

## **TENDER DOCUMENT**

OFFER FOR FURNITURE (Training centre)  
NDS/CCBFAL/FURNITURE/25-26/AUGUST/02

Commented [AA1]: Bid ref number

**Issued by**

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

**CHECK LIST**

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

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**Invitation of Bids:****Tender Reference: NDS/CCBFAL/FURNITURE/25-26/AUGUST/**

Central Cattle Breeding Farm (Managed by NDDB DS), Alamadhi, Edappalayam PO, Red Hills, Chennai -600052, Tamil Nadu invites price bid for **Furniture**, as per given specifications and the following terms and conditions:

<b>Bid Ref:</b>	NDS/CCBFAL/FURNITURE/25-26/AUGUST/
<b>Description</b>	Furniture for training centre
<b>Estimated Cost</b>	90 lakhs
<b>EMD</b>	<p>Rs. 70 Thosund. (Through NEFT/RTGS in the account of NCDFI)</p> <ul style="list-style-type: none"><li>• Beneficiary Name: NCDFI SETTLEMENT ESCROW A/C</li><li>• Bank Name: ICICI Bank Limited</li><li>• Branch Address: CMS HUB, Mumbai</li><li>• Account Number: NCDFIMAKH1307877</li><li>• IFSC Code: ICIC0000104</li></ul> <p>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.</p>
<b>Sale of bid (Start date)</b>	25 <sup>th</sup> August 2025
<b>Pre-bid meeting</b>	For any queries related to the pre-bid, vendors may contact at samar.rehman@nddbdairyservices.com on or before 4 <sup>th</sup> september 2025.
<b>Sale of bid End Date</b>	14 <sup>th</sup> September 2025
<b>Last Date &amp; Time of Submission of bid</b>	6:00 PM on 14.09.2025
<b>Bid Opening</b>	6:00 PM on 14.09.2025
<b>Delivery Period</b>	Within 30 days after PO
<b>Delivery Location</b>	<p>Location and Area : CCBF Alamadhi (Managed by NDDB DS)</p> <p>Nearest Railway Station : Avadi &amp; Chennai.</p> <p>Access Major Town : SH-114 (Red Hills Town-Thiruvallur).</p>
<b>Evaluation of offer</b>	Overall Basis

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## Instructions to Bidder

### 1.1 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 **five 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.
- (c) 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:
- (d) 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 that is not less than 60% of the estimated cost of the item(s) for which the bid is submitted.

The estimated cost and corresponding minimum turnover requirements for each item are as follows:

In case a bidder opts to quote for both items, the required minimum turnover shall be evaluated on a combined basis, for e.g., the bidder must have a financial turnover not less than ₹15 Lakh in each of the last three financial years.

- (e) Furniture-Specific Certifications For bids involving furniture items, the following certifications are mandatory:  
Furniture should have BIFMA Standards Certification for: Student Desk Chairs Work Station ISO Certifications: ISO 9001:2015 (Quality Management) ISO 14001:2015 (Environmental Management) ISO 45001:2018 (Occupational Health & Safety)
  - (f) The bidder should have positive net worth and positive cash flow in last 3 financial years.
  - (g) The Bidder in the same name and style shall have successfully executed / completed contracts of similar nature (for the item they submitted bid/opted to quote) 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 Rs. 50 Lakh  
OR
    - ii. Two Contracts / Works of similar nature each costing not less than Rs. 30 Lakh  
OR
    - iii. Three Contracts / Works of similar nature each costing not less than Rs. 25 Lakh.
- a) 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 including cash flow statement for last 3 financial years.

**Commented [AA5]:** Is the min turnover same for furniture?  
If not ?

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

b) 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.

### **1.2 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.

### **1.3 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 NDDDB 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. Samar Rehman, Address **NDDDB 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.ncdfmarket.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 NDDDB Dairy Services (NDS) shall be free to take suitable action as deemed necessary.

### **1.4 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) Statutory and Legal Conditions of Contract;
  - (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.

#### **1.5 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 NDS's 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.

#### **1.6 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.

#### **1.7 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



### **1.8 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 1.10 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.

