

TENDER DOCUMENT

**Set up Interior Work (Electrical_Audio_Video) Artificial Inseminator Training Centre at
Cow Sanctuary Muzaffarnagar Uttar Pradesh**

NDS/COW_SANCTURY/MUZAFFARNAGAR/ELECTRICAL_AUDIO_VIDEO/SEP/26-27

Issued by NDDB Dairy Services



Bidders Should Bear in Mind

1. **Compliance with Tender Conditions:** Bids containing deviations from the terms, conditions, specifications, or any other requirements of the bidding document may be rejected at the sole discretion of NDDB Dairy Services.
2. **Earnest Money Deposit (EMD):** Bids submitted without the prescribed Earnest Money Deposit (EMD), wherever applicable, shall be summarily rejected and will not be considered for further evaluation.
3. **Responsibility for Bid Preparation:** Any negligence, omission, or error on the part of the bidder in preparing and submitting the bid shall not confer any right to withdraw, modify, or alter the bid after its opening.
4. **Language of the Bid:** The bid, including all supporting documents, annexures, and correspondence, shall be submitted in the English language only.
5. **Applicable Law:** The bidding documents and the resulting contract shall be governed by and construed in accordance with the laws of the Union of India. Any disputes arising out of the bidding process or contract shall be subject to the jurisdiction specified in the bidding document.
6. **Right to Accept or Reject Bids:** NDDB Dairy Services reserves the absolute right to accept or reject any or all bids, wholly or partially, at any stage of the bidding process without assigning any reason whatsoever. The decision of NDDB Dairy Services in this regard shall be final and binding on all bidders.

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Bid Submission Checklist

Bidders are advised to verify the following before submitting their bids. Failure to submit the required documents/information may lead to rejection of the bid, wherever applicable.

Sr. No.	Checklist Item	Yes	No
1	Have you submitted the original Earnest Money Deposit (EMD) (wherever applicable) to NCDFI on or before the date and time specified in the bidding document?	☐	☐
2	Have you quoted the bid prices in the prescribed format?	☐	☐
3	Have you uploaded the Form of Bid duly filled and signed?	☐	☐
4	Have you uploaded all required documents, duly signed/digitally signed, complete in all respects?	☐	☐
5	Have you taken note of and accepted the Service Period specified in the bidding document?	☐	☐
6	Have you kept your bid valid for 120 days from the date of bid opening?	☐	☐
7	Have you uploaded copies of all applicable statutory registrations/documents, such as PAN, GST Registration, PF Registration, ESI Registration , and any other documents required under the bidding document?	☐	☐
8	Have you uploaded the Statement of Deviations (preferably ' Nil Deviation ', if no deviations are proposed)?	☐	☐

Section I : Invitation for Bids (IFB)

Tender for Execution of Electrical Audio & Video Works at Artificial Insemination Training Centre, Cow Sanctuary, Muzaffarnagar, Uttar Pradesh

NDDB Dairy Services invites online bids from eligible and qualified bidders for the **Execution of Electrical Audio & Video at the Artificial Insemination Training Centre, Cow Sanctuary, Muzaffarnagar, Uttar Pradesh**, through the NCDFI e-Market Portal.

The details of the tender are as follows:

Particulars	Details
Tender Reference No.	NDS/COW_SANCTURY/MUZAFFARNAGAR/ELECTRICAL_AUDIO_VIDEO/SEP/26-27
Name of Work	Set up Interior Work (Electrical_Audio_Video) Artificial Inseminator Training Centre at Cow Sanctuary Muzaffarnagar Uttar Pradesh
Estimated Contract Value	Rs. 1.00 Crore
Earnest Money Deposit (EMD)	Rs. 1.00 Lakh
Bid Start Date	11 Sep 2026
Pre-Bid Queries & Meeting	Bidders may submit their queries by e-mail to Purchase Department at samar.rehman@nddbdairyservices.com on or before 18 Sep 2026 . A Pre-Bid Meeting will be held on 03 August 2026 at 03:30 PM through Microsoft Teams/Google Meet . The meeting link will be shared with the bidders who submit their queries within the stipulated time.
Last Date & Time for Submission of Bids	03:00 PM on 1 Oct 2026
Date & Time of Bid Opening	03:30 PM on 1 Oct 2026
Completion Period	Within 45 days from the date of issuance of the Purchase Order/Work Order
Work Location	Artificial Insemination Training Centre, Cow Sanctuary, Tuglakapur Village, Block Purkaji, Muzaffarnagar, Uttar Pradesh
Basis of Evaluation	Overall Techno commercial Lowest (L-1) Basis
Earnest Money Deposit (EMD)	Bidders shall deposit the prescribed Earnest Money Deposit (EMD) directly into their respective NCDFI Escrow Account available on the NCDFI e-Market Portal. The Escrow Account details can be accessed through the registration portal: https://registration.ncdfiemarket.com/ . After depositing the EMD, bidders shall send the payment confirmation to etenders@ncdfiemarket.com mentioning the Tender Reference

	Number, UTR/Transaction Reference Number, Name of the Bidder, and Amount Deposited. For any clarification regarding the Escrow Account or EMD payment, bidders may contact Ms. Janvi Patel at +91-9978603225 .
NCDFI Transaction Charges	Upon successful completion of the contract, NCDFI shall deduct Transaction Charges (TC) @ 0.40% of the Trade Value plus applicable GST (currently 18%) , along with TDS under Section 194(O) @ 0.10% of the Trade Value , from the EMD/Security Deposit, as applicable.
Payment Terms	Stage-I: 70% of the Order Value shall be released against supply of materials upon submission of the tax invoice and satisfactory receipt of materials at site. Stage-II: The remaining 30% of the Order Value shall be released after successful completion of installation, testing and commissioning (wherever applicable), acceptance of the work by NDDB Dairy Services, and submission of the final tax invoice.

Note

- Bids shall be submitted only through the **NCDFI e-Market Portal**.
- NDDB Dairy Services reserves the right to accept or reject any or all bids, wholly or partially, without assigning any reason whatsoever.
- Bidders are advised to read the complete bidding document carefully before submitting their bids.

Section II Instructions to Bidders

2.1 Eligibility Criteria

The bidder shall meet the following minimum eligibility criteria. Documentary evidence in support of the eligibility criteria shall be submitted along with the bid.

a) Business Experience

The bidder, in the same name and style, shall have been in business for **at least three (03) years** as on the date of bid opening.

In case of change in the name of the bidder due to merger, acquisition, amalgamation or change in legal status, the bidder shall be considered eligible subject to submission of documentary evidence establishing continuity of the business.

b) Statutory Registrations

- The bidder shall possess valid registrations under the applicable statutory Acts relevant to the proposed contract. These shall include, but not be limited to:
- Permanent Account Number (PAN)
- Goods and Services Tax (GST) Registration
- Company/Firm Registration Certificate
- Employees' State Insurance (ESIC) Registration
- Employees' Provident Fund (EPF) Registration
- Contract Labour Registration/Licence (where applicable)
- Building and Other Construction Workers' Welfare Cess Act Registration (where applicable)
- Any other statutory registration applicable to the nature of the work.

c) Financial Turnover

The bidder's annual financial turnover, in the same name and style, during **each of the last three (03) financial years (2022-23, 23-24, 24-25)**, shall not be less than **60% of the estimated contract value**.

The bidder shall submit audited Financial Statements, including Balance Sheet and Profit & Loss Account, duly certified by a Chartered Accountant with valid UDIN.

d) Net Worth

The bidder shall have **positive Net Worth** in **at least two (02) of the last three (03) financial years**.

e) Cash Flow

The bidder shall have **positive Cash Profit** in **at least one (01) of the last three (03) financial years**, supported by audited financial statements.

f) Similar Work Experience

The bidder, in the same name and style, shall have successfully executed and completed similar works during the **last five (05) years**, ending on the last day of the month preceding the month in which the bid is opened, satisfying **any one** of the following criteria:

- i. **One (01)** similar work costing **not less than 80%** of the estimated contract value;

OR

- ii. **Two (02)** similar works, each costing **not less than 50%** of the estimated contract value;

OR

- iii. **Three (03)** similar works, each costing **not less than 40%** of the estimated contract value.

For the purpose of this tender, "Similar Work" shall mean execution of Interior Works and Supply, Installation & Commissioning of Set up Interior Work Electrical Audio Video systems

Supporting Documents

The bidder shall submit the following documents along with the bid:

1. Copies of **Income Tax Returns (ITR)** for the last **three (03) financial years**.
2. Audited Financial Statements, including:
 - o Balance Sheet;
 - o Profit & Loss Account; and
 - o Cash Flow Statement,

for the last **three (03) financial years**, duly certified by a Chartered Accountant with a valid **UDIN**.

Disqualification

Notwithstanding that a bidder meets the prescribed eligibility criteria, the Procuring Agency reserves the right to disqualify a bidder at any stage of the bidding process if the bidder:

- a) Has made any false declaration or submitted misleading information or forged/fabricated documents in the bid or in support of its qualification.
- b) Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion or financial failure etc.

2.2 Eligible Bidders

This Invitation for Bids is open to all eligible bidders who have downloaded the bidding document in their own name from the NCDFI e-Market Portal and satisfy the eligibility requirements specified in this bidding document.

2.3 Bidding Document

The cost of the bidding document shall be **Nil**.

The bidder shall bear all costs associated with the preparation and submission of its bid. NDDB Dairy Services (hereinafter referred to as the "**Procuring Agency**") shall, in no event, be responsible or liable for such costs, irrespective of the conduct or outcome of the bidding process.

