

ISDSM

Terms and Conditions for NCDFI reverse e-auction

1. **EMD:** As per NCDFI terms.
2. **DESCRIPTION:** Full details of materials including the manufacturer's name, model no. must be mentioned /enclosed wherever requested.
3. **TECHNICAL DETAILS:** The bid/offer is to be submitted with drawing, specifications or as per drawings, specifications given in the enquiry and submitted as such, shall be deemed to mean that the bidder submitting such a bid is fully acquainted with the technical details.
4. **SAMPLE:** Whenever requested, bidder will submit two sealed samples of materials. Samples not conforming to specifications shall be rejected. Rejected samples shall be at our stores at bidder's risk and responsibility and should be lifted by bidder within 15 days from the date of rejection. Accepted samples shall be retained by ISDS and will not be returned to the bidder.
5. **PRICE:** The price quoted must be firm and free from escalation. If the price is inclusive of GST/Taxes/Levies as applicable. Any incremental GST/Taxes/Levies on account of delay in execution of purchase order by bidder will be on bidder's account. However, in case of decrease in GST rate, GST on the basis of actual rate will be paid. Bidder shall be responsible for selection of appropriate HSN/ SAC code and applicable GST thereon for the items quoted by them.
6. **DATE OF DELIVERY:**

Supplies must be made within **07 days** from the date of issuance of Purchase Order / as per delivery schedule mentioned in the Purchase Order.

The supplier will supply the items/materials against the purchase orders issued on free delivery at site basis.
7. **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, ISDS 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:

Sl.	Delay Period	Liquidated Damages
01	Upto 15 days	1% of cost
02	Between 16 to 30 days	2% of cost
03	After 30 days	5% of cost

If the supplier/tenderer/service provider does not supply the goods or provide the required services as per the terms and conditions mentioned in the tender, the order may be cancelled, the tenderer/service provider would be blacklisted for one year and the bid (tender) security amount (EMD) would be forfeited.

8. CANCELLATION OF CONTRACT AND REFUND OF ADVANCE:

ISDS 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/ services within the stipulated delivery period or breach of any of the clauses mentioned herein.

9. TERMS OF PAYMENT: Our terms of payment is:

100% payment shall be released within 30 days against safe receipt, acceptance of goods / services at site and against submission of original invoice.

10. INSURANCE: In case where the purchase order is placed on “free delivery at site” including unloading basis, no insurance premium will be paid by ISDS. 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.

11. REJECTION: ISDS 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 stipulated time. 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 period stipulated by ISDS, ISDS may dispose off such goods at

supplier's risk and in the manner ISDS thinks fit. ISDS 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. ISDS shall be entitled to recover the expenses made by ISDS on storage and handling of such rejected goods till the goods are removed from ISDS premises/ stores.

12. GUARANTEE: As per Company / OEM norms.

13. WARRANTY: As per Company / OEM norms.

14. DESPATCH INSTRUCTIONS: The materials are to be despatched to the destination by the mode of transport specified in order under intimation to ISDS. 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 ISDS 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 ISDS, the supplier shall have to obtain ISDS'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.

15. SUBMISSION OF BILLS: Bills in triplicate stating therein the purchase order reference alongwith 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.

16. FORCE MAJEURE: The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier/ contractor nor ISDS 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 at 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.

17. ARBITRATION: In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/ accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to be appointed by "ISDS" whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Indore (Madhya Pradesh) and courts at Indore alone shall have jurisdiction regarding any matter arising out of this agreement.

18. JURISDICTION: Indore, M.P. only.

19. ISDS does not bind itself to accept the lowest bid and reserves the right of accepting / rejecting any bid in part or full without assigning any reason.

Note: i) Deviations in commercial terms and conditions of the bid are not permitted.

ii) The Bidder should mention the HSN/ SAC Code of each item alongwith their offer.

20. EMD Submission Details

Members are requested to deposit the **Earnest Money Deposit (EMD) of Rs 7,000** directly into their respective Escrow Accounts provided by NCDFI. The Escrow account details can be accessed through the registration portal (Link: <https://registration.ncdfiemarket.com/>).

After depositing the EMD, please confirm the same by emailing **etenders@ncdfiemarket.com**, along with the UTR details and the relevant tender reference against which the EMD has been deposited.

Transaction Fees and TDS:

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

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

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

b) 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 any clarification or support regarding the Escrow account, you may contact

Janvi Patel (NCDFI) - 99786 03225

Technical Specifications: Laptop & Office Bag

1. Material & Construction

- **Outer Material:** High-quality, durable synthetic leather (Rexine / PU Leather) suitable for daily office and travel use.
- **Inner Lining:** Premium water-resistant polyester or parachute material lining to protect interior contents.
- **Color:** Tan Brown (or subject to purchaser's approval of sample).

2. Dimensions (with standard ± 0.5 -inch tolerance)

- **Length:** 15 Inches
- **Height:** 12 Inches
- **Depth/Width (Border):** 6 Inches

3. Compartments & Storage Layout

- **Main Compartments:** Minimum two (2) primary partitions/compartments.
- **Laptop Storage:** Must include a dedicated, padded internal partition specifically designed to secure a laptop.
- **Pocket Configuration:** Minimum of six (6) total secondary pockets, distributed as follows:
 - **Front:** Minimum two (2) external pockets.
 - **Back:** Minimum one (1) external pocket.
 - **Inside:** Minimum one (1) internal pocket.

4. Hardware & Accessories

- **Carrying Handle:** Reinforced, heavy-duty top grab handle for comfortable carrying.
- **Shoulder Strap:** Detachable and fully adjustable heavy-duty shoulder strap with sturdy attachment hardware (hooks/D-rings).
- **Zippers (Chains):** Heavy-duty, smooth-functioning zippers for all main compartments and external pockets.
- **Sliders (Runners):** High-quality, heavy-duty metallic sliders/runners designed for high-frequency, long-lasting use.

5. General Requirements

- **Workmanship:** Stitching must be uniform, secure, and free from fraying.
- **Intended Use:** The bag must be suitably robust for daily professional, college, or travel use.

5. Artwork

- **Artwork:** Artwork (Sanchi logo) approved by I.S.D.S.to be printed on the bag.

6. Quantity: 600 Nos.