TENDER DOCUMENT

Hiring of a service partner for Supply, Installation, Testing, and Commissioning of Private Cloud on OPEX Model for NDDB Dairy Service.

IFB Ref: 2026_27/NDS/IT/Private Cloud Solutions

Issued by

NDDB Dairy Services

POINTS BIDDERS SHOULD BEAR IN MIND

1) BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS MAY BE REJECTED.

2) BIDS UPLOADED WITHOUT SUBMISSION OF EARNEST MONEY DEPOSIT **(if applicable)** SHALL BE SUMMARILY REJECTED.

3) BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.

4) NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.

5) THE BID, ALONGWITH ENCLOSURES SHOULD BE IN ENGLISH ONLY.

6) THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.

7) NDDB Dairy Services RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

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CHECK LIST

S. No.	Checklist Item	Bidder Response (Yes / No)
1	Have you submitted the original EMD to NCDFI on or before the date & time mentioned in the bid document?	
2	Have you quoted Bid prices in terms of clause 2.25 (Bid Prices) of Section 2?	
3	Have you uploaded the Form of Bid?	
4	Have you uploaded the duly digitally signed/signed documents completed in all respect?	
5	Have you noted the Service Period mentioned in the bid (Section 1 and Section 5)?	
6	Have you kept your offer valid for 120 days?	
7	Have you furnished copies of your PAN, GST Reg. No., PF Registration No. etc. (as per statutory requirement of above services)?	
8	Have you uploaded the Statements of Deviations (Preferably Nil) (Sections 8 and 9)?	

Signature & Seal of the Bidder

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

Section 1 Invitation of Bids

NDDB Dairy Services

Address:
NDDB House, Safdarjung Enclave, New Delhi, Southwest Delhi, Delhi, 110029
011-4988300/49883088/Mob-9667256819
Web: https://www.nddbdairyservices.com/

1.1 Tender Reference: 2026_27/NDS/IT/Private Cloud Solutions

For NDDB Dairy Services (NDS) are inviting "online bid " from reputed eligible bidders for the following work :-

Bid Ref:	**2026_27/NDS/IT/Private Cloud Solutions**
Description	Hiring of a service partner for Supply, Installation, Testing, and Commissioning of Private Cloud on OPEX Model for NDDB Dairy Service.
Estimated Cost	**Rs. 6,00,00,000 (including GST).**
EMD	**Rs 6,00,000/-** **(Through NEFT/RTGS in the account of NCDFI)** **Members are requested to deposit the Earnest Money Deposit (EMD) directly into their respective Escrow accounts.** **After the successful completion of the contract, NCDFI will deduct TC (Transaction charges) at 0.4 % (+ 18% GST) and TDS under section 194 (O) at 0.1 % of the Trade Value from the EMD/SD.**
Sale of bid (Start date)	23rd Nov 2026
Pre-bid meeting	**Date & Time: 30th** Nov 2026, 11:00 AM **Venue:** Virtual Mode **Participation Request:** Bidders must send their request to attend the pre-bid meeting **by 15:00 hrs on the working day prior** to the meeting date. **Email: amit1.kumar@nddbdairyservices.com**

	Phone: +91-96672 56819
Sale of bid End Date	**14.12.2026**
Last Date & Time of Submission of bid Technical Bid Opening	**03:00 PM on 14.12.2026** **03:30 PM on 14.12.2026**
Delivery Period	Within 60 calendar days from the date of issuance of the formal Purchase Order, including supply, installation, configuration, testing and commissioning of the complete Private Cloud solution.
PO to be issued by	NDDB Dairy Services
Delivery Location	NDS-nominated colocation / data centre facility (preferably Delhi/NCR), to be communicated by NDS. Purchaser: NDDB Dairy Services, New Delhi
Delivery Schedule	As per Section 5 – Delivery Schedule. The complete solution shall be ready for acceptance within 60 calendar days from the date of issuance of the formal Purchase Order.
Tender Downloading Website	Website: **https://www.ncdfiemarket.com/index.php/auctions-2/#tab-44753** Contact Person:-Parth-7043531188 Janvi-99786 03225

Evaluation of offer	**i. Bid will be evaluated on overall basis.** **ii. Price will be evaluated on including GST basis.** **Non-Challenge Clause** By participating in this tender, the bidder acknowledges and agrees that the allocation of quantity, issuance of POs, and exercise of discretion by the Procuring Agency shall be final and binding. These shall not be subject to challenge, claim, or dispute in any forum, including courts of law or arbitration proceedings.

Section 2 Instructions to Bidder

2.1 The bidders must meet the following minimum qualifying criteria:

a) The Bidder, in the same name and style, should be in business at least for last **three years** at time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence.

b) The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies Act, Goods and Service Tax (GST), the building & other construction workers' welfare cess act, Employee State Insurance, Contract Labour, Provident fund, professional tax etc.

c) Bidder must have valid OEM authorization for the proposed solution, with OEM-backed support and product lifecycle coverage throughout the contract. OEM MAF / undertaking to be provided.

d) The bidder must meet technical specifications mentioned at Section 4 In the absence of documentary proof of these documents, the technical offer will be considered as non-responsive:

e) The Bidder must have achieved a financial turnover in the same name and style (i.e., the bidding entity) in each of the last **three financial years** ending on 31st March (2023-24,24-25,25-26) that is not less than 60% of the estimated cost.

f) The bidder should have positive net worth in **last two** financial years.

g) The bidder should have cash profit in **any two financial years** out of the last five financial years.

h. The Bidder, in the same name & style, should have successfully executed/ completed contracts of similar nature (as defined in the note below) during the last five years ending last day of the month previous to the month in which bid is opened, either of the following:

(i) One contract/ work of similar nature costing not less than 80% of estimated cost.

OR

(ii) Two contracts/ works of similar nature each costing not less than 50% of estimated cost.

OR

(iii) Three contracts/ works of similar nature each costing not less than 40% of estimated cost.

****similar nature means: Comparable enterprise Private Cloud, virtualization or Data Centre infrastructure projects including compute, storage and networking.*

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

i. Copy of the Income Tax Returns for three previous years for income tax purpose.

ii. Audited financials for last 3 financial years.

iii. Undertaking to be provided as asked in Section 11 of tender document.

a) Even though the bidder's meet the specified criteria, it may be disqualified if it has:

i. Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification

ii. Poor documented record based on the feedback from other milk producer organizations from their own experience in the delivery, installation, performance, service and also in abandoning the works, not properly completing the contract, inordinate delays, or financial failure etc.

iii. If the bidder is overbooked beyond his capacity to execute the work as per required schedules.

2.2 Eligible Bidders

This invitation for Bids is open to all suppliers who have downloaded this bidding document in their name and meet the minimum eligibility criteria, if any, specified in this bidding document.

2.3 Bidding Document

The fee/cost for bidding document is NIL.

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the NDDB Dairy Services hereinafter referred to as "Procuring Agency", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Interested eligible bidders may obtain further information from Manager (Procuring Agency) Sh. Amit Kumar Raturi, Address ***NDDB House, Safdarjung Enclave, New Delhi, Southwest Delhi, Delhi, 110029***
011-4988300/49883088

i. Downloading the Document

i. The bid documents will be available in the website at https://www.ncdfiemarket.com/ and can be downloaded and used as tender documents for uploading the offer.

ii. It is hereby brought to the notice of all bidders that if any change/additions/ deletions/alterations are found to be made by them in the tender and the same is subsequently noticed at any stage, even after award of the contract, the bidders are liable for all consequences thereof and NDDB Dairy Services (NDS) shall be free to take suitable action as deemed necessary.

2.4 Content of Bidding Documents

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

(a) Instructions to Bidder;
(b) General Terms & Conditions
(c) Technical Requirement and Tech Specs
(d) Delivery Location and Schedule
(e) Price Schedule;
(f) Form of Bid;
(g) Deviation statement
(h) Format of Bank Guarantee for performance security
(i) Format of Undertaking

ii. 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.

2.5 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.

2.6 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.

2.7 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

2.8 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 Nos 2.12 and

b. Earnest Money Deposit in accordance with section 2.14

c. Documentary evidence establishing bidder's eligibility and qualifications in accordance with Clause No. 2.1 and

d. Documentary evidence establishing eligibility and conformity of services in accordance with Clause No. 2.1

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,

   ii. Poor documented record based on the feedback from other milk producer organizations from their own experience in the delivery,

installation, performance, service and also in abandoning the works, not properly completing the contract, inordinate delays, or financial failure etc.

iii. 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.

iv. 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 Section 8

2.9 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.

2.10 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.

2.11 Bid Currencies

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

2.12 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 2.

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 2. 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 5 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.

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.

2.13 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 (A)- Technical Deviation Statement Form and commercial Deviation Statement Form).

2.14 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 6,00,000/- 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) Online E-Payment shall be made through RTGS as per the details given below. However, online payment details i.e. UTR no and proof of current money transaction details are to be enclosed with our technical bid/tender:

Members are requested to deposit the Earnest Money Deposit (EMD) directly into their respective Escrow accounts. The Escrow account details can be accessed through the registration portal (Link: https://registration.ncdfiemarket.com/).

ii) Payment of Earnest Money by cheque, T.D.R and F.D.R. will not be accepted.

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) Payment must be made within two working days of contract award.
c) 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 e-mail to **etenders@ncdfiemarket.com.**

2.15 The EMD may be forfeited:

a) 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)

Unsuccessful bidder's bid security will be discharged / retuned 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.

c) Pursuant to Clause No.2.14 the Bidder shall furnish, as part of its bid, EMD as specified in the Schedule of Requirements.

d) The EMD security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture.

e) The EMD shall be denominated in Indian Rupees only, and shall be in one of the following forms:

f) Any bid not accompanied with EMD will be rejected by the Procuring Agency as non-responsive.

g) 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 2.14.

h) The successful Bidder's EMD will be discharged upon the Bidders executing the Contract and furnishing the performance security.

i) 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

j) In the case of these successful Bidder, if the Bidder fails:
   a. To sign the undertaking and contract in accordance with Clause 2.35;
      And
   b. To furnish performance security in accordance with Clause 2.36.

2.16 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 2.14 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.

2.17 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.

b. Any correction made in the uploaded bid document should be signed by authorized signatory.

2.18 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.

b. The technical Bid (Part I) and the commercial bid / price bid (Part II) has to be filled online at NCDFI e-tender portal.

2.19 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 should be paid electronically 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 **e-paid EMD**, **in acceptable form,** have submitted on NCDFI portal on the time and date stated in the tender. 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

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.

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.

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.

Arithmetical errors – Not Applicable

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.

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.