For any clarification regarding the bidding document, bidders may contact:

Manager (Procurement)

NDDB Dairy Services
NDDB House, Safdarjung Enclave
New Delhi – 110029

Telephone: 011-49883000 / 011-49883088

2.4 Downloading of Tender Document

The bidding document shall be available for download from the **NCDFI e-Market Portal**:

<https://ncdfiemarket.com/index.php/auctions-2/>

The downloaded document shall be used for preparation and submission of the bid.

The bidder shall ensure that no alteration, addition, deletion or modification is made to the bidding document. If any such alteration or tampering is detected at any stage of the bidding process or after award of the contract, NDDB Dairy Services reserves the right to reject the bid, cancel the contract and take any other action deemed appropriate, including forfeiture of Bid Security/Security Deposit and initiation of legal proceedings, wherever applicable.

2.5 Content of Bidding Documents

The services required, bidding procedures and contract terms are prescribed in the Bidding Documents.

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.6 Clarification of Bidding Documents

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

2.7 Amendment of Bidding Documents

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

The amendment will be uploaded on NDS/NCDFI website. Before submission of the bid, the bidder should check the NDS/NCDFI website for any Corrigendum/additional information on the bidding document, if any.

The amendment will be also uploaded on NCDFI's website. Before submission of the bid, the bidder should check the NCDFI's website for any Corrigendum/additional information on the bidding document, if any

However, non-information in changes/amendments put on website as Corrigendum to the prospective bidders shall not bind the NDS to extend the deadline for the submission of the bids and non-compliance to such Corrigendum by the bidder shall result to non-responsiveness of the bid leading to rejection.

2.8 Preparation of Bid.

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

2.9 Documents comprising the bid

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

- a. A complete description of Services the Bidder to provide and a price schedule completed in accordance with clause
- b. Earnest Money Deposit in accordance
- c. Documentary evidence establishing bidder's eligibility and qualifications
- d. Documentary evidence establishing eligibility and conformity of services
- e. A price schedule completed in all respect.
- f. Even though the applicants meet the above criteria, they are subject to be disqualified if they have:
 - i. Made untrue or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and or,
 - g. Notwithstanding anything stated above, the Procuring Agency reserves the right to assess the Bidders capabilities and capacity to execute the contract satisfactorily before deciding on award.
 - h. Any exceptions the Bidder wishes to take in any aspect of the bidding document or payment schedule including a justification for the exception in the format furnished in Error! Reference source not found.

2.10 Bid Form

- a) The Bidder shall complete the Bid Form furnished in the Bidding Documents and upload the same on the e-portal submit the same along with technical bid.

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

2.11 Bid Submission:

- a) The Bidder shall fill up the Technical and Price Bid at NCDFI Portal mentioning the final prices of the services under the Contract. Bidders must submit a bid for the full quantity specified under Scope of work, failing which, such bids will not be considered for evaluation and comparison and will not be considered for award.
- b) The Bidder shall quote their prices in NCDFI E-Portal only

2.12 Bid Currencies

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

2.13 Documents Establishing Bidders' Eligibility and Qualifications

- a. Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- b. The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid is eligible to bid as defined under Section 1.
- c. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Procuring Agency's satisfaction:
- d. That the Bidder has the financial and technical capability necessary to perform the Contract and meet the minimum qualifying criteria specified at Section 1. To this end, all bids submitted shall include the following information:
- e. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.
- f. Details of experience and past performance of the bidder on the contract's similar nature within the last 3 years and details of current contracts in hand and other commitments.
- g. Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory completion of the services provided.
- h. Qualification and experience of key personnel for successful execution of the contract;
- i. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report of the past three years etc.;
- j. Information regarding any current litigation in which the Bidder is involved.
- k. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have record of poor performance such as abandoning the work, not properly completing the contract etc.

2.14 Documents Establishing Eligibility and Conformity to Bidding documents

- a. Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents for all services, which the Bidder proposes to provide under the Contract.
- b. The documentary evidence of the services conformity to the Bidding Documents may be in the form of literature, drawing and data, and shall furnish:
- c. A statement of deviations and exceptions to the scope of work in the format furnished in the bidding document (Section 8 & 9) (A)- Technical Deviation Statement Form and commercial Deviation Statement Form).

2.15 Earnest Money Deposit (EMD)

The payment should be made on or before 12:00 PM on the date of submission of bids. Tenderer must submit an EMD of Rs. 1,00,000 (Rupees One Lakh only) in the format of e-payment irrespective of the items quoted i.e. schedule wise EMD amount as mentioned in the document will not be considered. Without EMD, the tender will be summarily rejected.

- a. Payment of Earnest Money by cheque, T.D.R and F.D.R. will not be accepted.
- b. Transaction Fees and TDS:

As the bidding is processed through the NCDFI Portal, the awardee vendor must pay:

Transaction Fee - 0.40% of the contract value (+ applicable GST).

TDS u/s 194/O - 0.10% of the contract value.

Payment must be made within two working days of contract award.

Any adjustments in transaction fees and TDS based on the final contract value must be paid promptly or will be adjusted against the EMD amount deposited.

For EMD payment made (RTGS/NEFT), the bidder is requested to send the communication by 12.30 PM on the date of submission of bids in following format through e-mail to etenders@ncdfiemarket.com. The bidder is also required to submit/upload the successful transaction details along with technical bid.

2.16. The EMD may be forfeited:

- If a bidder withdraws or modifies its bid during the period of bid validity
OR
- b) In the case of the successful bidder, if the bidder fails to sign the Contract (i.e., return the signed copy of duplicate Purchase Order, and furnish Performance Security, if asked for)
- c) Unsuccessful bidder's bid security will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of the bid validity of 120 days from the date of bid opening. The successful Bidder's EMD will be discharged upon the Bidders executing the Contract i.e., return the signed copy of duplicate Purchase Order, and furnish the Performance Security, if asked for.
- d) Pursuant to Section 1 the Bidder shall furnish, as part of its bid, EMD as specified in the Schedule of Requirements.

- e) The EMD security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- f) The EMD shall be denominated in Indian Rupees only, and shall be in one of the following forms:
- g) A Demand Draft in favor of NCDFI, payable at as given above from any Nationalized Bank / Scheduled Bank / Foreign Banks having branches in India.
- h) Any bid not accompanied with EMD will be rejected by the Procuring Agency as non-responsive.
- i) Unsuccessful Bidder's EMD will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Procuring Agency, pursuant to Clause 2.16.
- j) The successful Bidder's EMD will be discharged upon the Bidders executing the Contract and furnishing the performance security.
- k) The EMD may be forfeited: If a Bidder withdraws or modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- l) In the case of these successful Bidder, if the Bidder fails:
 - To sign the undertaking and contract in accordance with Clause 2.31;
 And
 - To furnish performance security in accordance with Clause 2.36.

2.17 Period of Validity of Bids

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

2.18 Format and Signing of Bid

- a. The uploaded bid shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.

2.19 Submission of bid

- a. The bidders, who downloaded the bidding documents, are eligible for submission of bids in their names only. The complete bidding document downloaded has to be uploaded along with the bid without any modifications/alternations, as a token of their acceptance towards enclosed scope of work, terms and conditions unconditionally.

1.20 Deadline for Submission of Bids

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

2.20 Late receipt of EMD

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

2.21 Modification and Withdrawal of Bids

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

2.22 Bid Opening and Evaluation

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

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

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

2.23 Preliminary Evaluation

- a) The Procuring Agency will examine the technical bids to determine whether they are complete, whether required supporting documents have been furnished, and whether the bids are generally in order.
- b) The Procuring Agency will also examine whether the bid is complete. If the prices of certain item are found as "0" ("ZERO") it will be presumed that the bidder has included the cost of these items against some other items of the price bid. The bidder shall furnish/upload the details of such inclusions separately.
- c) If the Procuring Agency considers that with these omissions, the offered services is not functional, then the bid will be treated as incomplete and non-responsive.
- d) Arithmetical errors – Not Applicable

- e) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsive to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which affects in any substantial way the functionality, scope, quality or performance of the deliveries or which limits in any substantial way inconsistent with the bidding documents, the Procuring Agency's rights or the bidder's obligations under the contract and the rectifications of which deviations would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- f) A bid determined as not substantially responsive will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- g) The Procuring Agency may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.

2.24 Evaluation and Comparison of Bids

- a. The Procuring Agency will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 2.23 No bid will be considered if the complete requirement covered under the scope of work is not included in the bid. The unit price quoted should be after considering the discount, if any.
- b. The evaluation and comparison of bids will be done on the basis of quoted prices inclusive of applicable taxes and duties as mentioned in price schedule.

2.25 Bid Prices

- a. The Bidder shall indicate on the Price Bid at NCDFI e-Portal the final unit prices (after considering discount, if any) of the goods it proposes to supply under the Contract. Bidders must submit a bid for the full quantity specified under technical specifications, failing which, such bids will not be considered for evaluation and comparison and will not be considered for award. The item wise quoted price should be inclusive of applicable GST.
- b. The item wise price of goods/services to be entered in the NCDFI e-portal shall be on FOR site basis inclusive of applicable GST, but including the charges for packing and forwarding, transportation, transit insurance and all other local costs incidental to delivery of goods/services to their final destination, storage cum erection insurance and safe custody at site.
- c. Please note that it is recommended for the supplier to indicate a single GST rate, as in many cases items may be procured on a composite basis, and a uniform GST rate would apply applicable

It should also be noted that the price evaluation of each item will be based on the total price

inclusive of GST, irrespective of the GST rate quoted by the supplier. No price increase will be entertained after bid submission, and if the bidder refuses to honor their quoted price after the price bid is opened, their EMD may be forfeited.

