- (v) The personnel deployed to NCM by the successful agency/bidder should be polite, cordial, positive and efficient while handling the assigned work. In case, the person employed by the successful agency/bidder commit any act of omission/commission that amounts to misconduct indiscipline/incompetence, the successful agency will be liable to take disciplinary action against such persons, including their removal from the work, if required by the NCM.
- (vi) The personnel deputed to NCM shall not be changed by the agency in any circumstances unless there is a specific request from NCM in writing
- (vii) It will be the responsibility of the successful agency/bidder to meet transportation, medical and other requirements in respect of the persons deployed in NCM and NCM will have no liabilities in this regard.
- (viii) In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resources. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.
- (ix) For all intents and purposes, the successful agency/ bidder shall be the 'Employer' within the meaning of different labour legislation in respect of manpower so deployed in the NCM. The persons deployed by the agency/bidder in NCM shall not have claims of any employer and employee relationship against NCM.
- (x) The successful agency/bidder shall be solely responsible for the redressal of grievance/resolution of dispute relating to persons deployed. The NCM shall in no way be responsible for settlement of such issues whatsoever.
- (xi) The NCM shall not be responsible for any financial loss or any injury to any person deployed by service providing agency bidder in the course of their performing the functions/duties or for payment towards any compensation.
- (xii) The persons deployed by the successful agency/bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the NCM during the currency or after expiry of the contract.
- (xiii) In case of termination of the contract on its expiry or otherwise, the persons deployed by the successful agency bidder shall not be entitled to and will have no claim for any absorption in the regular otherwise capacity in the NCM.

- (xiv) The successful agency/bidder shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc., in respect of the persons deployed by it in the NCM.
- (xv) NCM, apart from the remuneration, will bear and pay the statutory obligation charges towards ESI, EPF and Bonus to the contracting agency, as applicable by the prevailing law from time to time.
- (xvi) The successful agency/bidder shall also be liable for depositing all taxes, statutory obligation, levies, cess etc., on account of services rendered by the bidder to NCM to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations. In case, the successful agency/bidder fails to comply with the statutory/taxation liabilities under appropriate law, and as a result thereof, the NCM is put to any loss/obligation, monetary or otherwise, the NCM will deduct the same from the monthly bills and/or the performance security deposit of the agency/bidder, the extent of the loss or obligation in monetary terms.
- (xvii) The successful agency/bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of the NCM or any other authority under law.
- (xviii) The remuneration of the deployed staff must be credited to their bank account by the successful agency/bidder latest by 7th of every month. A penalty of 500/- per day shall be imposed on the agency for failure to meet this deadline.
- (xix) The successful agency/bidder shall present the bills for reimbursement of the remuneration latest by 2nd of every month so that the same can be processed in NCM at the earliest. However, the deadline of payment of remuneration to the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from NCM.

9. Instructions for submission of bids:

- (i) The proposal has to be submitted in two bid basis i.e. Technical Bid and Financial Bid.
- (ii) It is the responsibility of the Bidders to ensure that the bids are up submitted on or before the prescribed date and time for submission of bids.
- (iii) Bids must remain valid for 120 days from the last date of submission of bids.
- (iv) Bid shall be submitted with a forwarding letter on letter head of the bidder agency, duly signed and stamped by authorised signatory on each page. Each page of the tender document should be signed and stamped by authorised signatory.
- (v) **Technical Bid:** The bidder should submit Technical Bid in the prescribed format (Annexure-I), as specified in the RFP, alongwith all relevant documents.