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, with the GST rate indicated separately.

b. The item wise price of goods/services to be entered in the NCDFI e-portal shall be on FOR site basis including of applicable GST, **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. GST to be mentioned separately

d. Please note that it is recommended for the supplier to indicate a single applicable GST rate, as in many cases items may be procured on a composite basis, and a uniform GST rate would apply.

It should also be noted that the price evaluation will be based on the total price inclusive of GST, irrespective of the GST rate quoted by the supplier. .

It is to be noted that, if applicable GST will be change by GOI, then same may be considered for the issuance of PO or Invoice.

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 NDS and will

not in any way limit the NDS 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. 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. On the severity of the action bidder may be blacklisted for a period of one year.

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 by the Bidder, pursuant to Clause

2.13,as well as such other information as the Procuring Agency deems necessary and appropriate including details of experience and records of past performance.

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 2.30.

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. The evaluation and rate discovery to done by Procuring Agency, but the issuance of PO/Notification of Award will be issue by Purchaser (respective milk producer Organisation).

b. Prior to expiration of the period of bid validity, the Purchaser (respective milk producer Organisation as per details given at Section VI) 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.

c. The notification of award will constitute the formation of the Contract.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. The successful Bidder shall sign and return the Contract / duplicate Purchase Order and the undertaking, incorporating all agreements accepted, the bidder is requested to submit the "Undertaking" as provided between the parties, within 15 days from the date of the Purchase Order.

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 including GST)** in accordance with the Conditions of Contract, in the form Bank Guarantee/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 2.35 or Clause 2.36 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 Address for Communication:

NDDB House,
Safdarjung Enclave, New Delhi, Delhi, 110029
011-4988300/49883088/Mob 7092922421
Contact No. 96672 56819 (Sh. Amit Kumar Raturi)

2.38 Bid Form

a. The Bidder shall complete the Bid Form (Format given as Section 7) furnished in the Bidding Documents and provided the same along with technical bid.
b. All the required documents, duly signed/digitally signed, shall be uploaded before the specified date and time at the NCDFI Portal.

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

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 Service Provider shall indemnify and hold NDS harmless against any third-party claim alleging infringement of any patent, copyright, trademark, intellectual property right or licence arising from NDS's authorized use of the solution or services provided under the Contract in India.

In the event of such a claim, the Service Provider shall, at its own cost, obtain the necessary rights/licences for continued use, replace or modify the affected component with a technically equivalent non-infringing solution without degradation of functionality, security, performance or SLA, or provide such other remedy as may be mutually agreed.

Any change in OEM licensing policy, product licensing metric, subscription model or third-party commercial arrangement during the Contract Period shall not relieve the Service Provider of its obligation to provide the contracted functionality at the agreed rates. Any additional licence or subscription required to continue delivering the contracted base capacity and functionality shall be arranged by the Service Provider at no additional cost to NDS.

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 it's sub-contractor(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.

i. 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:

   i. Order one further repetition of the Tests
   or

   ii. Reject the Goods or a section thereof in which event the Purchaser shall have the same remedies against the Supplier.

j. 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.

k. 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.

l. 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.

m. 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.

n. 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.

  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;

b. 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.

c. 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

d. 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.

e. 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:

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 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.

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

OR.

b. 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)

c. 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) The Purchaser reserves the right to terminate the Contract by giving 90 (Ninety) days' prior written notice to the Bidder/Service Provider where the Bidder/Service Provider repeatedly fails to achieve the applicable Service Levels

specified under Section 4, Clause 4.3 – "Service Level Agreements (SLA) & Non-Performance Deductions", or where such SLA breaches continue beyond the applicable remediation period despite written notice from the Purchaser.

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 hall not have already been overed 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 hall make alternative arrangement to do it and the difference of cost incurred by Martathvarhad, 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 Force Majeure

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither party shall be considered in default in performance of their obligations here under if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic,

accident, fire, wind, flood, earthquake or because of law and order proclamation, regulation or ordinance of any Government or of any act of GOD or any other clause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract.

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.

Item Sl.No.	Item Description	Payment Term
1	Complete Private Cloud Solution, including compute, storage, networking, software, licences, management and support	Monthly payments shall be made within 30 days from the date of receipt of the respective monthly invoice.

Note : The above payments will be released against the submission of BG of 10% amount of annual total contract value.

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 90 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.

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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 dispatch 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 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 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.

3.38 Arbitration

a. 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.

3.39 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.

3.40 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.

Section 4 Technical Requirement of the Contract

4.1 Objective

NDDB Dairy Services (NDS) intends to establish a secure, highly available, scalable and production-ready Private Cloud platform comprising enterprise compute, all-flash/NVMe based storage, high-speed networking, integrated virtualization and hypervisor capabilities, centralized cloud management, self-service provisioning, orchestration, automation, monitoring and data protection. The platform shall provide a unified operational experience for managing virtual machines and underlying compute, storage and network resources, while supporting workload mobility, high availability, policy-based resource management and independent scalability of compute and storage. The solution shall also provide a foundation for future hybrid and multi-cloud adoption through integration with enterprise identity, security, backup, automation, IT service management and public cloud environments.

There will be approximately 75 critical applications running on the virtualized solution. The hardware to be proposed to run the current load must be the latest available on-prem hardware, meeting the minimum hardware specifications given in the "Technical Specifications" section, and shall be provided on an OPEX model. Accordingly, NDDB Dairy Services is inviting bids from OEMs / OEM authorized partners who provide dedicated IaaS on a fixed committed-capacity basis for a contract period of 60 months (5 years), with pay-per-use (PPU) applicable only to additional capacity beyond the contracted baseline, as described in the Methodology OPEX Model clause below.

Solution should support future growth without major redesign and enable controlled integration with enterprise identity, SOC/SIEM, ITSM, backup/DR, automation and public-cloud services.
As a part of the scope of this engagement/contract, the successful Bidder shall be responsible of the following activities:

1. Infrastructure provisioning at the colocation facility in India, which will be shared by the client.
2. Supply of Hardware, Software and other Peripherals as detailed in the document.
3. Installation, Commissioning and Integration of all hardware and software supplied as per scope.
4. Hardware/Break-fix Support as per contract period.
5. Liaising with OEM for timely rectification of Hardware issues.
6. MIS Reporting
7. Project Management activities
8. Training

4.1.1 Key Definitions

Disaggregated Hyper converged Infrastructure (DHCI) – By DHCI Infrastructure, NDDB Dairy Services implies that the Compute, Storage and Network being offered under this requirement must be installed configured, managed & monitored through a single software dashboard.

A technically equivalent architecture (for example, hyperconverged (with dedicated storage design) is acceptable, provided all minimum capacity, redundancy, independent scaling of compute and storage, and management requirements of this Section are met.

Abbreviations:
OEM – Original Equipment Manufacturer
BOM – Bill of Materials
MAF – Manufacturer Authorization Form
HCI – Hyperconverged Infrastructure
DHCI – Disaggregated HCI

NVMe – Non-Volatile Memory Express
NSPOF – No Single Point of Failure
ToR – Top of Rack
PDU – Power Distribution Unit
RPO/RTO – Recovery Point/Time Objective
RBAC – Role-Based Access Control
ITSM – IT Service Management
SIEM – Security Information and Event Management
MSP – Managed Services Provider
RACI – Responsible, Accountable, Consulted, Informed
PPU – Pay-Per-Use
UOM – Unit of Measure.

4.1.2 Methodology OPEX Model

With an objective to optimize IT infrastructure in line with the initial capacity and to have flexibility to avail latest IT infrastructure, NDS intends to avail IT Infrastructure as a Service on an OPEX model, structured as a fixed committed-capacity model for the initially specified dedicated infrastructure. This shall serve NDS need for consolidation and optimization of IT up-grade to meet its other general requirement, while allowing NDS to add additional capacity on need basis, as and when required, across the entire contract duration.

In line with the above, as part of this scope of work (SOW), NDS intends that the Bidder shall, deploy IT Infrastructure at colocation facility (Preferably located in Delhi/NCR) to be shared later before delivery. NDS will have the exclusive right to use IT Infrastructure for delivery of desired services to its end-users to be deployed by the bidder.

The IT infrastructure deployed shall be owned, operated, supported, and maintained by the Bidder as per defined SLA. All software licenses including those of third party components as per the requirement of the solution & SOW is to be provided by the Bidder so as to ensure that NDS is entitled to use all software licenses as a service during the contract period.

The bidder must provision adequate level of specific support services to provide:

- Single point of contact for all issues related to supplied hardware & software. The Bidder / OEM would serve as the Single point of contact for the entire solution as far as NDS is concerned. The Bidder has to own up the entire solution for meeting the requirements.
- 99.95% uptime for the offered solution on monthly basis.

The bidder has to provide call escalation matrix detailing varying thresholds and support levels. Moreover, the support service must have structured mechanism in place to escalate, forward or route any pending/ unresolved issue(s) to OEM's supplied infra.

4.1.3 OPEX Commercial Structure

1. Committed Base Capacity: The initially specified dedicated infrastructure (the compute, storage, network and software capacity defined in the Minimum Solution Configuration and Technical Specifications) constitutes the committed base capacity. It shall be exclusively dedicated to NDS and billed at a fixed, all-inclusive monthly charge

for 60 months, commencing after formal acceptance and sign-off by NDS. This charge shall cover all hardware, storage, network equipment, virtualization, cloud management, monitoring, metering, automation, licences, OEM subscriptions, support, preventive maintenance, firmware/software updates, management licences and every other component necessary to deliver the committed capacity as per the SLA.