Any exceptions the Bidder wishes to take in any aspect of the bidding document or payment schedule including a justification for the exception in the format furnished in **Error! Reference source not found.**

### **1.9 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.

### **1.10 Bid Submission:**

- a) The original bid, both technical and Financial Bids shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial bid should respectively be in

the format of price schedule given at Section-

- b) An Authorized representative of the bidder shall initial all pages of the original Technical and Financial bid. The authorization shall be in the form of a **written power of attorney** accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- a. The Bidder shall fill up the Technical and Price Bid at NCDFI Portal mentioning the final prices of the services under the Contract. Bidders must submit a bid for the full quantity specified under Scope of work, failing which, such bids will not be considered for evaluation and comparison and will not be considered for award.
- b. The Bidder shall quote their prices (part B in the Price Schedule) as per the format given in Section V of the bidding document. The bidders are requested to quote their price considering following aspects: -
- c. The quoted price shall be as per the description specified in the part B of price schedule.

#### **1.11 Bid Currencies**

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

#### **1.12 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.

#### **1.13 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:

#### **1.14 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. 50,000. (Rupees Fifty Thousand only) in the format of e-payment irrespective of the items quoted i.e. schedule wise EMD amount as mentioned in the document will not be considered. Without EMD, the tender will be summarily rejected.

- a) 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:
  - ii) Payment of Earnest Money by cheque, T.D.R and F.D.R. will not be accepted.
- iii) **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 following format through e-mail to [etenders@ncdfiemarket.com](mailto:etenders@ncdfiemarket.com). The bidder is also required to submit/upload the successful transaction details along with technical bid.

#### **1.15 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)
- c. Unsuccessful bidder's bid security will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of the bid validity of 120 days from the date of bid opening. The successful Bidder's EMD will be discharged upon the Bidders executing the Contract i.e., return the signed copy of duplicate Purchase Order, and furnish the Performance Security, if asked for.
- d. Pursuant to Clause No.1.9 the Bidder shall furnish, as part of its bid, EMD as specified in the Schedule of Requirements.
- e. The EMD security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- f. The EMD shall be denominated in Indian Rupees only, and shall be in one of the following forms:
  - g. A Demand Draft in favor of NCDFI, payable at as given above from any Nationalized Bank / Scheduled Bank / Foreign Banks having branches in India.
  - h. Any bid not accompanied with EMD will be rejected by the Procuring Agency as non-responsive.
  - i. Unsuccessful Bidder's EMD will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Procuring Agency, pursuant to Clause 2.16.
  - j. The successful Bidder's EMD will be discharged upon the Bidders executing the Contract and furnishing the performance security.
  - k. The EMD may be forfeited: If a Bidder withdraws or modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - l. In the case of these successful Bidder, if the Bidder fails:
    - a. To sign the undertaking and contract in accordance with Clause 2.31;  
And
    - b. To furnish performance security in accordance with Clause 2.36.

#### **1.16 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 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify its bid.

### **1.17 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.

### **1.18 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) has to be uploaded online and the commercial bid / price bid (Part II) has to be filled online at NCDFI e-tender portal.

### **1.19 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 (in original) should be delivered to communication address as stated** below, on or before the last date and time of receipt of bids.
- b. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **1.20 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.

### **1.21 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.

### **1.22 Bid Opening and Evaluation**

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

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

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

### **1.23 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 items 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 are 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 bid 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.

#### **1.24 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 the price schedule.

#### **1.25 Bid Prices**

- a. The Bidder shall indicate on the Price Bid at NCDFI e-Portal the final unit prices (after considering discount, if any) of the goods it proposes to supply under the Contract. Bidders must submit a bid for the full quantity specified under technical specifications, failing which, such bids will not be considered for evaluation and comparison and will not be considered for award. The item wise quoted price should be inclusive of applicable GST.
- b. The item wise price of goods/services to be entered in the NCDFI e-portal shall be on FOR site basis inclusive of applicable GST, but including the charges for packing and forwarding, transportation, transit insurance and all other local costs incidental to delivery of goods/services to their final destination, storage cum erection insurance and safe custody at site.
- c. Hence, the price including GST (₹118 in this example) will be considered for evaluation purposes. Bidders are advised to quote accordingly.

#### **1.26 Prices indicated on the Price Bid shall be entered in the following manner:**

- a. The item wise price of goods to be supplied/installed and commissioned shall be on FOR site basis inclusive of applicable GST. The item wise price shall also include the charges for

packing and forwarding, transportation, transit insurance and all other local costs incidental to delivery of the goods to their final destination, storage cum Erection insurance and safe custody at site.