For example, if a supplier quotes a unit price of **Rs. 100** with an applicable **GST of 5%**, the total price including GST would be **Rs. 105**. However, if the actual applicable GST as per the HSN Code is **18%**, the purchaser will reverse-calculate the basic price from **Rs. 105**. In this case, the basic price would be **Rs. 88.9831**, and **18% GST** on that amount (**Rs. 16.0169**) would again result in **Rs. 105**. Hence, the price including GST (**Rs. 105** in this example) will be considered for evaluation purposes. Bidders are advised to quote accordingly.

Calculation:

- Quoted Price = Rs. 100 + 5% GST = **Rs. 105**
- Revised Basic Price = $105 \div 1.18$ = **Rs. 88.9831**
- GST @18% = **Rs. 16.0169**
- Total = **Rs. 105.00**

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

- a. The item wise price of goods to be supplied/installed and commissioned shall be on FOR site basis inclusive of applicable GST. The item wise price shall also include the charges for packing and forwarding, transportation, transit insurance and all other local costs incidental to delivery of the goods to their final destination, storage cum Erection insurance and safe custody at site.
- b. The Bidder's separation of price components in accordance with above will be solely for the purpose of facilitating the comparison of bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

2.27 Fixed Price

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

2.28 Price Break-up

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

However, for evaluation purpose, prices quoted as indicated in Para 2.25 above only will be considered.

Notwithstanding anything stated elsewhere in the bidding documents, irrespective of mode of the contracting with the successful bidder, the successful bidder will be liable for the payment

of Indian Income Tax, surcharge on Income Tax and any other Corporate Tax, turnover tax etc. if attracted under the provisions of the law. The Procuring Agency shall not bear any tax liability whatsoever irrespective of the mode of contracting

2.29 Contacting the Procuring Agency

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

2.30 Post Qualification

- a. In the absence of pre-qualification, the Procuring Agency will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- b. The determination will consider the Bidder's financial, technical and servicing capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted.
- c. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the Procuring Agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

2.31 Award of Contract

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

2.32 Purchasers Right to Vary Quantities at the Time of Award.

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

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

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

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

2.34 Notification of Award

- a. Prior to expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter/courier/by cable/telex/fax/e-mail, to be confirmed in writing by registered letter/courier, that its bid has been accepted.
- b. The notification of award will constitute the formation of the Contract.
- c. Upon the successful Bidder's furnishing of performance security, the Procuring Agency will discharge the EMD of unsuccessful bidders.

2.35 Signing of Contract

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

2.36 Performance Security

- a. Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance BG (10% of total contract amount) in accordance with the Conditions of Contract, in the Performance Security Form/DD provided in the Bidding Documents or another form acceptable to the Purchaser. Bank guarantee issued only by Nationalized/Scheduled commercial Banks/Foreign banks having branches in India will be accepted.
- b. Failure of the successful Bidder to comply with the requirement of Clause 2.31 or Clause 2.32 shall constitute sufficient reason for Purchase for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
- c. If the bid of the successful bidder is seriously unbalanced in relation to the Purchaser estimate of the real cost of the work to be performed under the contract, the Purchaser may require additional performance security to protect the Purchaser against financial loss in the event of subsequent default of the successful bidder under the contract. The value of the additional performance security shall be decided by the Purchaser based on mutual discussions with the successful bidder. The additional performance security shall be valid until the completion of contract or the Purchaser may decide as.

2.37 Bid Form

- a. The Bidder shall complete the Bid Form (Format given as Error! Reference source not found.) furnished in the Bidding Documents and provided the same along with technical bid.
- b. All the required document duly sealed & signed should be submitted before the specified date and time at NCDFI Portal.

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

2.39 Date of Delivery:

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

Section 3 General Terms & Conditions of the Contract

3.1 Definitions

- a. The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b. The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c. The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- d. Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e. The Purchaser" means the Organisation purchasing the Goods and services.
- f. The Supplier" means the individual or firm supplying the Goods and services under this Contract; and
- g. Procuring agency means the agency which is deriving the rates by following this tendering process.

3.2 Country of Origin

For purpose of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.

3.3 Standard:

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

3.4 Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

3.5 Inspection and Tests

- a. The Purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract. The Special Conditions

of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives, if retained for these purposes.

- b. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Good's final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser. In case of any defects or deficiency notified by the Purchaser's inspection authority, the Supplier will rectify and make good the same without delay and not proceed with further processing of such item(s) of Goods without obtaining approval from the inspection authority.
- c. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- d. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment from the country of origin.
- e. The Supplier shall give to the Purchaser 07 days' notice of the date after which he will be ready to make the tests of completion (the Test). Unless otherwise agreed, the Tests shall take place within 07 days after the said date on such day or days, as the Purchaser shall notify the Supplier.
- f. If the Tests are being unreasonably delayed by the Supplier the Purchaser may give notice requiring the Supplier to make the tests within 07 days after the receipt of such notice. The supplier shall make the Tests on such days within that period as the Supplier may fix and of which he shall give notice to the Purchaser.
- g. If the Supplier fails to make the Tests within 07 days the Purchaser may himself proceed with the Tests. All tests so made by the Purchaser shall be at the risk and cost of the Supplier and the cost thereof shall be deducted from the Supplier's price. The test shall then be deemed to have been made in the presence of the Supplier and results of the tests shall be accepted as accurate.
- h. If the Goods/services or any section fails to pass the Tests, the Supplier may require such tests to be repeated on the same terms and conditions. All costs to which the Purchaser may be put to by the repetition of the tests shall be deducted from the Contract Price.
 - If the Goods/Services or any Section fails to pass the Tests on the repetition the Purchaser after due consultation with the Supplier, shall be entitled to:
 - Order one further repetition of the Tests or

- Reject the Goods or a section thereof in which event the Purchaser shall have the same remedies against the Supplier.
- i. In considering the results of tests carried out and the Purchaser shall make allowances for the effect of any use of the Goods by him on the performance or other characteristics of the Goods.
- j. As soon as the Goods/Services or any section thereof has passed the tests, the Purchaser shall issue a certificate to the Supplier to that effect.
- k. The Goods and Services shall be accepted by the Purchaser when they have been completed in accordance with the contract, except in minor respects that do not affect the use of the Goods for their intended purposes and having passed the tests on completion and a taking over certificate has been issued or deemed to have been issued.
- l. The Supplier may apply by notice to the Purchaser for a taking over certificate not earlier than 14 days before the goods will in the Supplier's opinion be complete and ready for taking over.
- m. The Purchaser shall within 28 days after the receipt of the Supplier's application either:
 - Issue the taking over certificate to the Supplier stating the date on which the works were complete and ready for taking over, or
 - Reject the application giving his reasons and specifying the work required to be done by the Supplier to enable the taking over certificate to be issued.
 - If the Purchaser fails either to issue the taking over certificate or to reject the Supplier's application within the period of 28 days he shall be deemed to have issued the taking over certificate on the last day of that period.
 - If the services are divided by the Contract into sections the Supplier shall be entitled to apply for separate taking over certificate for each such section.
 - The Purchaser shall not use any part of the Goods (deemed necessary by the purchaser) unless taking over certificate has been issued in respect thereof. If nevertheless the Purchaser uses any part of the Goods that part which is used shall be deemed to have been taken over at the date of such use. The Purchaser shall on request of the Supplier issue a taking over certificate accordingly. If the Purchaser uses any part of the Goods before taking over, the Supplier shall be given the earliest opportunity of taking such steps as may be necessary to carry out the tests on completion.
 - If the Supplier fails to remedy a defect or damage pointed out by the Purchaser within a reasonable time, the Purchaser may fix a final time for remedying the defect or damage.
- n. If the Supplier fails to do so, the Purchaser may:
 - Carry out the work himself or by others at the Supplier's risk and cost, provided that he does so in a reasonable manner. The costs properly incurred by the Purchaser in remedying the defect or damage shall be deducted from the Contract Price, but the Supplier shall have no responsibility for such work, or Require the Supplier to grant the Purchaser a reasonable reduction in the Contract Price to be agreed or fixed by

arbitration or If the defect or damage is such that the Purchaser has been deprived of substantially the whole of the benefits of the Goods or a part thereof, he may terminate the Contract, in respect of such parts of the Goods as cannot be put to the intended use. The Purchaser shall, to the exclusion of any remedy be entitled to recover all sums paid in respect of such parts of the Goods together with the cost of dismantling the same, clearing the site and returning plant to the Supplier or otherwise disposing of it in accordance with the Supplier's instructions.

- If the defect or damage is such that repairs cannot be expeditiously carried out on the site, the Supplier may with the consent of the Purchaser remove from the site for the purpose of repair any part of the works which is defective or damaged, after furnishing a suitable guarantee as may be prescribed by the Purchaser.
- If the replacement or renewals are such that they may affect the performance of the services, the Purchaser may request that the tests on completion be repeated to the extent necessary. The request shall be made by notice within 28 days after the replacement or renewal. The tests shall be carried out in accordance with above mentioned clauses .
- Until the final certificate of commissioning has been issued, the Supplier shall have the right of access to all parts of the Goods and to the records of the working and performance of the Goods and Services.
- Such right of access shall be during the Purchaser's normal working hours at the Supplier's risk and cost. Access shall also be granted to any duly authorized representative of the Supplier whose name has been communicated in writing to the Supplier.
- Subject to the Purchaser's approval, the Supplier may also at his own risk and cost Make any tests, which he considers desirable.
- The Supplier shall not be liable for any defect resulting from designs furnished or specified by the Purchaser.
- Nothing in the clause 3.5 shall in any way relieve the Supplier from any warranty or other obligations under this Contract.