2. Fixed Baseline Charge: The monthly charge for the committed base capacity is fixed for the entire 60-month period. It shall not vary with actual utilization, whether higher or lower than the committed capacity, and shall not be subject to any minimum-usage, true-up or utilization-linked adjustment. Only the SLA deductions specified in Section 3 and any statutory tax changes notified by the Government of India shall apply to it.
3. Incremental Capacity: Pay-per-use (PPU) pricing applies only to additional capacity requested by NDS beyond the committed base capacity ("Incremental Capacity"). Incremental Capacity shall be provided only after NDS's prior written approval, and shall be billable only once it is activated and accepted by NDS. No capacity shall be provisioned, metered or billed as Incremental Capacity without such approval, and the Bidder shall not auto-scale or activate additional capacity on its own initiative.
4. Metering and Billing of Incremental Capacity: Incremental Capacity shall be metered only from the date of its activation and acceptance by NDS under a written approval. The units are: (a) additional licensed physical CPU core, per core per month; (b) additional RAM, per GB per month; and (c) additional usable storage, per usable TB per month (1 TB = 1,000 GB), as defined in the Price Schedule (Section 6). Billing shall be at the contractual unit rates quoted by the Bidder, which remain fixed for the contract period, and partial months shall be pro-rated by day. Charges for Incremental Capacity shall appear as a separate line item in the monthly invoice, supported by a metering report showing the approval reference, activation date, quantities and rates. Utilization of the committed base capacity shall not be metered for billing. NDS may release Incremental Capacity by written notice, and charges shall cease from the release date specified in the notice.
5. Capacity Monitoring and Alerts: The Bidder shall proactively monitor utilization and capacity trends of the committed base capacity and any Incremental Capacity, and provide NDS with a dashboard and monthly capacity report. The Bidder shall send advance alerts to NDS when utilization of compute, memory or storage reaches 70% (warning) and 85% (critical) of committed base capacity. Alerts are advisory only: they shall not by themselves authorize, activate or bill any additional capacity.
6. Transparent Rates and No Hidden Charges: The unit rates for Incremental Capacity shall be clearly stated in the Price Schedule and incorporated in the contract. No charges other than the fixed monthly charge for the committed base capacity and the approved Incremental Capacity at the contractual unit rates shall be payable. Any other charge, including setup, activation, licensing, support, data egress, monitoring, migration or exit charges, is deemed included in these rates, and no hidden or unapproved charges shall be payable by NDS.
7. Forecasting and Lead Times: The Bidder shall provide a rolling capacity forecast and advance expansion recommendations (including the recommended quantity and timing) in the monthly capacity report, early enough for NDS to decide before the critical threshold is reached. The Bidder shall document in its bid, and keep updated, the lead times for (a) activation of pre-installed reserve capacity and (b) capacity requiring new hardware (delivery, installation, integration and acceptance). No automatic activation or billing shall occur solely because a utilization threshold is reached.

4.2 Services

The successful bidder has to deploy the proposed solution which may include supply, install, configure and integrate all the items and associated components as described in this document as given below:

1. The successful bidder will submit a detailed plan of activities with time-lines for delivery, installation and commissioning of the system / services for the proposed solution. The engineers deputed by successful bidder will verify the Data Centre (COLO Facility) to be taken by the client from DSCP for site fitness and readiness and apprise NDS about requirements, if any. These activities need to be completed within 15 days from the date when DC Location will be communicated.

2. Successful bidder has to make Provision for any other component / software / licenses / services not mentioned in this document, but required for overall operation of the proposed solution as per technical specifications, at no extra cost to NDS.
3. The Bidder needs to ensure that the hardware and software components is of the same make as submitted in their offer documents. Any deviation has to be duly approved by NDS.
4. Cables (electrical & networking), ports (SFP etc.), Rack Rails, PDUs etc. of appropriate specification and length required for overall solution must be provisioned by the successful bidder as part of the solution.
5. Successful bidder need to provide separate list of all such accessories to be delivered.
6. The Bidder shall permit the Client, at a future date, to connect its own servers to the existing stack, whether the servers are from the same OEM or a different OEM, while continuing to use the same SAN.
7. Successful bidder will compile and provide the list of complete hardware, associated software and documentation inventory to NDS.
8. The installation of all the equipment must adhere to NO single point of failure. Any exception need to be approved by NDS.
9. Network configurations (Fiber & LAN Network) has to be done by the successful bidder at TOR switch level to establish connectivity between the Firewall / Core Network switches as part of the solution. High availability and path level redundancy during configurations should be ensured.
10. The complete documentation on systems configuration, standard operating procedure (SOP) and management should be provided.
11. The successful bidder should configure tools for predictive failure and automatic incident logging for monitoring the hardware events.
12. The successful bidder should have an automated system and be configured to send regular alerts to NDS team on any product related issues, Software/Firmware patch alerts etc. for the solution.
13. The successful bidder should have 24x7 call logging facility through various means viz. Telephone, email, web Interface etc. An incident number need to be generated for each call and communicated to NDS for follow up and monitoring the progress of the call.
14. The service call placed by NDS must be responded within 4 (Four) hours. 24X7 email and phone support, single point contact technical consultant, Toll free Indian Number, and Live chat support during the contract period must be available.
15. Proposed solution Implementation Timelines - execution of works for design, sizing, supply, transport, provisioning, handling, installation, configuration, testing, and integration and commissioning of the solution shall be completed within 15 days from date of Delivery. Selected Bidder shall submit a detailed implementation schedule to meet above mentioned timelines.
16. Bidder shall submit soft copy of all documents within one month from the date of installation and commissioning. Documentation should cover each and every item installed and commissioned as per contract. An indicative list of minimum documentation that Bidder is expected to submit is listed below.

Additional documentation as may be needed as a part of project completion documentation shall be added to this list by the Bidder.

a) Installation and commissioning Reports
b) Acceptance Report including Certificates
c) Configuration Reports for various components, including details of software configuration.
d) Overall Solution Schematic representing Logical & Physical landscape.
e) Network Schematics (Physical and Logical connectivity diagrams)
f) Equipment layout covering all the solution elements viz. Servers, N/W, SAN, depicting interconnectivity with each other along with Firewall.

Responsibility Split and Coordination

The Bidder is responsible for all supplied hardware, software, licences and services under this tender. NDS is responsible for colocation space, power, cooling, utilities, external connectivity and third-party services provided through its nominated colocation provider and appointed managed services provider (MSP), unless expressly included in the Price

Schedule. The successful Bidder shall coordinate directly with NDS, the colocation provider and the MSP during site readiness, installation, commissioning, go-live and subsequent operations, covering: (a) joint site-readiness assessment; (b) rack space, rack layout, power, cooling and environmental requirements; (c) power feeds, PDU requirements and redundancy validation; (d) network connectivity, cabling, transceivers, uplinks and port mapping; (e) IP addressing, VLANs, routing and firewall connectivity; (f) hardware delivery, installation, racking, cabling and commissioning; (g) hypervisor and management platform installation; (h) storage provisioning and integration; (i) monitoring, alerting and access integration; (j) connectivity and interoperability testing; (k) end-to-end infrastructure acceptance testing; (l) go-live planning and technical support; (m) post-go-live troubleshooting and joint incident resolution; (n) OEM case management and technical escalation; and (o) capacity upgrades, firmware updates and planned maintenance. The Bidder shall submit a joint RACI matrix for the Bidder, NDS, the colocation provider and the MSP for NDS approval with the implementation plan.

The Bidder shall be the single point of accountability for defects or failures within its supplied solution and shall not reject or delay incident resolution solely because other providers are involved. Where the root cause lies outside the Bidder's scope, the Bidder shall provide diagnostic evidence and reasonable technical assistance to the responsible provider, and shall participate in joint technical calls and incident bridges until its own scope is restored or formally ruled out through documented evidence.

Go-Live, Acceptance and Handover

Within the 60-day implementation timeline, the Bidder shall submit and obtain NDS approval of: a detailed implementation plan, dependency register, architecture and design, site-readiness checklist, installation checklist, acceptance test plan and go-live checklist. Acceptance testing shall include: compute node failure and failover; storage controller or component failure; network path and switch redundancy; hypervisor high availability and live migration; storage performance and capacity validation; management console and monitoring validation; security configuration and administrative access verification; backup and recovery integration (where in scope); OEM support entitlement verification; and completion of documentation and knowledge transfer. Recurring monthly billing shall commence only after formal acceptance and sign-off by NDS. A post-go-live stabilization period of at least 30 days shall be covered within the contracted service charges, at no additional cost, without changing the billing commencement provisions.

Backup, Security and DR Scope

Infrastructure-level backup and replication capabilities of the platform are distinct from backup, offsite storage and disaster recovery services; unless expressly specified, no backup repository, secondary DR site or DR service is included in this tender. The Bidder shall integrate with NDS's nominated backup, recovery and DR solutions and shall provide security hardening, encryption, role-based administrative access, audit logging, vulnerability remediation, secure management interfaces, prompt notification and coordination for infrastructure-related security incidents, and documented recovery procedures for failures within the supplied infrastructure.

Licensing and Lifecycle Protection

The Bidder shall disclose all hardware and software licences, subscription entitlements, licence metrics, renewal dependencies and OEM support coverage. All mandatory licences and subscriptions shall remain valid for the full 60-month contract, and no additional charge shall be payable for mandatory licence renewals, vendor support changes or software upgrades needed to maintain the contracted functionality. The Bidder shall identify any proposed hardware or software approaching end-of-support during the contract and replace it at no cost before support lapses.

Exit and Transition

At contract expiry or termination the Bidder shall provide transition assistance, including documentation, export of VMs

and configurations, administrative handover, knowledge transfer, coordination with the replacement provider and a certificate of secure data deletion. NDS owns its data and configurations; Bidder-owned hardware remains the Bidder's property unless separately agreed. No migration or exit charge shall be payable for activities already included in the contracted service.

4.3 Service Level Agreements (SLA) & Non-Performance Deductions

Bidder must agree to provide below Service Level Agreements (SLAs) in support of proposed solution. The minimum set of acceptable SLAs for various components are defined and listed below:
Non-availability due to unplanned downtime/ breakdown will be considered as service unavailable.

4.3.1 Severity Level 1:

- Any downtime affecting the server, storage, or network infrastructure within the scope of the Private Cloud hardware that results in the solution becoming unavailable.
- Any downtime of system unavailability due to a bug in Hypervisor layer, Software, or due to firmware issues.

4.3.2 Severity Level 2:

- All other incidents of device failure or software failure shall fall under Severity Level 2.

Recovery Time: Represents the duration in which service availability is started from the time of failure.