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

#### **1.27 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.

#### **1.28 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

#### **1.29 Contacting the Procuring Agency**

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

#### **1.30 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.

#### **1.31 Award of Contract**

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

#### **1.32 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.

### **1.33 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.

### **1.34 Notification of Award**

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

### **1.35 Signing of Contract**

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

### **1.36 Performance Security**

- a. Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the **performance BG (2% of total contract amount)** in accordance with the Conditions of Contract, in the Performance Security Form/DD provided in the Bidding Documents or another form acceptable to the Purchaser. Bank guarantee issued only by Nationalized/Scheduled commercial Banks/Foreign banks having branches in India will be accepted.
- b. Failure of the successful Bidder to comply with the requirement of Clause 2.31 or Clause 2.32 shall constitute sufficient reason for Purchase for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
- c. If the bid of the successful bidder is seriously unbalanced in relation to the Purchaser estimate of the real cost of the work to be performed under the contract, the Purchaser may require additional performance security to protect the Purchaser against financial loss in the event of subsequent default of the successful bidder under the contract. The value of the additional performance security shall be decided by the Purchaser based on mutual discussions with the successful bidder. The additional performance security shall be valid until the completion of contract or the Purchaser may decide as.

### **1.37 Bid Form**

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



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

## General Terms & Conditions of the Contract

### 1.39 Bank Guarantee:

Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the **performance BG (2% 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.
  - b. Demand Draft issued by Nationalized Bank/ Scheduled Bank/ Foreign Bank having branches in India in favour of National Dairy Development Board payable at Anand.
- 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.

### 1.40 Date of Delivery:

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

### 1.41 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:

- a. 0.5% of full contract value for each completed week of delay
  - b. 0.5% of the value of the delayed items/services only, for each completed week of delay
- 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 ity and/or Retention amount.

### 1.42 Termination of contract:

- a. During the term of this contract, either party, reserves its right to terminate this contract by giving 30 (Thirty) days' notice without assigning any reason thereof.
- b. Purchaser reserves the exclusive right to suspend, cancel, and terminate this contract at any time if it has sufficient reasons to believe that the Contractor has failed to perform or observe or fulfil any of the terms and conditions herein before contained and/or liable and responsible for any loss or damage suffered by the Purchaser.

- c. The Purchaser shall have the right to ask of the removal of any person, if one is not considered to be competent and orderly in the discharge of his duties.

#### **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.

#### **1.43 Penalty:**

- a. In the event of the Contractor's failure to execute the work entrusted to him under this contract satisfactorily, Purchaser shall make alternative arrangement to do it and the difference of cost incurred by Purchaser thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.
- b. If the service provided by the agency is found to be unsatisfactory, the same shall be brought to their notice in writing and if no improvement is found in a stipulated time, then a penalty up to 10% of the monthly payment value will be imposed and same shall be recovered from the monthly bill.

#### **1.44 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.

#### **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.

#### **1.46 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.

The performance/retention bank guarantees should be valid up to 90 days beyond the warranty period.

**1.47 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.

**1.48 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.

**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.

**1.49 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.

**1.50 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.

**1.51 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

**1.51 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.

**1.52 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.

**1.53 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 NDDB Dairy Services/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/Decided by the Purchaser.
- e. Settlement of any disputes arising out of this agreement will be subject to Delhi/Decided by the Purchaser 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 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.

**1.54 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/nearest location purchaser.

**1.55 Negligence or default of contractor:**

- a. Purchaser 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, Purchaser shall have powers:-
- d. 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 Purchaser.
- e. 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.