3.6 Packing and Marking

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documents within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and any subsequent instructions given by the Purchaser

3.7 Insurance

The Goods supplied under the Contract shall be fully insured in Indian Rupees or a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage at site, delivery and upto to handing over of the plant and equipment in the manner specified in the Special Conditions of Contract.

Where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for marine insurance naming the Purchaser as the beneficiary. The Supplier shall provide a copy of the insurance policy along with invoice to the purchaser who will decide to extend the validity of the policy, if necessary.

Should any loss or damage occur, the Supplier should -

- a. Initiate and pursue claim till settlement, and
- b. Promptly decide for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

3.8 Transportation

Where the Supplier is required under the Contract to deliver the Goods FOR DESTINATION, as specified in the schedule of requirements. Transportation shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required to effect delivery under any other terms, for example, by post or to another address in the source country, the Supplier shall be required to meet all transport and storage expenses until delivery.

In all the cases, transportation of the Goods up to the project site shall be the responsibility of the Bidder and the cost thereof shall be included/indicated in the contract price.

Where the Supplier is required under the Contract to deliver the Goods CIF, no further restriction shall be placed on the choice of the ocean carrier.

3.9 Incidental Services

As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following services:

- a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and manuals covering the operation and maintenance of automation software and control systems.
- d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. Conduct of training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods.
- f. Prices charged by the Supplier for the preceding incidental services, if not included in the price for the Goods, shall be agreed upon in advance by the parties and shall not

exceed the prevailing rates charged from other parties by the Supplier for similar services.

3.10 Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

3.11 Bank Guarantee:

- a. Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance BG (10% of total contract amount) in accordance with the
- b. Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Purchaser. Bank guarantee issued only by Nationalized/Scheduled commercial Banks/Foreign banks having branches in India will be accepted.

- i. A bank guarantee issued by a Nationalized Indian Bank or a foreign bank having branches in India valid for 3 months (claim period) beyond the defect liability period/warranty period.

OR.

- ii. Demand Draft issued by Nationalized Bank/ Scheduled Bank/ Foreign Bank having branches in India in favor of Purchaser payable at his location will be informed later on (awardee bidder)
- iii. The Bank Guarantee will be discharged by the Purchaser and returned to the Supplier not later than 30 days after defect liability period/ warranty period.

3.12 Date of Delivery:

Date of delivery prescribed shall be deemed to be the essence of the purchase order/contract. Each unit of an item shall be delivered to destination not later than the delivery date specified in the order.

3.13 Liquidated Damages:

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

0.5% of full contract value for each completed week of delay

OR

0.5% of the value of the delayed items/services only, for each completed week of delay

The total amount so deducted shall not exceed 10% of the Contract value. Once the maximum is reached, the Purchaser may consider termination of the contract.

Week comprising of 7 days including holidays and any incomplete week shall be ignored for the calculation of liquidated damages.

Purchaser may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its capacity, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

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

3.14 Termination of contract:

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

3.15 Termination for Convenience

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

3.16 Termination in Consequence of Force Majeure

If circumstances of Force Majeure have occurred and shall continue for a period of 182 days then, notwithstanding that the Supplier may by reason thereof have been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other 28 days' notice to terminate the Contract. If at the expiry of the period of 28 days Force Majeure shall still continue the Contract shall terminate.

If the Contract shall be terminated as aforesaid the Supplier shall be paid by the Purchaser (in

so far as such amounts or items have not already been covered by payments on account made to the Supplier) for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

a. The amounts payable in respect of any preliminary items, so far as the work or service comprised therein has been carried out or performed, and a proper proportion as certified by the Purchaser

of any such items the work or service comprised in which has been partially carried out or performed.

b. The cost of materials or goods reasonably ordered for the Works or for use in connection with the Works which shall have been delivered to the Supplier or of which the Supplier is legally liable to accept delivery (such materials or goods becoming the property of the Purchaser upon such payment being made by him).

c. A sum, to be certified by the Purchaser, being the amount of any expenditure, which in the circumstances was reasonably incurred by the Supplier in the expectation of completing the whole of the Works, in so far as such expenditure shall not have been covered by the payments in this Sub-Clause before mentioned.

d. The reasonable cost of removal under Sub-Clause 2 of this Clause and (if enquired by the Supplier) return thereof to the Supplier's works in his country or to any other destination at no greater cost.

e. The reasonable cost of repatriation of all the Supplier's staff and workmen employed on or in connection with the Works at the time of such termination.

Provided always that, against any payments due from the Purchaser under this Sub-Clause, the Purchaser shall be entitled to be credited with any outstanding balances due from the Supplier for advances in respect of Plant and materials, and any sum previously paid by the Purchaser to the Supplier in respect of the execution of the Works.

3.17 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if:

a. The Supplier becomes bankrupt or otherwise insolvent,

b. The Supplier being a Company is wound up voluntarily by the order of a Court receiver, liquidator or Manager appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court

or debenture holders to appoint a receiver, liquidator or a Manager, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3.18 Resolution of Disputes

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser

and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration. The mechanism shall be specified in the Special Conditions of Contract.

3.19 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

3.20 Right to use defective Goods

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the Goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such Goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchasers' operation.

3.21 Penalty:

In the event of the Contractor's failure to execute the work entrusted to him under this contract satisfactorily, Purchaser shall make alternative arrangement to do it and the difference of cost incurred by Purchaser, thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.

If the service provided by the agency is found to be unsatisfactory, the same shall be brought to their notice in writing and if no improvement is found in a stipulated time, then a penalty up to 10% of the monthly payment value will be imposed and same shall be recovered from the monthly bill.

3.22 Entire agreement

This Tender Document, the Bid submitted by the successful Bidder, the Letter of Award/Purchase Order, and all documents specifically referred to therein shall constitute the entire agreement between the Purchaser and the successful Bidder. No amendment, modification, or variation of the terms and conditions shall be valid unless made in writing and duly approved by the Purchaser.

3.23 Taxes, duties and levies

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

3.24 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.

3.25 Payment Term.

70% payment shall be made within 30 days after Completion of supply & testing and against the submission of BG of 10% amount of contract value including D. Balance 30% shall be made after installation and commission of equipment at site or 3 months from the date of supply whichever earlier.

All the bank guarantee/s should be in the pro-forma prescribed by purchaser and from a Nationalized Bank or a foreign bank having branches in India. The performance/retention bank guarantees should be valid up to 120 days beyond the warranty period.

3.26 Insurance:

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

3.27 Rejection:

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

3.28 Warranty:

The supplier/ contractor must provide a warranty for a minimum period of as mentioned in the technical specification from the date of commissioning of equipment for the satisfactory performance of the supplied equipment according to the designed/ rated/ installed capacity or any other norms fixed by Purchaser. If the equipment remains out of order during this period, the warranty will be accordingly extended by period the equipment was out of order due to non-repair by the supplier/ contractor.

3.29 Drawings, Specifications & Manuals:

Wherever applicable, prior to commencement of fabrication, the supplier/ contractor shall have

to submit for Purchaser's approval three sets of drawings of all the items ordered for supply, showing overall dimensions with typical sections, details of service connections and their equipment, details of drive units etc. for each equipment. Soft copy of the final (As built) drawings shall be submitted. In case of items for which drawing are provided by Purchaser, the supplier/ contractor shall fabricate/ manufacture the items strictly in accordance with these drawings and any other instruction given by Purchaser. For such items, there is no need for the supplier/ contractor to submit the drawings to Purchaser for approval prior to commencement of fabrication/ manufacture. Where documents and drawings are supplied to the supplier/ contractor by Purchaser, the same must be treated as confidential, must not be copied, reproduced, transmitted or disclosed otherwise in whole or part, nor duplicated, modified, divulged or discussed with any third party nor used in any other way without the consent of Purchaser in writing. All such documents and drawings, shall be the property of Purchaser and they must be returned to Purchaser after execution of the order. Wherever applicable, 3 sets of equipment manual should be provided along with the consignment.

3.30 Variation:

The Purchaser can make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Supplier to do and the Supplier shall do any of the following:

- a. Increase or decrease the quantity of any work included in the contract,
- b. Omit any such work,
- c. Change the character or quality or kind of any such work,
- d. Change the levels, lines, position and dimensions of any part of the works, and
- e. Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract price. All extra or additional work done or work omitted by order of the Purchaser shall be valued at the rates and prices set out in the contract if in the opinion of the Purchaser, the same shall be applicable. If the contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Purchaser and the Supplier, with consideration of Overhead & Profit limiting to 15%. In the event of disagreement, the Purchaser shall fix such rates or prices as shall, in his opinion, be reasonable and proper.

3.31 Sub-Contract:

In the event of awarding sub-contract to any party/parties by the supplier/ contractor for the manufacture/supply/erection of any parts/spares/components that will be used in ordered equipment, the supplier/ contractor must furnish the details about their sub-contract also. The responsibility regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors' rests on the supplier/ contractor.

3.32 Spares :

If asked for, the supplier shall provide a list of spare parts, which will be required for the plants and equipment supplied for at least two years of normal operation with the names and the

addresses of the manufacturers from whom these can be procured. The list should contain the code numbers of the parts, which are required to be procured, in addition to the machine number, models etc.

3.33 Inspection:

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

3.34 Dispatch Instructions:

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

3.35 Demurrage:

The supplier shall bear and reimburse to Purchaser the full demurrage, if any, paid by reason of delay on their part in forwarding the original despatch documents to the destination mentioned in the purchase order.

3.36 Submission of Bills:

Bills in triplicate stating therein the purchase order reference along with necessary copies of despatch documents are to be submitted as per instructions given in the purchase order. Unless otherwise stated, the payment shall be made by Crossed Account Payee cheque according to the terms of payment mentioned in the purchase order.