SLA Calculation and Deduction Based on the Monthly Billing Cycle

	Breach	
	Time	**Penalty**
Severity 1		
Monthly availability ≥ 99.95%		0%
Recovery Time	≥ 4 Hours and < 12 Hours	5%
Recovery Time	≥ 12 Hours and < 24 Hours	10%
Recovery Time	≥ 24 Hours	25%
Severity 2		
Monthly availability ≥ 99.95%		0%
Recovery Time	≥ 24 Hours and < 72 Hours	5%
Recovery Time	≥ 72 Hours and < 168 Hours	10%
Recovery Time	≥ 168 Hours	25%

Notes to SLA table:
1. Monthly availability (99.95%) is the service commitment for the offered solution and is measured separately from incident recovery time.
2. Recovery time is measured separately for each Severity 1 and Severity 2 incident, from the time of failure. Meeting a recovery-time target does not cure a breach of the 99.95% monthly availability commitment, and meeting the availability commitment does not waive the recovery-time deduction.
3. Deductions are cumulative: each applicable deduction is calculated on the monthly billing amount and the deductions are added together.
4. Total deductions in any month shall not exceed 25% of the monthly charges payable for that month.
5. Availability-breach deduction: if monthly availability falls below 99.95%, the deduction for that month shall be determined from the Severity 1 slabs in the table above, applied to the total unplanned downtime (cumulative, in hours) recorded for the month: less than 4 hours - 3%; 4 hours or more but less than 12 hours - 5%; 12 hours or more but less

than 24 hours - 10%; 24 hours or more - 25%. Availability shall be calculated monthly as (total minutes in the month minus unplanned downtime minutes) divided by total minutes in the month, excluding NDS-approved planned maintenance. The deduction is applied on the monthly billing amount and is in addition to any recovery-time deduction under note 2, subject to the monthly cap in note 4.
6. Availability measurement and planned maintenance: Availability is measured per calendar month for the services delivered to NDS (compute, storage, network, virtualization and management plane of the supplied solution) using the Bidder's monitoring, with logs available to NDS for verification. Unplanned downtime runs from the earlier of detection or logging of the incident until service is restored. Planned maintenance means maintenance notified at least 7 days in advance, approved in writing by NDS, carried out in the agreed window and non-disruptive wherever technically feasible; maintenance that overruns the approved window or causes unplanned impact counts as downtime. Downtime caused solely by NDS or by power, cooling or connectivity provided by NDS's colocation provider or other third parties outside the Bidder's scope, established by documented diagnostic evidence, is excluded.
7. Support and escalation: The Bidder shall provide a single service desk and escalation matrix for the complete supplied solution, with 24x7 support for Severity 1 and Severity 2 incidents. Severity 1: acknowledgement within 15 minutes, engineer response within 30 minutes, restoration within 4 hours and resolution (permanent fix and root-cause analysis) within 5 working days. Severity 2: acknowledgement within 30 minutes, response within 2 hours, restoration within 24 hours and resolution within 7 working days. OEM-backed support with access to specialist engineering teams shall be available throughout the contract, together with proactive monitoring, remote diagnostics, firmware/software maintenance, replacement of failed components and onsite intervention when necessary.
8. Hardware replacement and repeated failures: Failed components shall be replaced at no cost to NDS within the applicable restoration time, with spares held or sourced so that the commitment can be met. If the same component or root cause recurs three or more times in any 90 days, the Bidder shall provide a root-cause report within 10 working days, replace the affected component or unit at no cost, and escalate to its senior management and the OEM.
9. Reporting: The Bidder shall submit a monthly service report (availability, incidents and RCA, SLA performance and deductions, capacity and alerts, patch/firmware status, Incremental Capacity usage and billing) and attend periodic technical reviews with NDS. SLA deductions shall be applied against the next monthly invoice.

5. Minimum Solution Configuration

#	Parameter	Functionality	Bidder Compliance	Solution offered in brief by the Bidder
1	Platform	1. The proposed platform will provide a next-generation infrastructure and cloud operations experience, enabling customers to build self-service private clouds and deliver unified cloud services, from virtual machines to infrastructure management.		

		2. The offered platform shall provide a self-service private cloud and hyperconverged infrastructure, enabling the management and provisioning of compute, network, and storage resources through a cloud-native console. It shall combine the capabilities of converged infrastructure while allowing compute and storage resources to scale independently.		
		3. The offered platform shall support fully independent scaling of the compute and storage components.		
2	Hypervisor Support	1. The proposed self-service private cloud platform shall be based on a widely recognized hypervisor from a reputable vendor, such as Broadcom, HPE, Microsoft, or Nutanix. Bidder to propose only one of the above listed hypervisor.		
3	Licenses	1. Vendor shall provide the required Hypervisor virtualization licenses for entire offered configuration.		
		2. Vendor shall ensure that their licensing is based upon Socket. In case licensing is based upon Core then vendor shall provide minimum of 64 Core license per server or actual number of cores per server, whichever is higher for the supplied hypervisor.		
4	Data Protection	1. Offered platform shall use all NVMe flash drives only for storage layer. All offered NVMe Flash drives on storage layer shall be configured with Hardware raid with double parity protection or in Replication factor 3 (RF-3) for asked usable capacity, if hardware raid is not supported by the bidder.		

		2. Failure of any compute engine shall not reduce the overall number of offered drives. In case vendor is not supporting this capability, then additional one node of the same configuration in terms of compute and storage shall be provided.		
5	Architecture and Performance	1. Offered self-service private cloud platform storage layer shall be true Active-active so that every logical disk is striped across all offered drives, and all offered drives shall be able to contribute the IOs to all storage layers or controllers simultaneously.		
		2. Offered platform shall have flexibility to utilize all offered drives on storage layer for a given virtual machines for both read and write operations and shall not be limited to local node allocation.		
6	No Single point of Failure	Offered platform shall be configured in no single point of failure-environment. Vendor shall design in such a way that storage layer shall provide at-least 100% data availability and VM availability is being maintained through the offered hypervisor clustering.		
7	Investment Protection	Offered platform shall non-disruptively scalable to higher generation platform within the given family without any forklift upgrade. There shall be no data loss while upgrading to next generation model.		
8	Hybrid Management	1. Offered self-service private cloud platform shall also support Amazon Web services and Azure public cloud provider for VM operations.		
		2. Offered self-service private cloud platform shall also allow creation of VM from Public cloud provider directly from the Private cloud console and shall be able to import the images and instance type while provisioning the VM.		

9	Life Cycle Management	Offered self-service private cloud platform shall list down the current version of offered system (Hardware, Management module, Hypervisor, Service Pack, Storage layer) and shall also provide the update path of next version from the GUI itself.		
10	Thin Provisioning and Space optimization	Offered self-service private cloud platform shall support inline data efficiency engine (Supporting Thin Zero detect and re-claim, De-duplication and Compression) and shall be enabled by default. Client shall have flexibility to enable / disable the data efficiency engine at the time of Volume creation, which is going to be assigned as datastore.		
11	Snapshot / Point in time copy / Zero Copy Clone / Thin Clone	1. For ransomware protection, the offered platform must provide the capability to create immutable, read-only snapshots, that cannot be modified.		
		2. The offered self-service private cloud platform shall provide the capability to create compliant, read-only snapshots, which makes it impossible to modify or delete the snapshot and its base volume by the user, a system administrator, and the manufacturer.		
12	Ransomware Detection	1. The offered platform shall have in-built inline data-adaptive ransomware detection engine for the volumes being used for Virtual machines.		
		2. It shall be possible to select a specific set of volumes or group of volumes to be enabled for Ransomware detection for block data being used for virtual machines.		
		3. Ransomware detection engine shall be truly intelligent by creating an immediate creation of alert snapshots after noticing the suspicious event.		

		4. It shall also be possible to export the ransomware detection logs to a remote server, such as a SIEM or XDR and Call home support.		
13	Ransomware Protection	1. For ransomware protection, the storage engine must provide the capability to create immutable, read-only snapshots, that cannot be modified.		
		2. The storage engine shall provide the capability to create compliant, read-only snapshots, which makes it impossible to modify or delete the snapshot and its base volume by the user being used for virtual machine, a system administrator, and the manufacturer.		
		3. The protection period of the above snapshots must be individually configurable between minutes and several years. Changing the clock must not allow the tampering of protection.		
14	Cloud Enabled Monitoring, AI support and Analytics	1. Offered platform shall have cloud enabled monitoring, AI support and analytics engine for proactive management and risk mitigation. All required licenses for same shall be included in the offer.		
		2. The offered platform should have cloud native data console for managing unlimited number of offered platforms. Cloud native console / dashboard shall provide following functionalities:		
		a. Common Dashboard for all managing multiple platforms through a single cloud native data console.		
		b. Dashboard shall also the output of configuration check of overall installed system and shall clearly highlight the issues, if any, by clicking on them.		
HyperVisor - Virtualization				

1	Operating System Support	The offered Hypervisor shall be supported with all leading Guest Operating Systems and shall allow creating and managing n number of VMs in the taken nodes. The respective license of Hypervisor must be supplied as per the nodes specs accordingly to allow creation of n number of virtual machines.		
2	Key Functionalities	The Hypervisor offered shall support the following key functionalities:		
		a. Migration of a running virtual machine from one host to another within the same cluster with zero downtime.		
		b. Shall automatically restart virtual machines on another host in the same cluster in the event of an unexpected host failure within the cluster.		
		c. The offered Hypervisor shall dynamically schedule the placement of virtual machines within a cluster based upon optimal workload distribution across the cluster.		
		d. The offered hypervisor shall have flexibility to define the aggressiveness level controls for rebalancing the cluster for optimal workload performance.		
		e. Aggressiveness level controls shall have internally the cooldown period for VMs so that any noisy VMs shall not cause frequent migrations to affect the overall performance of cluster.		
		f. Shall support migration of virtual disk(s) of a running virtual machine from one storage data store to another with zero downtime.		
3	Resource Grouping	The offered Hypervisor management engine shall have a concept of grouping resources into a common identity, comprises of resources like Clouds, hosts, VMs, network, resource pools, data stores etc. so that required users can be assigned to it.		

4	Additional Hypervisor and private cloud provider Management	The offered Hypervisor management engine shall support additional private cloud provider and hypervisor, preferably VMware, from the common interface without any additional coding.		
5	Service Plan for Resource deployment	The offered hypervisor Management engine shall allow administrator to create service plan or t-shirt size based on CPU, Memory and Storage and shall be available to users while creating / provisioning the instance / VMs.		
6	Virtual Machine Management	The offered Hypervisor shall support the following features for Virtual Machine Management:		
		a. Create / Delete / Restart / Start / Stop / Suspend and Discovery of Virtual machines.		
		b. Snapshot operations – Create / Delete / revert of Virtual machines		
		c. Tagging – Add / Delete / Edit tagging for Virtual Machines.		
		d. Live Migration of VM, VM HA and Pin virtual machine to a specific host.		
		e. Cloning of VM, Clone to VM Template.		
		f. Virtual Hardware Management - Add and remove virtual hardware such as hard disks, network interfaces, CPU and memory from a managed virtual machine.		
		g. The offered hypervisor software shall provide robust CPU affinity and anti-affinity rules to optimize workload placement, performance and Availability.		
7	Guest VM boot options and Security	1. The offered Hypervisor shall support all well-known boot options for a given VM including UEFI, BIOS mode, TPM, network boot and UEFI secure boot.		