- (vi) **Financial Bid:** The bidder must submit their financial bid in the prescribed format specified at **Annexure-II** of this tender document and no other format is acceptable. If the BOQ file is found to be modified by the bidder, the bid will be rejected. Further, no overwriting, corrections and cutting in the Financial Bid format is permitted. All entries should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached.
- (vii) Rates of all items should be quoted, otherwise the bid shall be rejected. Rates should be quoted, both in Figures & Words, inclusive of all taxes.
- (viii) The bidder is expected to examine all instructions, formats, terms and conditions, and scope of work in the bid document. Failure to furnish complete information or false information documents shall result in rejection of bid.
- (ix) Conditional bids shall not be considered and will be outrightly rejected on the very first instance.
- (x) The bidder should furnish signed declaration indicating that they have carefully read the terms and conditions of the Tender and accepted all the provisions of the Tender Document.
- (xi) Company/firm blacklisted by Govt./ PSU/ Corporate/ Organisation are not eligible to participate in the bidding process. If at any stage of bidding process or during the currency of work order, such information comes to the knowledge of NCM, NCM shall have right to reject the bid or cancel the work order, as the case may be, without any compensation to the bidder.
- (xii) The bidder have to submit an undertaking to the effect that they have not been blacklisted/debarred by any Govt/PSU/Corporate organisation for the last two years and there is no litigation with any Government Department on account of similar services.
- (xiii) Bids once submitted shall not be allowed to be withdrawn. Any default after acceptance of bid shall be deemed to be non-compliance of the terms of contract and would be liable to forfeiture of EMD deposit and cancellation of contract.
- (xiv) The bidders are required to enclose self-attested documents listed below along with the Technical Bid failing which the bids shall be summarily rejected and will not be considered any further:
- Documents mentioned in Clause-5 of the RFP.
 - Registration Certificate under the Companies Act, 1956/2013 or partnership firm registered under Indian Partnership Act or Proprietary concern.
 - Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1972.
 - Copy of MCD/ NDMC Licence
 - Copy of PAN/ TAN
 - Copy of Income Tax Returns for the three financial years ending on 31.03.2024
 - Copy of EPF Registration certificate.

- (h) Copy of ESI Registration certificate
- (i) Copy of GST registration certificate
- (j) Copy of the experience certificate, work order and completion certificates as per Clause 5(iii) of RFP.
- (k) Copy of the supporting documents for Turnover Statement as per Clause 4(iv) of RFP.
- (l) Self-attested bank account statement for the last six months.
- (m) Document showing local office of agency in Delhi/ NCR
- (n) Undertakings/ declarations as mentioned in the RFP

10. Evaluation of Bids:

- (i) A duly constituted Tender Evaluation Committee will scrutinize and evaluate the bids for selection of an agency.
- (ii) Bidders are requested to submit all requisite documents as per the uploaded RFP along with their bids failing which the bids are liable to be rejected.
- (iii) The evaluation of technical bid will be done by considering the eligibility conditions mentioned in Clause-4 of RFP and in Annexure-1 (Technical Bid Document).
- (iv) The financial bid of only those bidders will be opened whose Technical Bids are found in order.
- (v) The bidders score will be determined on the basis of lowest service/agency Charges, excluding ESI, EPF as applicable (arrived on the basis of comparison of financial quote of all the bidders).
- (vi) The bidders, who quote unrealistic rate of agency charges i.e. 0% or rupees one, shall be debarred for further consideration. The bidder shall quote percentage upto 2 decimal points. If the bidders quote percentage with more than 2 decimal points, then upto two decimal points only be considered without rounding up.
- (vii) In case of a tie in Financial Bid the lowest bidder (L-1) will be selected on the basis of following sequences:
 - a. Numbers of years of experience
 - b. Annual Turnover during the last financial year

11. Other Terms and Conditions:

- (i) In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of NCM shall be final.
- (ii) The selected bidder shall undertake to abide sincerely by all rules, regulations and laws of land for their responsibilities to provide the outsourced manpower and shall agree to keep itself liable and responsible for any such violation directly to their responsibilities for the contract.
- (iii) NCM reserves the right to solicit additional information from Bidders. Additional

information may include, but is not limited to, past performance records, lists of available items of work, etc.