3.37 Electricity:

Electricity required for execution of works at site will be provided free of cost. However, necessary arrangements for tapping/connection etc. will have to be made by the contractor at his own cost.

3.38 Force Majeure:

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier/ contractor nor Purchaser shall be considered in default in performance

of his/their obligations hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract/purchase order.

a. 3.39 Arbitration

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

3.40 Jurisdiction

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

3.41 Negligence or default of contractor:

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

- i. 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 NDS.
- ii. 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.

3.42 Cancellation of contract and refund of advance:

NDS shall be free to cancel the order either in full or in part, in the case of non-delivery of material/non-completion of installation within the stipulated delivery period or breach of any of the clauses mentioned herein. In the event of cancellation of order, the supplier/ contractor will be liable to refund the advance, if paid, along with interest at the rate of 9% per annum on the advance paid for the entire period for which the advance was lying with the supplier/ contractor. The supplier/ contractor has no right to forfeit the advance amount received by him and shall have to return the advance amount with accrued interest calculated @9% p.a.

Section 4(a) Technical Requirement of the Contract

SrNo	Short Name	ItemDescription	Quantity	UOM
1	item Code 100029135 Electrical Work	Supply, Installation, Testing & Commissioning of ON LINE UPS system with SMF battery and 30 min back and with battery rack complete in all respect. 1 set. of 7.5 KVA UPS Single Conversion Type UPS 1 ph in 1 ph out for unbalance (Computer) load with 30 minutes backup. Battery Rack with protective cage is included in the scope of supply.	4	Nos
2	item Code 100029258 Electrical Work	Supplying, installation, testing and commissioning of Minimum 86"(inch) Interactive LED display with 3840*2160 (4K UHD) Resolution, Minimum 20 Touch Point Multi finger touch, Built-in speakers: 2 x 20W RMS , Minimum Anroid 11 Supported OS, 32GB Flash Memory , Minimum 4GB DDR4 RAM , Built in Memory 32 GB & Upgradable up to 64GB, Minimum 450 Cd/m2 brightness, Built in Wi-Fi 6 module, Interfaces : HDMI IN X 3NOS., HDMI Out X1, USB Type C X 2NOS., USB Type A X 4NOS., USB Type B X 2 NOS., OPS Slot, RJ45 X 2 NOS., Microphone In, Camera Module and wall mount kit as per site requirement. as per technical specification etc. as required.	1	Nos
3	item Code 100029260 Electrical Work	Supplying, installation, testing and commissioning of 1080p 4000LM lumens 3LCD Laser Projector, With Standard Lens, Input terminal : D-Sub 15Pin X 2NOS. HDbaseT RJ45 x 1, HDMI X 2NOS., Stereo Mini Jack x 2NOS. Output Terminal : D-Sub 15Pin: 1 Shared with Computer 2, Stereo Mini Jack: 1 with ceiling mount kit (2feet + 2feet) or as per site requirement, as per site requirement as per technical specification etc. as required.	10	Nos
4	item Code 100029261 Electrical Work	Supplying, installation, testing and commissioning of 5000 lumens WUXGA 3LCD Laser Projector, Contrast Ratio - 2,500,000 : 1, With Standard Lens, Input terminal : D-Sub 15Pin X 2NOS. HDbaseT RJ45 x 1, HDMI X 2NOS., Stereo Mini Jack x 2NOS. Output Terminal : D-Sub 15Pin: 1 Shared with Computer 2, Stereo Mini Jack: 1 with ceiling mount kit (2feet + 2feet) or as per site requirement, as per site requirement as per technical specification etc. as required.	2	Nos
5	item Code 100029275 Electrical Work	Supply, Installation, Testing & Commissioning of 6.5" Two-way 60 Watt @8 ohms rimless Ceiling loudspeaker with magenatic grill suitable for 70/100 V line, 60 Hz - 20 KHz frequency response, SPL Max.104 dB, Sensitivity 86dB (1W @ 1m).as per the technical specifications etc. as required.	40	Nos
6	item Code 100029276 Electrical Work	Supply, Installation, Testing & Commissioning of Two-way 60 Watt @8 ohms Wall Surface Mount loudspeaker with 70/100 V line, 60 Hz - 20 KHz frequency response, SPL Max.104 dB, Sensitivity 86dB (1W @ 1m).as per the technical specifications etc. as required.	10	Nos
7	item Code 100029277 Electrical Work	Supply, Installation, Testing & Commissioning of 1 X 120 W Mixing Amplifier, Supports 4Ω and 70V/100V outputs, Class D amplifier topology, Two mic/line level inputs with 48V phantom power. Frequency Response Mic: 50 Hz - 20 KHz, Four stereo inputs, Four priority levels for audio routing, 24V priority output overrides local volume controls, CE marked, UL listed, and RoHS compliant, as per technical specification etc. as required.	4	Nos

8	item Code 100029281 Electrical Work	Supply installation testing and commissioning of UHF Wireless Cardioid dynamic handheld microphone system with Frequency Response of 100 Hz to 15 kHz (+1 dB, -3 dB), RF Sensitivity 20 dBuV at 60 dBA S/N ratio (50Ω termination), Total Harmonic Distortion <1.0% (at 1 kHz, ±20 kHz deviation) , Dynamic Range > 110dB , on/off switch operating range 100 mtrs , RF Power Output High: 30 mW, Low: 10 mW (switchable) at 50 Ω , Multiple band with 10 channels on each band ; maximum Output level XLR / Balanced: +9 dBV & 6.3 mm (¼") / Unbalanced: +4 dBV as per technical specification etc. as required.	10	Nos
9	item Code 100029289 Electrical Work	Supply, Laying, Testing and Commissioning of Ultra Flexible High Speed HDMI Cables HDMI Cable 5 Meter HDMI 2.0 Cable Male to Male, support Deep Color, 4K 4096 x 2160 @60Hz; 3840 x 2160 @ 60Hz 4:4:0, Minimum conductor gauge - 30AWG, gold Plating, as per technical specification etc. as required.	5	Nos
10	item Code 100029290 Electrical Work	Supply, Laying, Testing and Commissioning of Ultra Flexible High Speed HDMI Cables HDMI Cable 10 Meter HDMI 2.0 Cable Male to Male, support Deep Color, 4K 4096 x 2160 @60Hz; 3840 x 2160 @ 60Hz 4:4:0, Minimum conductor gauge - 30AWG, gold Plating, as per technical specification etc. as required.	4	Nos
11	item Code 100029291 Electrical Work	Supply, Laying, Testing and Commissioning of Ultra Flexible High Speed HDMI Cables HDMI Cable 15 Meter HDMI 2.0 Cable Male to Male, support Deep Color, 4K 4096 x 2160 @60Hz; 3840 x 2160 @ 60Hz 4:4:0, Minimum conductor gauge - 30AWG, gold Plating, as per technical specification etc. as required.	1	Nos
12	item Code Electrical Work	SITC of 100kva Silent DG set- Three Phase Silent Diesel Generator Set comprising of Water cooled Engine @ 1500 RPM coupled with 3Phase, 415 Volts, 50 Hz, 0.8 pf Alternator mounted on a base frame along with Fuel Tank, Battery with leads, first fill of lubricating Oil, Engine Safeties & Protections, Anti Vibration Mounting Pads, Control Panel and Acoustic Enclosure as per the CPCB Norms. The Kirloskar 100 kVA Three Phase Silent Diesel Generator is a high-performance power solution manufactured, exported, and supplied from Ahmedabad, Gujarat, India. Engineered with the robust KG1-100WS engine model and featuring the reliable Kirloskar Green alternator, this generator delivers consistent power output with reduced noise levels, making it ideal for industrial, commercial, and institutional use. It has a fuel tank capacity of 230 liters and a fuel consumption rate of 21.9 liters per hour, ensuring extended operation with fewer refueling interruptions. Built for efficiency and durability, the generator comes in a compact size of 3200x1300x1795 mm, with a bore and stroke of 105*125, ensuring smooth operation and longevity even in demanding environments.	1	Nos
13	item Code Epson / Sony / LG Electrical Work	Supplying, installation, testing and commissioning of 3 LCD Laser Technology 7000,LCD, WUXGA Resolution, Interfaces: HDMIx2, HDBaseTx1, RJ45, Contrast Ratio: 25,00,000:1, with required projector mounting bracket as per site requirement as per tender specification.	1	Set