		2. The offered Hypervisor shall also support Boot to BIOS / UEFI so that virtual machine shall show firmware configuration console on the next startup instead of booting directly into the operating system.		
		3. For improved asset management, the offered hypervisor shall allow to assign BIOS asset tag / VM level identifier exposed to guest operating system.		
		4. The offered hypervisor shall support VM Secure Metadata enabled datastore so that TPM enabled virtual machines security identity shall also move to failover nodes seamlessly.		
		5. The offered hypervisor shall allow the sharing the raw VM disks to multiple VMs simultaneously.		
8	Cluster Operations	The offered Hypervisor shall support both expansion and shrinking of VM clusters.		
9	Snapshot Preservation	The offered Hypervisor shall ensure that child snapshots of the restored snapshot are preserved instead of automatic deletion.		
10	Credential and OS Images	1. The offered Hypervisor shall support both internal and external Credential store for securely pulling in the username and password, access and secret key along with key pair and SSH certificates.		
		2. The offered hypervisor software shall provide flexibility to bring / upload OS images.		
Enterprise - Hybrid Cloud Management				

1	Future Proof for Enterprise Hybrid Cloud Management	It shall be further possible to upgrade the offered virtualization engine to full-fledge Cloud management platform so that all required functionality of Cloudops (Cloud operations for VM, and Container platforms), SecOps (Security and Control), Devops (Automate and Orchestrate) and Finops (Visualize and optimize) can be achieved with appropriate RBAC controls.		
2	Key features of Enterprise Hybrid Cloud Management	After upgrading the Hypervisor to full-fledge cloud Management, it should become truly heterogenous and shall quickly integrate with below tools / Platforms / integrations:		
		a. Hypervisors: VMware, Nutanix, HPE VME, Microsoft etc.		
		b. Clouds: AWS, Azure, GCP, IBM, Oracle, Digital Ocean, Openstack etc.		
		c. Identity: Active Directory, Okta, SAML, LDAP, Onelogin etc.		
		d. Network: NSX, ACI, SolarWinds, SDN etc.		
		e. Load Balancers: F5, Citrix, Azure Load Balancer etc.		
		f. Backup: Native Backup functionality, Veeam, Commvault, Zerto etc.		
		g. ITSM: ServiceNow, Cherwell, BMC-Remedy etc.		
		h. Automation – Chef, Puppet, Ansible, VMware Orchestrator etc.		
Additional Mandatory Platform, Security and Operational Requirements				
1	Management Plane High Availability	All platform management components, including cloud management, hypervisor management, storage management and monitoring, shall be deployed without a single point of failure. Failure of one management instance shall not interrupt running workloads or prevent essential administration.		

2	Network Segmentation and Security	The solution shall support separate management, storage, migration, backup and tenant/workload networks using VLANs/VRFs or equivalent controls. It shall support distributed firewalling or micro-segmentation either natively or through a supported integrated solution.		
3	Backup, Recovery and DR Objectives	The bidder shall document achievable RPO and RTO for the proposed backup and replication design, demonstrate application-consistent recovery, support granular and full-VM restore, and provide a recovery runbook. Backup data shall support immutability and encryption in transit and at rest.		
4	Patch, Vulnerability and Lifecycle Management	The solution shall manage coordinated lifecycle management for firmware, drivers, hypervisor and platform software, including compatibility checks, pre-checks, rollback guidance and non-disruptive rolling upgrades wherever supported. Bidder shall state the security patch notification and remediation process.		
5	Secure Administration	Management interfaces shall use secure protocols and certificates, disable insecure or unused services, support configurable session timeout and account lockout, and allow restricted administrative access through designated management networks or jump hosts.		
6	Metering, Reporting and Chargeback	The cloud management platform shall provide utilization, allocation, trend, capacity forecasting and showback/chargeback reports by tenant, project, department, resource group or tag, with export to commonly used formats.		

7	Interoperability and Exit Portability	The bidder shall provide standard methods to export virtual machines, templates, images, configuration data and operational reports. No proprietary lock-in shall prevent migration of workloads and data at contract completion or technology refresh.		
8	Server Integration	The Bidder shall permit the Client, at a future date, to connect its own servers to the existing stack, whether the servers are from the same OEM or a different OEM, while continuing to use the same storage.		
9	OEM Support and Product Lifecycle	All proposed products shall be generally available and under active OEM support on the bid submission date. The bidder shall disclose announced end-of-sale/end-of-support dates and ensure support coverage for the complete 60-month contract period, including required subscriptions and updates.		

6. Technical Specifications

This section provides minimum technical specification of all hardware and software that has to be supplied, installed, commissioned and integrated by the bidder.

6.1 Storage System

#	Item	Technical Specification (Storage Area Network - Qty:1)	Bidder Compliance	Solution offered in brief by the Bidder
1	Operating System & Clustering Support	1. The storage array must support industry-leading Operating System platforms natively or via standard MPIO including: Windows Server, VMware vSphere/ESXi, and Enterprise Linux distributions.		
		2. Offered Storage shall fully support cluster configurations (failover/high-availability clustering) across all specified operating systems.		
2	Capacity & Scalability	1. The Storage Array shall be supplied upfront to deliver a minimum of 15 TB of Usable Capacity uncompressed and a minimum of 30 TB effective capacity after compression.		
		2. The system must achieve this capacity using high-performance NVMe Solid State Drives (SSDs) with a minimum drive population of 8 flash disks of at least 3.84 TB in size.		
		3. For effective power saving and dense footprint limits, the storage subsystem shall be supplied within a compact 2U dual-node controller enclosure chassis supporting Small Form Factor (SFF) drive bays.		
		4. Storage architecture must scale flexibly to support high capacity ceilings, accommodating greater than minimum 80TB of raw flash capacity without replacing the existing proposed disk to support future scale blocks.		
3	Front-end Ports & Connectivity	1. Offered Storage system shall be supplied with a minimum of 8 x 25GbE SFP28 front-end ports (4 ports per controller node) allocated for high-throughput host connectivity.		

		2. Offered storage shall natively support block protocols, specifically iSCSI / NVMe over TCP, providing high-availability redundant paths to Top-of-Rack network switches.		
4	Architecture	The storage array must feature a true symmetric, high-availability architecture utilizing dual, redundant, hot-pluggable, Active-Active storage controllers to ensure simultaneous path processing and balanced performance loads.		
5	No Single Point of Failure	Offered Storage Array shall be fully engineered with zero single points of failure (NSPOF), including redundant hot-swappable active-active controller modules, redundant cooling fans, and N+1 hot-plug power supplies.		
6	Disk Drive Support	1. The storage subsystem must support high-performance NVMe Read-Intensive or Mixed-Use Solid State Drives (SSDs), with an initial population consisting of at least 8 x 3.84TB NVMe SSDs.		
		2. Offered storage array shall natively feature support for Self-Encrypting Drives (SED) with hardware-based Data-at-Rest Encryption (D@RE) to meet strict data security policies.		
		3. Caching to handle incoming write requests with sub-millisecond low latency and should be protected from power failure.		
7	System Cache & Power Protection	1. Offered Storage Array shall feature dedicated high-speed system memory/cache per controller node (minimum 256GB or greater per controller) to ensure low latency and high IOPS processing.		
		2. In the event of a sudden data centre power loss, cache contents must be protected indefinitely by automatically destaging unwritten data to non-volatile flash media utilizing built-in backup power modules (such as supercapacitors or battery modules).		
		3. System must support write-through or active cache-mirroring architectures across the dual active-active nodes to ensure absolute data persistence.		

8	Storage Volume Protection	Offered Storage Subsystem shall utilize an advanced, automated dynamic virtual striping layout or distributed virtual RAID parity protection mechanism (equivalent to RAID 5 / RAID 6 / DRE) that safely tolerates simultaneous drive failures without impacting data integrity. The offered storage solution shall be provided with built data-adaptive ransomware detection and protection engine for both File and Block Volumes.		
9	Point in Time & Clone Copy	1. Offered Storage array shall include built-in, pointer-based snapshot and thin-clone functionalities, with zero-overhead performance impact, supporting at least 512 total snapshot instances as standard software inclusion.		
		2. The storage system must support unalterable/immutable snapshot features (such as Secure Snaps or Virtual Locks) to protect read-only snapshot copies against malicious data deletion or ransomware attacks.		
10	Replication	1. Offered storage subsystem shall support native array-based asynchronous and synchronous replication mechanisms to a secondary/DR storage system, with licensing included from day one.		
		2. The replication engine must support advanced topology profiles, including multi-array fan-out or fan-in schemas, to accommodate flexible distributed infrastructure protection designs.		
11	Virtualization and Thin Provisioning	1. Offered storage shall be architected as a fully virtualized storage pool where logical volumes are automatically striped across all available internal flash drives to maximize parallel performance capabilities.		
		2. The array must support native, zero-overhead Thin Provisioning capabilities to maximize capacity utilization and eliminate stranded space allocations.		

12	Data Efficiency & Reduction	Offered Storage must feature automated, inline data reduction for Zero Detect, Deduplication, and Compression to optimize storage footprints and maximize effective capacity capabilities.		
13	Dynamic Capacity Management	1. Storage subsystem must manage drive failures dynamically via built-in virtual spare space distribution or automated rebuild features distributed across the array.		
		2. The system must automatically reserve and distribute failure-parity capacity without requiring unallocated physical drives to sit idle as legacy dedicated hot spares.		
14	Logical Volume & Performance Management	1. Storage Subsystem shall support large scale mapping environments, supporting a minimum of 512 Logical Units (LUNs/Volumes) and the capability to provision volumes greater than 10TB.		
		2. Offered Storage shall feature an integrated cloud or web-based AIOps management dashboard system (monitoring aggregate IOPS, latency, and throughput trends) without any additional license cost.		
		3. The management software must maintain historic performance data metrics with granularity options matching or exceeding a 30-day performance retention window, with support for automated metric reporting or export schedules.		
15	Load Balancing & Multi-pathing	The platform must seamlessly integrate with industry-standard operating system Native Multipath I/O (MPIO) architectures or provide dedicated path management software to achieve optimized host load balancing and automatic path failover.		