- (iv) NCM reserves the right to accept the whole, or part or reject any or all bids without assigning any reasons and to select the bidder(s) which, in the sole opinion, best meets the interest of the NCM.
- (v) NCM reserves the right to negotiate with the bidders placed as H1/L1 bidder in the interest of the Government.
- (vi) NCM reserves the right to relax or waive off any of the conditions stipulated in this document as deemed necessary in the best interest of the NCM.
- (vii) NCM reserves the right to include any other items in the Scope of Work at any time as deemed necessary in the best interest of the NCM.
- (viii) NCM reserves the right not to accept bid from any agency resorting to unethical practices or on whom investigation/ enquiry proceedings have been initiated by Government investigating Agency/ Vigilance Cell.
- (ix) NCM reserves the right to terminate/curtail cancel the contract at any time after giving one week's notice to the Agency owing to deficiency of service, sub standard quality of manpower deployed, breach of contract, etc. In such case successful bidder will not be entitled to any kind of compensation.
- (x) Once the rates are finalised, no increase will be considered in the rates quoted by the agency in any case during the period of contract.
- (xi) The successful agency/bidder shall not transfer, assign or sublet the contract or any part thereof to any other agency, without written consent of NCM.
- (xii) The bidder will be bound by the details furnished by him to the NCM while submitting the tender/bid or at subsequent stage. In case such documents furnished by the bidder are found to be false at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.
- (xiii) For any clarification, Admin Section of NCM may be contacted by email to ravinder.ncm@nic.in prior to five working days from last day of submission of bids.

12. Payment Terms:

- (i) The successful bidder shall submit the monthly bills in duplicate enclosing the certificates as mentioned in succeeding para for payment.
- (ii) The TDS shall be made as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided by NCM to the agency.

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- (iii) First payment shall be released after furnishing Performance Bank Guarantee/Security Deposit.
- (iv) The successful bidder shall make regular and full payment of remunerations as due to its personnel under service contract with salary slips as per **Annexure-III** and furnish necessary proof whenever required. The payment of personnel by the agency should be made on or before 7th of every month.
- (v) The successful bidder will ensure the remittance of remunerations to the personnel deployed by them in NCM by directly transferring into their respective Bank Accounts.
- (vi) The proof of challan/receipt deposited with the PF Commissioner and ESI office for the payment made towards applicable PF, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bills will not be processed.
- (vii) Proof of Taxes as applicable from time to time deposited with the concerned Government agencies shall be submitted with the bill.
- (viii) In case NCM receives any complaint(s) regarding non-payment or less payment of salaries to the personnel deployed with it, the amount to the employee will be recovered from the bills of agency and paid to such personnel.

13. Penalties:

- (i) Penalties for a specific month/ period shall be capped at 10% of bill generated for that particular month/period.
- (ii) If any clause of the Contract is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and NCM will have full rights to terminate the contract after giving a notice of 30days.
- (iii) Penalties will be levied on the successful agency/ bidder for the violation of any of the below mentioned circumstances:-

S.No.	Description	1st Instance	2nd Instance	3rd Instance
1.	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value		
2.	If employee is found disclosing any confidential information/	Cancellation of the contract with cancellation charges @ 10% of the order		

	document to the Service Provider/ any third parties	value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act		
3.	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4.	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5.	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
6.	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace Immediate replacement within 2 days/ cancellation of the contract with	Cancellation of the contract with cancellation charges @ 10% of the order value	

		cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.		
7.	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer.	Cancellation of the contract with cancellation charges @ 10% of the order value

14. Termination of contract:

- (i) NCM may, without prejudice to any other remedy for breach of work order/ contract, by written notice of default sent to bidder, cancel the work order/ contract in whole or part, as the case may be, without any compensation to the bidder:-
- (a) If the successful agency/ bidder fails to provide services within the time period specified in the work order/ contract.
- (b) If the successful agency/ bidder fails to perform any other obligations under the work order/ contract.
- (ii) If the contract is terminated by NCM under the circumstances mentioned at (i) above, EMD/ Performance Bank Guarantee submitted by the successful agency/ bidder will be forfeited and the bidder will not be entertained for any tenders that may be published in future by NCM.

15. Applicable Law and Jurisdiction:

This RFP, including all matters connection with this RFP, shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

16. Force Majeure:

- (i) For the purpose of this tender, 'Force Measure' means an event which is beyond the reasonable control of the party.
- (ii) If, at any time, during the continuance of the agreement, the performance in whole or in any part by either partly of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy. civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God, therein after referred to as eventualities) then, provided notice of the happening of any such eventualities is given by either party to the other within two

days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance.

- (iii) Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.
- (iv) If deliveries are suspended by force measure conditions lasting for more than 2 months, the NCM shall have the option of cancelling this contract in whole or part of it.

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