14	item Code Liberty GrandView / Drapper / Da-lite Electrical Work	Supplying, installation, testing and commissioning of 164 inch diagonal Tabular motorized Fiber Glass, 16:10 format ration Projector Screen with Ceiling / Wall mount bracket, Should have IP Multi Control Screen as per tender specification.	1	Set
15	item Code Newline / ViewSonic / Samsung Electrical Work	Supply Installation Testing & Commissioning of 43 Inch 4K Display - 24 X 7 Per Day Functionality, Brightness: 520 nits (typ.), Contrast Ratio: 4000:1, Response Time: 6.5ms, Surface Treatment: Anti-Glaire, 3H hardness, Haze 25%, Type/ Tech: TFT LCD Module DLED backlight, Supported Colors: 1.07G (8bits + FRC), Orientation: Landscape & Portrait, Should have Android 14 Embedded OS with Processor: Quad-core, 4GB RAM, 32Gb Storage, Input port- HDMI: 2.1 x2 (HDCP 2.2) RS-232: x 1 IR Pass Thru: x 1, OUTPUT Port: RS232: x 1 IR Pass Thru: x1, USB Port : Type A: 2.0 x 2 Type C: x1 ((DP1.2, PD 15W, USB2.0), Should have 10Wx2, as per technical specification attach.	2	Set
16	item Code Electrical Work	Lights (Volleyball & Bedminton court) : Supply & Installation of LED lights : 8 Nos. LED Lights: 200 W Power : 200W, Voltage: 100-265 V AC 50-60 Hz. Luminous Efficiency : 100l m/w. Beam angle : 120 degree CCT: 5700k. Ra>70 Material : Aluminium SMD LEDs IP grade : IP65 waterproof Installation of luminary and wiring with armoured cable on GI poles Provision of MCB and all accessories with outdoor junction boxes. Supply of cables 2 C 2.5sqmm coil (Armoured) Main line from nearest source.	2	Job
17	item Code Light Work	SITC of linear lights are elongated, energy-efficient LED fixtures designed for modern spaces, available in suspended, recessed, and surface-mounted options. They feature sleek, minimalist designs with features like seamless, end-to-end connectivity, high-efficiency and uniform illumination, and long lifespans 4 foot 30 Watt. (minimum IP 20 protected) neutral white light colour lumen output of minimum 4000 lumens maintain min. 70% of lumen output at 50000 burning hrs. Minimum inbuilt surge protection of minimum 2KV THD<10%. Servicability class B The fixture should be complete with all necessary surface mounting accessories. LM80 & LM79 report, technical test certificate of the fixture in accordance with IS & IEC standards and detailed driver report to be submitted.	80	Nos
18	item Code Light Work	SITC of Down Light an energy-efficient LED downlight with a sleek, rimless design. It provides wide, glare-free illumination suitable for various indoor spaces like homes, offices, and retail environments 15W Downlight. lumen output of minimum 1350 lumens maintain min. 70% of lumen output at 50000 burning hrs. Minimum inbuilt surge protection of minimum 2KV THD<10%. Servicability class B The fixture should be complete with all necessary surface mounting accessories. LM80 & LM79 report, technical test certificate of the fixture in accordance with IS & IEC standards and detailed driver report to be submitted.	182	Nos

19	item Code Light Work	SITC of COB Light high power, 15W LED COB Light which consumes a maximum of 300mA. The size of the LED is 11 mm and is commonly used in LED Bulb manufacturing. lumen output of minimum 1350 lumens maintain min. 70% of lumen output at 50000 burning hrs. Minimum inbuilt surge protection of minimum 2KV THD<10%. Servicability class B The fixture should be complete with all necessary surface mounting accessories. LM80 & LM79 report, technical test certificate of the fixture in accordance with IS & IEC standards and detailed driver report to be submitted.	50	Nos
20	item Code Light Work	SITC OF linear lights are elongated, energy-efficient LED fixtures designed for modern spaces, available in suspended, recessed, and surface-mounted options. They feature sleek, minimalist designs with features like seamless, end-to-end connectivity, high-efficiency and uniform illumination, and long lifespans 8 foot 60 Watt. lumen output of minimum 5500 lumens maintain min. 70% of lumen output at 50000 burning hrs. Minimum inbuilt surge protection of minimum 2KV THD<10%. Servicability class B The fixture should be complete with all necessary surface mounting accessories. LM80 & LM79 report, technical test certificate of the fixture in accordance with IS & IEC standards and detailed driver report to be submitted.	60	Nos
21	item Code Light Work	SITC OF 10W LED Linear Cabinet Light 2Ft Cool White (6500K) Bright & Slim Aluminium Base Tubelight 17mm Width, 8mm Height Under Cabinet Light for Wardrobe,Kitchen Shelf	8	Nos
22	item Code Light Work	SITC OF 1ft bollard light is a short, 12-inch upright outdoor light designed to illuminate pathways, gardens, and driveways with ambient lighting 07 Watt. With 8inchX8incX1ftheight RCC base to fix bollard maintain min. 70% of lumen output at 50000 burning hrs. Minimum inbuilt surge protection of minimum 2KV THD<10%. Servicability class B The fixture should be complete with all necessary surface mounting accessories. LM80 & LM79 report, technical test certificate of the fixture in accordance with IS & IEC standards and detailed driver report to be submitted.Fiture must be IP-54 Protection	25	Nos
23	item Code Light Work	Supply and installation of hot dip galvanized street light pole 6000 MM long made from 2.5mm thk Hot rolled SteelSheet and HDGI with Gray Powercoating of 7tank process with pipe bomttom dia 132mm and top dia should be 76mm with 250X250X10mm thk base plate with foundation bolts, switch box with 30A, 4 way connector for phase, & neutral, 10 A SP MCB, GI earthing pipes with Internal Junction Box earthing wires etc complete as per the detail drawing and technical specification with single arm on top. The rate of the Item also includes the cost of excavation in ground for pole foundation, Reinforcement Steel, Cement concrete of 1:2:4 grade, necessary shuttering, bed concrete with PCC (1:4:8), back filling of excavated earth, water curing of concrete for 7 days, supply & laying of "A" Class GI pipes in the foundation for laying wires/Cables and earthings, etc. complete as directed and as per the drawing.	10	Nos

24	item Code Light Work	Supply of LED OUTDOOR POST TOP Light - 60W minimum 4500 lumen output min. 70% of lumen output at 50000 burning hrs (minimum IP 65 protected) Powder coated pressure die cast aluminium housing . Neutral white light colour. surge protection of minimum 5KV THD<10%. Complete with all necessary mounting accessories for mounting on typical street light poles & brackets. Fixture catalogue, LM80 & LM79 report, technical test certificate of the fixture in accordance with IS & IEC standards and detailed driver report to be submitted. Suggested Make and Model No.: Wipro: LP05-711-XXX-57-XX or Lighting Technologies (Round Shape holder)	10	Nos
25	item Code 100001704 Light Work	The Crompton SilentPro Enso 1200mm BLDC fan is an energy-efficient, remote-controlled ceiling fan designed for silent operation and high air delivery. It features an ActivBLDC motor that consumes approximately 42W, has a 5-star energy rating, and delivers 14400 m ³ /hr of airflow. with appropriate size of fan road with clamp and all accessories to fix fan	167	Nos
26	item Code 100001705 Light Work	The Crompton Drift Air Plus 300mm is a wall-mounted exhaust fan designed for ventilation in areas like kitchens and bathrooms, offering powerful air delivery of approximately 1160 CMH at 1350 RPM.	25	Nos
27	item Code 100001705 Light Work	The Crompton Brisk Air Plus 200mm is an exhaust fan designed for indoor ventilation in rooms like kitchens and bathrooms. It features automatic dust-protection shutters and a rust-proof body for durability. Some models include an anti-dust coating.	24	Nos
28	item Code Light Work	SITC OF dot less led strip light with aluminium housing size upto 25mm with milky white acrylic diffuser and appropriate size of led Driver.	100	Meter
29	item Code Light Work	Sitc of 24wt led track light with Track strip surface-mounted options. They feature sleek, minimalist designs with features like seamless, end-to-end connectivity, high-efficiency and uniform illumination, and long lifespans 8 foot 60 Watt. lumen output of minimum 5500 lumens maintain min. 70% of lumen output at 50000 burning hrs. Minimum inbuilt surge protection of minimum 2KV THD<10%. Servicability class B The fixture should be complete with all necessary surface mounting accessories. LM80 & LM79 report, technical test certificate of the fixture in accordance with IS & IEC standards and detailed driver report to be submitted.	50	Nos
30	item Code Electroni Items	Providing and erecting water cooler having storage capacity 80Ltr. & cooling capacity 80 Ltr.per hour @ an ambient temp of 45° C. The outlet temp. of the water should drop by 15° C within a hour, The water cooler should be comprising of hermetically sealed energy efficient compressor, fan motor, condensing unit, water tank surrounded by evaporating coil, Auto control,thermostats, relay ,refrigerant used to be CFC and ECO Friendly etc. complete with necessary inlet & outlet connection. The body of water cooler will be made from Stainless Steel. Water cooler to have one year warranty	4	Nos

31	item Code Electroni Items	Supplying & erecting 5 stage(RO+UV+UF+ TDS controller/adjustment) single reverse osmosis water purification system with TFS Polyamide / Desal/ Filmtee dow/ Thin Film composite RO membrane &- 0.1 to 0.001 micron.,ABS food grade plastic,Total Dissolved Solids of Up to 1500 ppm.Total Hardness of Less than 100ppm .Auto start, auto-stop based on water level in water cooler tank ,Electronics sensor for controlling water overflow from water cooler tank.,Suitable as attachment to water cooler,Auto flushing,Minimum 90% Rejection ,The double purification of RO+UF removes even dissolved impurities such as chemicals,bacteria,viruses and salts,making the water 100% pure,210 to 250 V AC, 1 PH, 50 Hz ,One Year ON Site Warranty ,LPH capacity & erected as directed [A] 50 Ltr / Hr with 50 Ltr. Storage Tank	4	Nos
32	item Code 100001952 Electroni Items	Supply of Storage Type Vertical Storage Electric Water Heater (Geyser) of 25 Liters Capacity Complete with all accessories,PUF Insulated,Stainless Steel inner Tank with Rust Proof Coating 2kW heating Element,Temperature Setting thermostat type thermal cut-off, Pressure Safety Valve,Non Return Valve,Indication Lamp for Electric Power Supply Cut-off Indication,BEE-5 Star Rating,Rated pressure -8 Bar, Single Phase,50 Hz,minimum 2 Years warranty for Gyser & Heating Element & Minimum 5 Years warranty for inner Tank Suggested Make & Model :Bajaj New Shakti 25L/Racold Ethernos 2 /AO Smith HSE-VAS 025/Equivalent in Jaquar /Equivalent in Crompton	16	Nos
33	item Code Electroni Items	Supply of 12KG TOP loaded Washing machine	4	Nos
34	item Code VRF/V System	OUTDOOR UNITS VRF SYSTEM Specified Tonnage is actual, delivered TR at 45 DegC Ambient & 24 DegC Room temperature. ODU TR should be equal to or higher than the calculated cooling load after allowing for de-rating due to ambient & piping length. All outdoor equipment shall be capable of operating up to 46 DegC (115 DegF) ambient temperature. Note: 1) Configuration of ODUs (Tonnage & Numbers to be selected by bidder as per manufacturing range) 2) Rates Include Unload AC Units At site shifting at installation location MAKE: DAIKIN / Mitsubishi34.0hp (16HP+18HP)	2	Nos
35	item Code VRF/V System	CASSETTE INDOOR UNIT FOR MINI VRF/V SYSTEM Including indoor unit, remote control, indoor panel board, electrical wiring between indoor unit & the respective power supply point, all controls, RA filters, etc. (Note: In case of non-availability of exact specified capacity, quote next higher capacity machine 2) Rates Include Unload AC Units At site shifting at installation location) MAKE: DAIKIN / Mitsubishi Regular Cassette Unit 3.5 TR -Regular 4 Way Cassette Unit	12	Nos
36	item Code VRF/V System	OEM Supplied Ref Joint For VRV/F Systems	12	Nos
37	item Code VRF/V System	Cordless Remote for Ductable/Middle Static Hide Away A/C (After deducting cost of corded remote)	12	Nos