6.2 Servers

#	Item	Technical Specification (Servers - Qty:3)	Bidder Compliance	Solution offered in brief by the Bidder

1	Form Factor	1U / 2U Rack Mountable optimized for high-density compute nodes, compatible with enterprise server rails and cable management arms.		
2	Processors	Shall be supplied with Dual (2) latest generation Enterprise Intel Xeon Scalable Processors per server of Intel Xeon 6th Gen Family.		
3	Processor Cores & Cache	Minimum of 32 physical cores per processor and 64 logical cores with a clock speed base frequency of 2.9GHz or above, and minimum 72MB L3 cache per processor to support high-density virtualization.		
4	Motherboard & Chipset	Enterprise-class dual-socket motherboard optimized for Intel Xeon Scalable platforms supporting high-speed PCIe Gen5 channels.		
5	Memory Capacity	Supplied upfront with a minimum of 1024 GB (1 TB) high-speed RAM per server node, populated using high-performance DDR5 6400 MT/s ECC Registered Smart Memory modules.		
6	Memory Scalability & Integrity	System memory architecture supporting multi-DIMM slots per processor, scalable up to 2TB or more without replacing existing memory modules, with native capability to identify and report genuine OEM validated memory modules.		
7	Memory Protection	Advanced ECC with multi-bit error protection, fast fault tolerance, online spare, and advanced memory RAS features.		
8	Internal Storage Drive Bays	Server chassis supporting flexible Small Form Factor (SFF) drive configurations including direct-attach NVMe drive cages. Equipped with a dedicated hardware boot-optimized subsystem consisting of Dual (2) M.2 NVMe SSDs of 480GB or higher in size in hardware RAID 1 protection.		
9	Storage/RAID Controller	High-performance enterprise hardware RAID controller or direct NVMe optimized host interface with flash-backed write cache, supporting secure data-at-rest encryption (D@RE) and secure key management.		

10	Network Host Connectivity	Offered Server node must be configured with high-throughput multi-port network adapters with minimum 6 ports of 25GbE SFP28 interfaces. The Server must be supplied with necessary SFPs, cables and connectors.		
11	Out-of-Band Remote Management	Dedicated 1Gbps agentless out-of-band management port (e.g., Dell iDRAC10 Enterprise / HPE iLO Advanced) supporting browser-based graphical remote console, virtual media, power capping, and automated proactive health event transmission.		
12	Management Integration	Native integration capabilities with centralized hybrid cloud observability software (e.g., OpenManage Enterprise / Compute Ops Management) and hypervisor management consoles (such as VMware vCenter or multi-hypervisor orchestrators).		
13	Bus Slots & Expansion	Multiple PCI-Express (PCIe Gen5) expansion slots supporting high-density network mezzanine adapters (OCP 3.0) or standard low-profile PCIe cards.		
14	Power Supply Unit (PSU)	Hot-plug redundant high-efficiency power supplies (Titanium/Platinum level efficiency, single phase 100-240V AC operating limits, 1600W or higher matching system configurations).		
15	Cooling Infrastructure	Fully redundant hot-plug high-performance system cooling fan modules (Smart Flow / High Performance Fan or equivalent) ensuring optimal operations up to standard ambient temperatures.		
16	System Tuning & Profiles	Inbuilt system workload optimization profiles allowing custom server tuning for maximum application performance or automated power efficiency optimization.		
17	Hardware-Rooted Security	Silicon-based hardware root of trust creating an immutable digital fingerprint in the hardware logic, featuring Secured Component Verification (SCV), preventing compromised firmware code execution, secure recovery, firmware rollback, secure erase, and TPM 2.0 or better.		

18	Operating System Support	Full certified compatibility and support for industry-leading enterprise operating systems and hypervisors including Microsoft Windows Server, VMware ESXi, Red Hat Enterprise Linux (RHEL), and SUSE Linux Enterprise Server or OEM provided Hypervisor.		

6.3 TOR (Top of Rack) switch

#	Item	Technical Specification (Top-of-Rack Network Switches - Qty:2)	Bidder Compliance	Solution offered in brief by the Bidder
1	**Form Factor & Architecture**	1. The switch must be a fixed-configuration enterprise-class Layer 2/3 Top-of-Rack (ToR) switch platform.		
		2. Must feature dedicated dual, hot-swappable, redundant power supplies (AC 100-240V) and fully redundant N+1 hot-pluggable cooling fan modules matching Port-to-Power / front-to-back airflow boundaries.		
2	**Port Density & Capabilities**	1. The platform must support a minimum of Fourty Eight (48) native 25GbE SFP28 high-throughput ports supporting line-rate, non-blocking performance or Mixed of 25GbE and 100GbE giving an option to connect minimum 32 devices at 25GbE speed with below requirement: Must be supplied with below useable ports (including necessary SFPs) each switch from Day 1: i) 18 * 25GbE SFP28 ii) 6 * 1GbE SFP iii) 2 * 10GbE SFP+ Solution must allow connecting Core Switches / Firewall to the ToR Switches.		
		2. Required no. of FC cables to connect the servers, storage, and other devices as specified in Point no. 2.1 should be supplied.		
		3. Each switch must be supplied with and connected through 100GbE (QSFP28) ports to eliminate any single point of failure.		

3	**Switching Performance**	1. The hardware architecture must support a minimum bi-directional switching capacity of 2.0 Tbps or higher.		
		2. Must deliver a minimum packet forwarding rate of 1.5 Bpps (Billion packets per second) or higher to ensure wire-speed processing across all ports concurrently.		
4	**High Availability & Fabric Stacking**	1. The switch platform must support hardware-level multi-chassis link aggregation (such as Aruba VSX or Dell VLT equivalents) to allow two distinct physical switches to act as a single logical resilient node.		
		2. The high-availability fabric must ensure loop-free active-active multi-pathing connections for attached compute nodes and storage arrays with sub-second failover processing.		
5	**Layer 2 Features**	Must support extensive Layer 2 networking protocols including IEEE 802.1Q VLAN tagging, Link Aggregation Control Protocol (LACP), Jumbo Frames up to 9000 bytes or higher, and advanced spanning tree variants (MSTP/RSTP).		
6	**Layer 3 Routing**	Must include advanced enterprise routing features natively from day one, supporting static unicast routing, OSPFv2/v3, BGP-4, ECMP (Equal-Cost Multi-Path), policy-based routing, and VRRP (Virtual Router Redundancy Protocol).		
7	**Data Centre Orchestration**	1. The switch operating software must support software-defined data centre network virtualization fabrics utilizing VXLAN (Virtual Extensible LAN) mapping with BGP EVPN control plane mechanics.		
		2. The hardware must offer hardware-assisted Priority Flow Control (PFC) and Explicit Congestion Notification (ECN) to guarantee loss-less iSCSI, NVMe over TCP, or RoCE data traffic flows.		
8	**Management & Automation APIs**	1. The networking operating system must provide a modern, open architecture supporting standard command-line interface (CLI), comprehensive RESTful API libraries, and telemetry systems.		

		2. Must integrate seamlessly into central cloud orchestration suites or automation tools (such as Ansible, Terraform, or proprietary centralized management consoles like HPE Aruba Central / Dell OpenManage Network Builder).		
9	**Quality of Service (QoS) & Security**	1. The platform must offer multi-stage Access Control Lists (ACLs) to regulate IPv4/IPv6 traffic streams along with MAC-level security layers.		
		2. Must provide robust hardware QoS capabilities including advanced traffic prioritization queues, rate limiting, and explicit bandwidth traffic shaping policies.		

6.4 Passive components

All relevant passive components required for the completion of the above scope should be taken care by the Bidder. Bidder has to provide hardware, peripherals, Common Monitor with keyboard and mouse, interface, console, cables, patch cords, power cords, any other accessories/parts or any other part to provide power to different devices or interconnectivity of different devices having standard/international sockets will be consumed/utilized in this system.

7. Prequalification Criteria for Bidder

#	Parameter	Mandatory Qualification Criteria	Supporting Document	Bidder Compliance
1	Legal Registration in India	The Bidder shall be a company/entity legally registered in India under the applicable Companies Act/LLP Act and shall have been in continuous business operations for at least 3 years as on the bid submission date.	Certificate of Incorporation/Registration and PAN/GST registration.	
2	Average Annual Financial Turnover	The Bidder shall have an average annual turnover of at least INR 25 Crore during the last completed financial year.	Audited financial statements for the last financial year OR certificate from a Chartered Accountant/Statutory Auditor specifying the turnover.	

3	Positive Net Worth	The Bidder shall have positive net worth in each of the last three completed financial years and should not be under insolvency, liquidation or bankruptcy proceedings as on the bid submission date.	Statutory Auditor/Chartered Accountant certificate for the relevant financial years along with a bidder undertaking regarding insolvency/liquidation status.	
4	Experience in Similar Private Cloud / Data Centre SITC	The Bidder shall have successfully completed SITC of similar Private Cloud/Data Centre infrastructure for a minimum of 3 customers during the last 12 months preceding the bid submission date. The qualifying project should substantially cover enterprise servers/compute, shared or software-defined storage, high-speed networking, virtualization/hypervisor and centralized infrastructure/cloud management.	Copies of Purchase Orders/Work Orders along with Completion/Commissioning/Go-Live Certificates issued by the respective customers. Customer reference/contact details should also be provided.	
5	Minimum Comparable Project Scope	At least one of the qualifying projects shall involve an integrated Private Cloud or virtualized infrastructure deployment broadly comparable with the proposed solution, comprising compute cluster, enterprise storage, redundant networking and virtualization/cloud management.	PO/Work Order, detailed scope of work and completion/commissioning certificate clearly establishing the project scope.	
6	Experience in OPEX / Managed Infrastructure Model	The Bidder should have experience in delivering and/or supporting at least one enterprise infrastructure, Private Cloud, Data Centre or managed infrastructure project under an OPEX, subscription, Infrastructure-as-a-Service or managed-service model.	PO/Work Order/Agreement demonstrating the OPEX/subscription/managed-service nature of the engagement, along with completion or ongoing satisfactory-service certificate.	
7	OEM Authorization	The Bidder shall be an authorized partner/system integrator of the proposed OEM(s) for the infrastructure components, including servers/compute, storage, Network Switches, and virtualization/private-cloud platform. The authorization	Valid OEM Partner Certificate(s) and project-specific Manufacturer Authorization Form (MAF), wherever applicable.	

		shall remain valid during bid evaluation and project execution.		
8	OEM-Certified Technical Manpower	The Bidder shall have at least 5 technically qualified resources on its payroll holding valid OEM/industry-recognized technical certifications relevant to the proposed server, storage, networking, virtualization and private-cloud/cloud-management technologies.	Employee CVs/profiles, valid certification copies/details and bidder declaration confirming that the resources are on its payroll to be submitted on client demand as and when required.	
9	Dedicated Solution Architect / Technical Lead	The Bidder shall nominate at least **one Solution Architect and one Technical Lead** having relevant experience in designing and implementing enterprise Private Cloud/virtualization infrastructure.	CVs of nominated resources, relevant certifications and bidder authorization/deployment letter.	
10	Back-to-Back OEM Support	All major hardware, software, hypervisor/cloud-management licenses and subscriptions forming part of the proposed solution shall remain under active OEM-backed support throughout the OPEX contract period.	OEM undertaking/MAF confirming support availability, together with proposed support/subscription entitlement details.	
11	Non-Blacklisting / Debarment	The Bidder shall not have been blacklisted or debarred by any Central/State Government Department, PSU, autonomous body or statutory authority as on the bid submission date.	Self-declaration/undertaking on bidder's letterhead, signed by the authorized signatory.	
12	OEM Product Lifecycle	The proposed major hardware/software components shall be current, actively supported products and shall not have been declared End-of-Life/End-of-Support in a manner that prevents support for the required contract period.	OEM declaration/undertaking confirming product lifecycle and support availability for the proposed contract period.	