## Technical Requirements

ItemService	Description	Quantity	UOM
Reception Table	As per Specs	1	Nos
Storage Unit - 900mm X 400mm X 750mm (H)	As per Specs	1	Nos
Storage Unit -3000mm x 450mm x 750mm (H)	As per Specs	1	Nos
Storage Unit - 1200mm x 450mm x 750mm (H)	As per Specs	2	Nos
Storage Unit - 900mm x 450mm x 900mm (H)	As per Specs	4	Nos
Storage Unit - 900mm x 450mm x 1800mm (H)	As per Specs	4	Nos
Manager Table	As per Specs	1	Nos
Manager Chair	As per Specs	3	Nos
Visitor's Chair	As per Specs	15	Nos
Library Table	As per Specs	3	Nos
Library Storage/ Rack	As per Specs	3	Nos
Linear Workstation - 3 Seater	As per Specs	3	Nos
Faculty Chair	As per Specs	31	Nos
Vanity Counter Top	As per Specs	1	Nos
Student Desk - 3 seater	As per Specs	16	Nos
Class Room Chair with Writing Pad	As per Specs	40	Nos
Faculty Table -1350 mm x 600 mm x 750 mm H - 25mm	As per Specs	10	Nos
Faculty Table -1650 mm x 750 mm x 750 mm H - 25mm	As per Specs	1	Nos
Mobile Pedestal Drawer	As per Specs	27	Nos
Lab Table	As per Specs	4	Nos
Lab Stool	As per Specs	16	Nos
Board Room Table	As per Specs	1	Nos
Board Room Chairs	As per Specs	36	Nos
Chair Person - Chairs	As per Specs	3	Nos
Teapoy	As per Specs	3	Nos
Mini Conference Table	As per Specs	2	Nos
Conference Chairs	As per Specs	14	Nos
Head's Table	As per Specs	2	Nos
CHAMBER- Storage Unit	As per Specs	2	Nos
Workstation - 10 Seater Back To Back	As per Specs	10	Nos
Workstation - 6 Seater Linear	As per Specs	6	Nos
Cupboard Shutter	As per Specs	50	Nos
Waiting Lobby SS 3 Seater	As per Specs	5	Nos
Cafeteria Table	As per Specs	12	Nos
Cafeteria Chair	As per Specs	55	Nos
Wooden Single Cot	As per Specs	56	Nos

Single Cot Kurl on Mattress	As per Specs	80	Nos
Bed Side Table	As per Specs	57	Nos
Cupboard with Study Table	As per Specs	24	Nos
Study Chairs	As per Specs	56	Nos
Dressing Table	As per Specs	25	Nos
Dormitory	As per Specs	12	Nos
Shoe Rack	As per Specs	1	Nos
Wooden Double Cot	As per Specs	1	Nos
Double Cot Kurl on Mattress	As per Specs	1	Nos
Cupboard	As per Specs	1	Nos
Study Table	As per Specs	1	Nos
Steel Single Cot	As per Specs	2	Nos
Dining Table	As per Specs	6	Nos
CGSL (Sliding Glass Door File Cabinet)	As per Specs	4	Nos
Doctor Chair	As per Specs	1	Nos
Doctor Table	As per Specs	1	Nos
Slotted Angle Rack	As per Specs	50	Nos

The Company shall be accepting the Furnitures, as per the following specifications only.

#### **Payments**

- I) The Contractor shall be paid for the furniture supplied as per the rates as mentioned in **Annexure D** of the agreement.
- II) The contractor shall raise an invoice upon **successful delivery and installation** of furniture items at the designated site.
- III) The invoice shall be raised in the name of:  
**Central Cattle Breeding Farm**  
**(Managed by NDDB Dairy Services)**  
**Alamadhi, Edapalayam PO**  
**Redhills, Chennai**  
**Pin code: 600052.**
- IV) Payments shall be made within **30 days** from the date of submission of a valid and complete invoice.
- V) The final payment will be subject to:
  - a. Deduction of any applicable penalties or liquidated damages
  - b. Verification of quantities and specifications
  - c. Clearance of any outstanding dues (e.g., electricity, transport, etc.)
- VI) All payments shall be made via **bank transfer** to the account details provided by the contractor in the agreement.
- VII) Bank Account Details to which payments will be made by the Company:  
Bank Account Number:  
Account Holder's Name:  
Bank Name:  
Branch:  
IFSC Code:  
Pan Number: *<A self-attested Copy of the PAN card is to be submitted along with this agreement>*  
Aadhaar Number: *<A self-attested Copy of the Aadhaar*



*card is to be submitted along with this agreement>*

**Annexure A**

**Minimum Standards/Eligibility of Furnitures**

The Company shall be accepting the Furnitures, as per the minimum standards/eligibility,

- BIFMA Standards Certification for Student Desk
- BIFMA Standards Certification for Chairs
- BIFMA Standards Certification for Work Station
- ISO 9001:2015
- ISO 14001:2015
- ISO 45001:2018

Signature of the Contractor / Representative

Signature of the Purchase Officer