38	item Code Low Side Work (Piping, Stands, Drain Piping ETC.,)	Condensing Unit Stand for ODU's Placed on terrace Epoxy coated or hot-dip galvanized platform type MS stands of adequate weight-bearing capacity as per site condition. Rates to include double rubber pads & galvanised MS plate for each leg. VRV Units	2	Job
39	item Code Low Side Work (Piping, Stands, Drain Piping ETC.,)	Condensing Unit Stand for ODU's Placed on terrace Epoxy coated or hot-dip galvanized platform type MS stands of adequate weight-bearing capacity as per site condition. Rates to include double rubber pads & galvanised MS plate for each leg. FOR NON VRV UNITS	1	Job
40	item Code Low Side Work (Piping, Stands, Drain Piping ETC.,)	Insulated Refrigerant Pipes, Fittings, Electrical Wiring, Control Cabeling(From IDU to ODU) ETC.,Refrigerant pipes, pipe fittings, GI angles/flats supports, accessories, electrical wiring between indoor & outdoor units, 19mm Class "O" Nitrile Rubber Insulation Sleeves for entire piping system. (including UV & mechanical protection for exposed pipes as per Technical Specifications.) Refrigerant piping on terrace shall be installed on GI pipe tray, and finally covered with GI sheet cover for protection. (Rates should include the same.) MAKE: COPPER PIPE : MANDEV/RAJCO/TOTALINE INSULATION: ARMACELL / K FLEX/ SUPREME	150	Running Meter
41	item Code Low Side Work (Piping, Stands, Drain Piping ETC.,)	Drain Piping with required civil activity like Zari in wall and refiling it. MAKE: SUPREME/ ASTRAL/ ASHIRVAD 40mm dia CPVC drain piping (with 8mm rubber Insulation) drain header to the respective drain point	100	Running Meter
42	item Code Low Side Work (Piping, Stands, Drain Piping ETC.,)	Refrigerant Charging-For Vrv / Non VRV System Supply and Charging of R410a Refrigerant PER System	2	Set

43	item Code Low Side Work (Piping, Stands, Drain Piping ETC.,)	Civil works like core cut & zari works	1	Lot
44	item Code Low Side Work (Piping, Stands, Drain Piping ETC.,)	Supply and Installation of Cowl Piece with Bird mesh for Top Discharge Outdoor Unit	2	Nos
45	item Code 100028747 Non VRV System	Providing and erecting Inverter based approved make split air-conditioning unit consisting of condensing unit with variable speed fan motor, inverter type hermetically sealed rotary compressor with accessories etc. duly connected separately erected evaporating unit and blower motor with its accessories by means of extra supplied proper insulated copper tubing, drain PVC pipes suitable for (cost includes Eco Friendly green gas charging and 15A plug top & Remote Control & MS Stand) with necessary core cutting. For 4/5 star Rating of current year (Rate to include necessary splitters/turning vanes, etc) For 2.5 ton capacity	3	Nos
46	item Code 100028757 Non VRV System	Insulated Refrigerant Pipes, Fittings, Electrical Wiring, Control Cabeling(From IDU to ODU) ETC., Refrigerant pipes, pipe fittings, GI angles/flats supports, accessories, electrical wiring between indoor & outdoor units, 19mm Class "O" Nitrile Rubber Insulation Sleeves for entire piping system. (including UV & mechanical protection for exposed pipes as per Technical Specifications.) Refrigerant piping on terrace shall be installed on GI pipe tray, and finally covered with GI sheet cover for protection. (Rates should include the same.) MAKE: COPPER PIPE : MANDEV/RAJCO/TOTALINE INSULATION: ARMACELL / K FLEX/ SUPREME	30	Running Meter
47	item Code 100028761 Non VRV System	Drain Piping required civil activity like Zari in wall and refiling it. MAKE: SUPREME/ ASTRAL/ ASHIRVAD 25mm dia CPVC drain piping (with 6mm rubber Insulation) from each HAT/DSAC to drain point/header	30	Job

Section 4(b) Approved Make & Model

APPROVED BRANDS & MATERIALS

Unless otherwise mentioned specifically, the contractor should get the approval of the Client/Architect before using the materials. All makes/ brands shall be IS marked wherever applicable and shall be of the First Quality. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done only after prior approval of the Client/ Architect. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained.

<u>LIST OF APPROVED MAKES OF ELECTRICAL SYSTEM</u>		
Sr/No.	Item Description	Specified Brand/Make/Manufacturer
1	Rigid PVC Conduit	ISI & FIA approved & manufactured from virgin material. Precision PPI, Polycab, Astral
2	Accessories for conduit	Same make as of pipe.
3	Flexible Copper Wires	FRLS type : KEI, Avocab, Finolex, RR Kabel
4	Switches	MK(blenze), Legrand(Arteor), Havell's(carabtree-Verona), Hager
5	Light Fixture	lighting ways, Bajaj, Phillips, Wipro, Havell's, Lighting Technologies(As suggested by Consultant - Sample to be approved)
6	Ceiling Fans	Bajaj, Havell's
7	Fan box	Cast Iron Type Only
8	Exhaust Fan	Crompton, Almonard, Bajaj, Havell's
9	PVC tape	Steel grip, Anchor
10	Distribution boards	Hager, Legrand (MDS-lexic), Schneider (MG) , L&T Factory fabricated. Double door type

11	MCB/ELMCB &Acc	Legrand (MDS-lexic), Schneider (MG) , L&T, Hager
12	LT Cables	KEI, Avocab, Finolex, Havell's, Polycab
13	Panel Fabricators	CPRI & ISO(A.D. ENTERPRISE, Themis Automation private limited, GMDT Engineering private limited) Approved panel builders only
14	Load Manager / Energy Meter:	Conzerve, Secure, Elmeasure, L&T
15	(Suitable for PC Connected and LAN with open protocol,	Sample to be approved)
16	Meters(Digital : V,A,PF etc)	Conzerve, Secure, Elmeasure, L&T
17	Timer	Theban (Indoasain), Legrand, L&T
18	Relay	Areva, Siemens, L&T, ABB,CSPC, Schnieder
19	MCCB	Legrand, Schneider (MG) , L&T,Hager
20	On Load Changeover	C&S, HPL, Havell's
21	Connectors	ELMEX, Wago
22	SFU - Switch Fuse Unit (Amps - AC 23 duty)	Schneider MG, Siemens, L&T, Havell's (AC 23duty only)
23	HRC Fuses & Fuse-Base	Schneider MG, Siemens, L&T, Havell's
24	M.S. Boxes	Fabricated out of CRCA sheets / Angle / Strip continuously welded (sample to be approved) with Powder coating / Colour coating.
25	Current Transformer	AE, Virat, Narmada
26	Indication Lamp	LED Type : Schneider, Sumo, L&T, RASS
27	Voltage Selecter Switch	L&T, Salzer
28	Ameter Selecter Switch	L&T, Salzer
29	Fabrication	CRCA Sheet -2.0mm Structure, Doors and Frames, Internal partiton 1.6mm, Gland plate-3.0mm
30	Busbar rating	Al- 1.0sqmm=0.8A
31	Power coating	Simens Grey 7tank process
32	APFC Relay	Beluk (Germani), Conzerve, Neptune ducati, L&T, Secure

33	Capacitor	L&T, Conzerv, Shreem, Legrand
34	Glands	Compression type, Heavy duty and deep threading with rubber-ring and double washers. (Sample to be approved) HMI, Comet
35	Cable Lugs	Dowells, 3-D (Copper long neck)
36	Plug-socket (Metal Clad and Weather proof)	Legrand, Indoasain, RR PCE, BCH, Schnieder
37	Button holder, Angle holder, ceiling rose	Anchor, CPL
38	Oil cool type Transformer	Voltamp, Crompton, ABB, Vidhyut
39	HT Joint Kit	Raychem, 3M.
40	HT Cable	KEI, Avocab, Havell's, Polycab
41	Cable Tray	Indiana, Dudhat , Neel Enterprise
42	Chemical Type Earthing	OBO, ASHLOK, JSR, AXIS
43	Lightening Surge Protector	OBO, ASHLOK, JSR, AXIS
44	DB Surge Protector	Legrand, Hager, Schnieder, OBO, L&T
45	HT VCB	ABB, Siemens, Schneider, C&S, L&T
46	Power Pack	Gogate / Eq.
47	Thermoplastic Boxes	Hensel, Spelsberg
48	Isolation Transformers	Automatic Electric, Servomax, Aplab
49	Lightning Protection System	ASHLOK, JSR, AXIS, OBO