13	Single-Point Responsibility	The Bidder shall assume **end-to-end responsibility** for delivery, installation, configuration, integration, testing, commissioning, warranty/OEM support and operational support of the complete Private Cloud stack, irrespective of the number of OEMs forming part of the proposed solution.	Undertaking from the Bidder accepting single-point responsibility, supported by OEM MAFs/authorization letters.	

8. Technical Evaluation Criteria

Technical Evaluation Criteria (Private Cloud on OPEX Model)					
Category: Product alignment/Capabilities with client requirements					
#	**Technical Criteria**	**Description**	**Compliance (Yes/No)**	**Product Datasheet / Supporting Document Reference**	**Bidder's comments (if any)**
1	Integrated Private Cloud Architecture	The proposed solution shall provide an integrated and production-ready Private Cloud platform comprising compute, enterprise storage, high-speed switching, virtualization/hypervisor, centralized management, self-service provisioning, monitoring, and data-protection capabilities. The bidder shall submit a detailed architecture diagram and component-level bill of materials.			
2	High Availability & No Single Point of Failure	The proposed platform shall be designed without any single point of failure across compute, storage, network and management components. It shall support host-level high availability, redundant storage controllers, redundant network paths, redundant power supplies and			

		automatic workload restart or failover.			
3	Compute, Storage & Network Fitment	The bidder shall demonstrate compliance with the specified compute capacity, processor configuration, memory, NVMe storage, usable capacity, storage-controller architecture, 25/100 GbE networking, ports, transceivers and connectivity requirements. The bidder shall submit OEM sizing reports and supporting datasheets.			
4	Data Protection & Cyber Resilience	The platform shall support encryption at rest and in transit, immutable snapshots, ransomware detection or alerting, secure firmware, hardware-rooted trust and integration with SIEM/SOC platforms.			
5	Monitoring & Lifecycle Management	The proposed platform shall provide centralized health monitoring, capacity and performance analytics, alerts, reporting, configuration compliance, firmware/software inventory, upgrade recommendations and coordinated lifecycle management.			
Category: Bidder/OEM Capability, Implementation Experience, Resources & Support					
S. No.	**Technical Criteria**	**Description**	**Compliance (Yes/No)**	**Product Datasheet / Supporting Document Reference**	**Bidder's comments (if any)**

1	OEM Authorization & Partner Capability	The bidder shall be an authorized partner of the proposed OEM(s) and shall submit valid Manufacturer Authorization Forms covering supply, implementation, licensing, support and OPEX service delivery for the complete proposed stack. Preference may be given to bidders holding an advanced applicable partner tier under the OEM current partner programme.			
2	Experience in Comparable Private Cloud Projects	The bidder shall have successfully implemented at least three comparable Private Cloud, hyperconverged infrastructure, virtualization or hybrid-cloud projects during the preceding two years. At least one project should involve an OPEX i.e. subscription-based delivery model.			
3	Qualified Technical Resources	The bidder shall have at least four technical resources with hands-on experience in server, storage, network, virtualization and cloud-management implementation. At least three proposed resources shall hold valid OEM or industry-recognized certifications relevant to the offered solution.			
4	Implementation Governance	The bidder shall nominate a dedicated Project Manager, Solution Architect and Technical Lead and submit a Project Charter covering methodology, milestones, dependencies, roles and responsibilities, risk management, testing,			

		acceptance and progress reporting.			
5	India Support & Escalation Capability	The bidder shall maintain functional technical-support capability in India and provide a documented L1/L2/L3, OEM escalation matrix, 24x7 incident registration, severity-based response/restoration commitments and onsite support where required.			
Category: Future Readiness, Scalability & OPEX Flexibility					
S. No.	**Technical Criteria**	**Description**	**Compliance (Yes/No)**	**Product Datasheet / Supporting Document Reference**	**Bidder's comments (if any)**
1	Independent Scalability	The proposed architecture shall permit independent expansion of compute, storage capacity and network connectivity without requiring replacement or redesign of the complete platform.			
2	Hybrid & Multi-Cloud Readiness	The management platform shall support integration with public-cloud and other virtualization environments through native capabilities, providing a common operational framework for private-cloud and future hybrid-cloud workloads.			
3	Technology Refresh & Workload Portability	The bidder shall provide a technology-refresh mechanism during or at the end of the contract period, including migration of workloads, data and configurations to the refreshed platform without additional migration charges, except where explicitly identified in the commercial offer.			

4	Capacity Forecasting & Expansion	The solution shall provide capacity forecasting and utilization trends. The bidder shall quote predefined unit rates for additional compute, memory, usable storage, network ports, software licenses and support for the complete contract period.			
Category: Mandatory Solution Submission, Prequalification & Configuration Compliance					
S. No.	**Technical Criteria**	**Description**	**Compliance (Yes/No)**	**Product Datasheet / Supporting Document Reference**	**Bidder's comments (if any)**
1	Submission of Detailed Solution Document	Submission of a comprehensive solution document is mandatory. The document shall include the proposed logical and physical architecture, OEM-validated sizing, bill of materials, compute/storage/network design, hypervisor and cloud-management architecture, licensing, high-availability design, security, backup and recovery, implementation methodology, OPEX service-delivery model, support and escalation matrix, technology-refresh approach, exit/transition provisions, assumptions, dependencies and deviations.			
2	Average Annual Turnover	The bidder shall submit audited financial statements or a certificate from the Statutory Auditor/Chartered Accountant confirming the average annual turnover of the bidding entity during the last three completed financial years. A minimum average annual turnover of INR 10 Crore is mandatory.			

3	Compliance with Minimum Solution Configuration (Section 4 of the RFP)	The bidder shall submit a signed clause-by-clause compliance statement against every requirement specified under Section 4 of the RFP (miminum solution configuration), supported by OEM datasheets, sizing documents, technical references and a clearly identified deviation statement.			

9. Bid Evaluation Methodology

The evaluation shall be conducted in two stages:

g) Technical qualification shall be on a Pass/Fail basis against the mandatory requirements specified in this tender. Bidders shall submit the signed technical compliance matrix, OEM BOM, supporting datasheets, solution architecture and OEM authorization.

h) NDS may seek clarifications or additional verification where necessary. Only technically qualified bidders shall proceed to financial evaluation. The lowest evaluated five-year contract value (L1), being the fixed monthly charge for 60 months plus the one-time installation, integration and commissioning charge, including applicable GST, shall determine the commercial ranking. Optional expansion lines are excluded.

Technical Compliance Verification Process

The detailed technical specifications in this tender are mandatory and shall remain unchanged. To avoid line-by-line manual assessment of every specification, technical verification shall be carried out as follows:

1. Compliance Matrix: The bidder shall submit one signed and stamped compliance matrix covering all technical specifications, indicating for each item Complied / Partially Complied / Not Complied. For each material technical requirement the matrix shall state the proposed OEM and model, the datasheet or documentation reference (document and page) and a brief explanation of compliance. Unsupported declarations shall not be accepted as proof of mandatory functionality. A Partially Complied or Not Complied response to a mandatory specification is a deviation and shall also be disclosed in the deviation statements (Sections 8 and 9), together with any material dependencies and exclusions.

2. Supporting Documents: The bidder shall submit the OEM-backed detailed Bill of Materials (BOM), OEM datasheets, the solution architecture diagram, sizing calculations, the product support matrix, and the OEM authorization and support confirmation.

3. Validation by NDS: NDS shall verify all mandatory specifications against the supporting documents. A bidder's declaration alone shall not be treated as sufficient. NDS shall investigate every deviation and any claim that is unsupported, unclear or inconsistent with the OEM documents, and may seek clarifications or OEM confirmation.

4. Treatment of Deviations: Any deviation from a mandatory specification, or any unsupported claim that is not resolved to NDS's satisfaction, shall render the bid technically non-compliant. A false or misleading declaration may lead to rejection of the bid and forfeiture of EMD.

5. Technical Sign-off: The outcome of the technical verification shall be formally recorded and signed off by the

evaluation committee before any financial bid is opened. Only technically qualified bidders shall proceed to financial evaluation.

9.1 Delivery Schedule, Issuance of PO & Allocation of Qty

Name of Purchaser	Line Item	Qty in total	Delivery Address
NDDB Dairy Services	Hiring of a service partner for Supply, Installation, Testing, and Commissioning of Private Cloud on OPEX Model for NDDB Dairy Services.	As per Price Schedule	NDS-nominated colocation / data centre facility (Delhi/NCR), as communicated by NDS. Purchaser: NDDB Dairy Services, New Delhi

The bidder shall quote prices inclusive of transportation, insurance, delivery, installation, testing and commissioning at the designated NDS-approved Data Centre / Colocation facility. The final site details shall be communicated by NDS before deployment.

Milestone	**Target completion**
Kickoff, detailed implementation plan and site-readiness assessment	Day 7
Solution design, BOM confirmation and deployment preparation	Day 15
Delivery of complete infrastructure	Day 45
Installation, configuration and integration	Day 55
Testing, commissioning and acceptance readiness	Day 60

9.2 PRICE SCHEDULE

Definitions for Price break up sheet:

Compute: It Includes Servers (Nodes) including hardware resources, Virtualization platform cum Hypervisor for the servers, Single Dashboard solution for provisioning, maintenance and operations of complete solution, integration with Public Cloud (Hyperscalers), Workload visibility system, Monitoring system, and Billing solution.

Storage: Includes Storage Area Network (SAN) and storage disks, with disk capacity measured in gigabytes (GB).

Network: Includes switches for SAN, Server and LAN Connectivity.

No.	Commercial component	UOM	Qty	Quoted Price
1	Compute	Month	60	To be quoted on NCDFI portal. Payment to be processed on Monthly basis based. Compute must cover the specs given in section 5 "Minimum Solution Configuration" and section 6 "Servers" and "Passive Components"
2	Storage	Month	60	To be quoted on NCDFI portal. Payment to be processed on Monthly basis based. Storage must cover the specs given in section 5 "Minimum Solution Configuration" and section 6 "Storage"
3	Network	Month	60	To be quoted on NCDFI portal. Payment to be processed on Monthly basis based. Network must cover the specs given in section 5 "Minimum Solution Configuration" and section 6 "TOR (Top of Rack) switch"

4	Additional compute capacity (optional): (a) per additional licensed physical CPU core per month; (b) per additional GB of RAM per month. Per core per month / Per GB per month (Compute should include as per section 9.2 – Compute)	Month	12	(a) or / and (b) as applicable to be quoted separately on NCDFI portal
5	Additional usable storage capacity (optional): per additional usable TB per month (1 TB = 1,000 GB). Per usable TB per month (Storage should include as per section 9.2 – Storage)	Month	12	To be quoted on NCDFI portal Optional means the client has an option to add additional storage as and when required as per the price quoted and agreed with the client.