LIST OF APPROVED MAKES OF LOW VOLTAGE (LV) SYSTEM		
Sr./No.	Item Description	Specified Brand/Make/Manufacturer
1	Active Networking	Cisco / Netgear / Aruba
2	Wireless Components	Cisco / Netgear / Aruba
3	Passive Networking	Commscope / Systimax / Panduit / Legrand
4	Network Rack	Netrack / APC / Rittal
5	Analog Telephone	Beetel / Panasonic
6	EPABX System	Cisco / Avaya / NEC
7	CCTV Surveillance System	Tyco / Axis / Bosch
8	Access Control System	Matrix / Suprema / Honeywell
9	Fire Alarm System	Hochiki / Honeywell / System Sensor
10	Speaker	Bosch / Dynacord / Toa
11	Amplifier & Mixer Amplifier	Bosch / Dynacord / Toa
12	Controller	Bosch / Dynacord / Toa
13	Smart Interactive Panel 75"	HikVision / Newline / LG

Section 4 (c) Design & Drawings Annexure I

Section 5 Delivery Schedule, Issuance of PO

Delivery and Installation Location: Tuglakpur-Kamhera village within the Purkaji block of Muzaffarnagar district

Section 6 PRICE SCHEDULE

As per NCDFI Portal for all 47 line BOQ items

Section 7: Form of Bid

(Bidders are requested to submit the Form of Bid in the format given below, duly filled in and signed by the authorized signatory.)

Date: _____

IFB Reference No.:

NDS/COW_SANCTURY/MUZAFFARNAGAR/ELECTRICAL_AUDIO_VIDEO/SEP/26-27

To

NDDB Dairy Services

NDDB House, Safdarjung Enclave,
New Delhi – 110029, Delhi, India

Phone: 011-49883000 / 011-49883088

Mobile: 7092922421 / 8853491248

Dear Sir/Madam,

Having examined the Conditions of Contract, Technical Specifications, Drawings (if any), and all other Bidding Documents, including Addenda/Corrigenda Nos. _____, receipt of which is hereby duly acknowledged, we, the undersigned, hereby offer to supply and deliver the Goods and provide the related Services, including installation and commissioning, as detailed in the Price Bid, in conformity with the Technical Specifications, Drawings (except to the extent of deviations specifically stated in our bid), and the Conditions of Contract contained in the Bidding Documents, for the total Bid Price as determined in accordance with our Price Bid.

We hereby confirm that our acceptance of all the terms and conditions of the Bidding Documents shall prevail over any conflicting terms and conditions, if any, contained in our bid.

If our bid is accepted, we undertake to supply, deliver, install, and commission the Goods in accordance with the delivery schedule specified in the Schedule of Requirements from the date of receipt of the Purchase Order, Notification of Award, or Letter of Credit, as applicable.

If our bid is accepted, we shall furnish the required Performance Security/Bank Guarantee in accordance with the Conditions of Contract for the due performance of the Contract.

We agree to keep this Bid valid for a period of **120 (One Hundred Twenty) days** from the date fixed for opening of the bid, as specified in the Instructions to Bidders. This Bid shall remain binding upon us and may be accepted at any time before the expiry of the said validity period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and the Purchase Order/Notification of Award, shall constitute a binding Contract between us.

We understand that NDDB Dairy Services is not bound to accept the lowest or any Bid received and reserves the right to reject any or all Bids without assigning any reason whatsoever.

Dated this _____ day of _____, 20

Signature: _____

Name: _____

Designation: _____

For and on behalf of: _____

Name & Address of the Bidder:

Witness

Name: _____

Signature: _____

Address: _____

Contact No.: _____

Section 8: Deviation Statement Forms

Part A – Technical Deviation Statement

(To be submitted only if any deviation from the Technical Specifications is proposed.)

The following are the particulars of deviations from the Technical Specifications of the Bidding Document:

Clause No. Technical Deviation Remarks / Justification

We confirm that, except for the deviations specifically stated above, the Goods offered fully comply with all Technical Specifications contained in the Bidding Document.

Date: _____

Signature & Seal of the Manufacturer/Bidder

Note:

If there are **no deviations**, this form shall be submitted duly signed with the endorsement:

"NO DEVIATIONS"

Section 9: Bidding Terms & Conditions Deviation Statement

Part B – Commercial / Contractual Deviation Statement

(To be submitted only if any deviation from the Terms & Conditions of the Bidding Document is proposed.)

The following are the particulars of deviations from the Bidding Terms & Conditions:

Clause No. Commercial / Contractual Deviation Remarks / Justification

We confirm that, except for the deviations specifically stated above, we fully accept all the Terms & Conditions of the Bidding Document.

Date: _____

Signature & Seal of the Manufacturer/Bidder

Note:

If there are **no deviations**, this form shall be submitted duly signed with the endorsement:

"NO DEVIATIONS"

Section 10: Electronic Bank Guarantee (e-BG) for Performance Security

The successful Bidder shall furnish a **Performance Security** in the form of an **Electronic Bank Guarantee (e-BG)** issued by any Scheduled Commercial Bank in India in favour of **NDDB Dairy Services**.

The e-Bank Guarantee shall:

1. Be issued through the **Structured Financial Messaging System (SFMS)**.
2. Be unconditional, irrevocable, and payable on first written demand without demur.
3. Be valid for the period specified in the Contract, including the warranty/defect liability period, along with the prescribed claim period, if any.
4. Be transmitted electronically by the issuing Bank directly to the Beneficiary Bank through SFMS.
5. Become effective only after successful authentication by the Beneficiary Bank.

The Performance Security shall be submitted within the period specified in the Letter of Award/Purchase Order. Failure to furnish the Performance Security within the stipulated period may result in cancellation of the award and such other action as deemed appropriate under the Tender Conditions.

The Purchaser shall have the right to invoke the e-Bank Guarantee, either wholly or partly, in the event of:

- Failure to execute the Contract;
- Failure to supply the Goods or complete the Services within the stipulated time;
- Failure to fulfil warranty or contractual obligations; or
- Breach of any terms and conditions of the Contract.

The liability of the issuing Bank shall be limited to the amount of the Performance Security specified in the e-Bank Guarantee.

Electronic Bank Guarantee Confirmation

The issuing Bank shall transmit the Electronic Bank Guarantee through **SFMS** to the Beneficiary Bank using the applicable SFMS message format.

The Bidder shall ensure that the following details are correctly incorporated in the e-Bank Guarantee:

Particular	Details
Beneficiary Name	NDDB Dairy Services
Beneficiary Address	NDDB House, Safdarjung Enclave, New Delhi – 110029
Beneficiary Bank	Will be provided at the time of releasing of PO
Account Number	Will be provided at the time of releasing of PO
IFSC Code	Will be provided at the time of releasing of PO
Branch	Will be provided at the time of releasing of PO

The e-Bank Guarantee shall be treated as valid only after confirmation through SFMS by the Beneficiary Bank.

No physical copy of the Bank Guarantee shall be required unless specifically requested by the Purchaser.

Important Note

Submission of a scanned copy or PDF of the Bank Guarantee **without SFMS authentication** shall **not** be treated as submission of a valid Performance Security.

Section 11: Pre-Bid Undertaking – Service Commitment, Performance Security & Declaration

To

NDDB Dairy Services

NDDB House, Safdarjung Enclave,
New Delhi – 110029

Subject: Pre-Bid Undertaking – Service Commitment, Performance Security & Declaration

Dear Sir/Madam,

We, _____, having our registered office at _____, hereby submit this undertaking in response to Tender No. **NDS/COW_SANCTURY/MUZAFFARNAGAR/ELECTRICAL_AUDIO_VIDEO/SEP/26-27**

We understand that submission of this undertaking does not confer any right or assurance for award of the Contract and is submitted solely as part of the bid compliance requirements.

1. Service Commitment

If awarded the Contract, we undertake to supply the Goods and provide installation, commissioning, warranty support, after-sales service, maintenance, and all other contractual obligations in accordance with the Tender Documents and the Purchase Order.

2. Performance Security

We undertake to furnish the Performance Security equivalent to **10% of the Purchase Order value** in the form of a Bank Guarantee, as stipulated in the Tender Documents.

3. Forfeiture of Performance Security

We acknowledge and agree that the Purchaser shall be entitled to invoke and forfeit the Performance Security in the event of:

- Failure to execute the Purchase Order;
- Failure to deliver the Goods within the stipulated delivery period;
- Failure to fulfil warranty or service obligations;
- Breach of any contractual terms and conditions.

4. Debarment / Blacklisting

We further acknowledge that, in the event of serious default, fraudulent practice, submission of false information, abandonment of the Contract, or repeated contractual failures, the Purchaser reserves the right to initiate debarment/blacklisting proceedings in accordance with its procurement policy and applicable rules.

5. Declaration

We hereby declare that:

- We have carefully read and understood all the terms and conditions of the Tender Documents.
- We agree to abide by all the provisions contained therein.
- We shall not attempt, directly or indirectly, to influence the bid evaluation process.
- Any attempt to influence the evaluation process may result in rejection of our bid and may also lead to debarment from participation in future tenders issued by NDDB Dairy Services.

We further undertake to uphold the principles of integrity, transparency, fairness, and ethical business conduct throughout the procurement process.

For and on behalf of the Bidder

Authorized Signatory: _____

Name: _____

Designation: _____

Company Name: _____

Signature & Seal

Date: _____