Commercial Terms and Price Evaluation

1. The bidder shall quote the complete monthly charge (Line 1) for the specified baseline Private Cloud solution. The fixed monthly charge includes all hardware, storage, network equipment, virtualization, cloud management, monitoring, metering, automation, OEM subscriptions, support, preventive maintenance, firmware/software updates, management licences and all other components necessary to deliver the contracted service, and does not vary with utilization.
2. The one-time charge (Line 2) covers delivery, installation, configuration, integration, testing, commissioning, documentation, knowledge transfer and required coordination with NDS's designated colocation and managed services providers. No unquoted or undisclosed charges shall be payable, and no additional charge shall arise for required integration, OEM escalation, technical troubleshooting, management software, mandatory licence renewals, firmware updates or routine support. Any charge outside the fixed monthly charge and formally approved expansion charges must be explicitly identified and approved by NDS before award. Colocation facilities, utilities, external connectivity and third-party services provided by NDS are excluded from the bidder's price.
3. Additional compute and storage capacity shall be provisioned only against written authorization from NDS. No additional billing shall commence without such authorization and acceptance of the provisioned capacity.
4. Lines 3–4 (optional expansion) are indicative only and shall be excluded from the L1 evaluation unless NDS explicitly decides otherwise. They do not create any purchase commitment on NDS. The unit rates quoted shall remain fixed for the contract period and shall apply to any Incremental Capacity approved in writing by NDS under the OPEX model described in Section 4.
5. Expansion units and disclosures: Line 3 is quoted (a) per additional licensed physical CPU core per month and (b) per additional GB of RAM per month; Line 4 is quoted per additional usable TB per month (1 TB = 1,000 GB), billed on usable provisioned capacity and not on deduplication or compression ratios. For CPU expansion the bidder shall state whether additional cores require new processors, new compute nodes or licence upgrades; for RAM, the minimum increments and any hardware limitations; for storage, the raw, usable (after protection overhead) and effective capacity separately. Bidders shall also disclose minimum expansion increments, lead times, maximum scalability and dependencies. All expansion rates include additional software licences, subscriptions, management, OEM support and maintenance.
6. Billing for recurring services shall commence only after successful commissioning, acceptance and formal sign-

off by NDS. No recurring charges shall be payable during the initial delivery and implementation period.

7. All bidders shall use the prescribed price schedule without changing its structure. Any explanatory cost breakup may be provided separately.

Note: The bidder shall quote strictly in the prescribed Price Schedule. Additional explanatory breakup may be submitted separately without modifying the mandatory commercial format.

	Please note that it is recommended for the supplier to indicate a single applicable GST rate, as in many cases items may be procured on a composite basis, and a uniform GST rate would apply. **It should also be noted that the price evaluation of 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 honour their quoted price after the price bid is opened, their EMD may be forfeited and offer will be rejected. Prices shall be entered on the NCDFI portal inclusive of applicable GST, with the GST rate indicated separately; L1 evaluation is on the GST-inclusive total. If GOI revises the GST rate, the revised rate shall apply at the time of invoicing. • Compute capacity must identify the committed server configuration, CPU, RAM, hypervisor licences and management services. • Storage must distinguish raw capacity, usable capacity and effective capacity, with billing based on a clearly defined unit.

Section 7 Form of Bid

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

Date : _____

IFB Ref: 2026_27/NDS/IT/Private Cloud Solutions

TO: NDDB Dairy Services,
NDDB House,
Safdarjung Enclave,
New Delhi, Southwest Delhi, Delhi, 110029
011-4988300/49883088/Mob7092922421
Contact No. 88534 91248

Having examined the Conditions of Contract, Technical Specifications and the Drawings included (if any) in or referred to in the Bidding Documents including Addenda/Corrigendum Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Goods and Services including installation and commissioning as detailed in the price bid, in conformity with technical specifications and drawings (except to the extent of deviation statement furnished in our bid) and the Conditions of Contract as mentioned in or referred to in the said Bidding Document for the sum as may be ascertained in accordance with the Bid Prices and made part of this bid and the said conditions.

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

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

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

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

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

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

Dated this _____ day of _____20__.

_____
Signature

_____
(In the Capacity of)

Duly Authorized to sign bid for and on behalf of

(Name & Address of Bidder) : _____

_____

Name of Witness : _____

Signature : _____ Address : _____

Section 8 DEVIATION STATEMENT FORMS

TECHNICAL DEVIATION STATEMENT

FORM PART-A

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

CLAUSE	DEVIATION	REMARKS (Including justification)

The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated:

Signature and seal of the Manufacturer / Bidder

NOTE:

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

Section 9 BIDDING TERMS DEVIATION STATEMENT

FORM PART-B

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

CLAUSE	DEVIATION	REMARKS (Including justification)

Dated:

Signature and seal of the Manufacturer / Bidder

NOTE:

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

Section 10 Form of Bank Guarantee for Performance Security

[On the Non-judicial stamp paper minimum Rs.100/ or as per the Stamp Act of Local State Government]

Bank Guarantee No. **Date:**

This deed of performance guarantee made this _____ day of 20__ (Two thousand) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the National Dairy Development Board Dairy Services (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, Purchaser / its clients has awarded a Contract and Purchase order bearing No _____ dated _____ on M/s. _____ (name and address of the party)(hereinafter referred to as the `Supplier/ Contractor') for the construction/ supply/ supply and erection and commissioning of _____.

And whereas, the Supplier/ Contractor has agreed to submit a performance guarantee in the form of a Bank Guarantee to the Purchaser in terms and conditions of the Bidding Document and the Contract which will be kept valid upto ___ calendar months from the date of Bank Guarantee (the period should be till end of warranty/ defect liability period). And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the Purchaser and the Supplier/ Contractor.

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

In case, the Supplier/ Contractor fails to perform or fulfil the Contract/ Purchase Order as per the terms and conditions agreed upon, the Purchaser is entitled to demand an amount equal to Rs---------- from the Supplier/ Contractor and the demand made by the Purchaser by itself will be conclusive evidence and proof that the Supplier/ Contractor has failed to perform or fulfil his obligations and neither the Supplier/ Contractor nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment, on any ground.

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

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

We, (name of the Bank), further agree with the Purchaserthat the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier/ Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the Purchasers against the Supplier/ Contractor and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier/ Contractor, or for any forbearance, act or omission on the part of the Purchaser to the said Supplier/ Contractor by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Purchaser may have or hereafter possess in respect of the works executed or intended to be executed/ goods supplied or intended to be supplied and the Purchaser shall be under no obligation to marshal in favour of the Bank any such securities or asset that the Purchaser may be entitled to receiving or have a claim upon and the Purchaser at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Purchaser on serving us with a notice before expiry of bank guarantee, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by Registered Post at the address of the Bank.

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

We, _____, undertake to renew the Bank Guarantee provided the request for renewal is made by the Supplier/ Contractor before the expiry of Bank Guarantee.

We,_____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing and the guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs._____ (Rupees _____only)

Notwithstanding anything stated herein before: (i) our liability under this guarantee is restricted to Rs. _____ (ii) the guarantee shall remain in force till ____20 ___and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the Purchaser serves upon the Bank a written claim or demand on or before _____.

_____

(SIGNATURE)

Place: SEAL

Date: CODE NO.

NOTE:

1 SUPPLIER/ CONTRACTORS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

2 THE VALUE OF STAMP DUTY SHOULD BE AS PER LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.

1. **Bank should confirm the bank guarantee through *"Structured Financial Messaging System (SFMS)"*,. Bank account details of beneficiary are as follows:**

Beneficiary Name	
Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

Bank charges, if any, on this account will be borne by the beneficiary

If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address

Beneficiary Name	
Beneficiary Address	

Kindly note that necessary action on the Bank Guarantee will be taken by* Purchaser *only upon receipt of confirmation in either one of the modes as prescribed above.

Section 11 Pre-Bid Undertaking – Service Commitment, Security Deposit

To,

NDDB Dairy Services,
NDDB House,
Safdarjung Enclave,
New Delhi, Southwest Delhi, Delhi, 110029
011-4988300/49883088/Mob7092922421
Contact No. 88534 91248

Subject: Pre-Bid Undertaking – Service Commitment, Security Deposit & Blacklisting Terms

Dear Sir/Madam,

We, [Name of the Bidder], having our registered office at [Bidder's Address], hereby submit this undertaking as part of our bid in response to Tender No.

IFB Ref: 2026_27/NDS/IT/Private Cloud Solutions

We understand that this undertaking does not confer any assurance or guarantee of order placement by NDDB Dairy Services, and is being submitted as part of our compliance with the bid conditions.

In the event that we are awarded the contract, we hereby agree and undertake the following:

Service Commitment

If awarded the order, we shall provide installation, commissioning, warranty support, post-sale services, maintenance, and fulfill all other service obligations as per the tender terms and Purchase Order conditions.

Security Deposit

Upon award of the contract, we undertake to furnish the Performance Security specified in Clause 2.36 of Section 2 (10% of total contract amount including GST) in the form of Bank Guarantee in favour of NDDB Dairy Services, as a commitment towards fulfilling the service obligations.

Forfeiture & Blacklisting Clause

We further agree that if, after issuance of the Purchase Order: if

- We fail to deliver the agreed services,
- Delay, disrupt, or default on service commitments,
- Breach any of the terms specified in the contract,

Then Purchaser/Procuring Agency shall have the absolute right to:

Forfeit the Performance Security, and Blacklist us from participating in future tenders/procurements for a period deemed appropriate.

Declaration

Participation in the bid evaluation shall be deemed as acceptance of this condition, and the bidder shall not have any right to dispute the decisions arising from the bid evaluation outcome.

This undertaking is submitted as part of the bid compliance and will become binding if we are awarded the contract. We accept that this is essential to ensure service reliability and protect the interests of Purchaser.

I/We understand that any attempt to influence the evaluation process, either directly or indirectly, shall lead to immediate rejection of our bid/award of contract and may also result in our disqualification and/or debarment from participation in future tenders issued by your and your associated organization.

I/We undertake to abide by the integrity, fairness, and transparency principles set out by the procuring authority and relevant procurement guidelines.