



**New Delhi Municipality Council**  
**Smart City Limited**

**Tender Document**  
**For**  
**Supply, Installation and Maintenance of Suryamitra lab.'s Skill**  
**Development Centre at Mandir Marg, New Delhi**

**Date: 02.06.2017**

**Tender No: 03/Skill Development/2017**  
**Last date for submission of bids: 13.06.2017 at 1500 Hrs.**

Original copy of Bid Security in physical form is to be submitted to General Manager(Skill Development), NDMCSCCL, Room No. 2001-A, 2<sup>nd</sup> Floor, Palika Kendra, New Delhi, failing which the bid shall not be considered.

- Manual Bids shall not be accepted. The bid shall be submitted **online only** at Central Delhi Govt. E-procurement Website i.e. <https://govtprocurement.delhi.gov.in>

**New Delhi Municipal Council Smart City Ltd.**  
**Palika Kendra, Sansad Marg**

New Delhi – 110011  
Tel No 23348476

**New Delhi Municipal Council  
Smart City Ltd.  
Palika Kendra, Sansad Marg,  
New Delhi-110001**

**e- TENDER NOTICE**

New Delhi Municipal Council Smart City Ltd., New Delhi invites online quotation on two bid systems from the eligible bidders for Award of contract for Supply, Installation and Maintenance Suryamitra lab. at Primary Section N.P.Boys Sr. Sec. School, Mandir Marg(Skill Development Centre). The contract will be subject to Eligibility Criteria and terms & conditions of the contract.

Interested bidders may submit their bids as per tender document, available on Delhi govt. website at <https://govtprocurement.delhi.gov.in>. The details of the information of the e-tender are as under:-

- i. Estimated Cost = Rs.7,46,114.00 + (applicable taxes)

Important dates pertaining to this tender are as below:

Two bid systems (Technical and Financial) shall be followed in this tender. The bidder shall submit bid **online only** at Website: <https://govtprocurement.delhi.gov.in>. Manual bids shall not be accepted under any circumstances. Original copy of Bid Security (Rs.14922.00/- as per Annexure – 4) and Tender Fee-Nil- in physical form is to be submitted to General Manager (Skill Development), Room No. 2001-A, 2<sup>nd</sup> Floor, Palika Kendra, New Delhi, on or before XX / XX / 2017 1500 hrs of bid submission end date, failing which the bid shall not be considered.

A Pre-bid meeting for queries and clarifications on the tender document will be held on appointed date at **Room No. 2001-A, 2<sup>nd</sup> Floor, Palika Kendra, New Delhi**. Technical bids shall be opened on the appointed date & time. After scrutiny of Technical bids, the NDMCSCL shall shortlist the eligible bidders and inform them of the date and time of opening of the financial bids.

Further information regarding extension of date of opening, amendments, etc. shall be posted on Delhi govt. website <https://govtprocurement.delhi.gov.in>.

**NDMCSCL reserves the right to reject one or all of the bids without assigning any reason.**

General Manager (Skill Development), NDMCSCL, Room No. 2001-A, 2 <sup>nd</sup> Floor, Palika Kendra, New Delhi Tele: +
---

<b>TABLE OF CONTENTS</b>		
<b>SL NO</b>	<b>PARTICULARS</b>	<b>PAGE NO</b>
<b>TENDER NOTICE</b>		
<b>SECTION I: INVITATION FOR BIDS (IFB)</b>		
1	General	5
2	Contact Information	5
3	Important Dates	5
4	Pre-Bid Meeting	5
5	Opening of Price Bid	6
<b>SECTION II: INSTRUCTION TO BIDDERS (ITB)</b>		
1.	General Definitions	6
2.	Location for Supply, Installation & Maintenance Services	7
3.	Order Placement & Release of Payment	7
4.	Eligibility Criteria	7
5.	Cost of Bidding	8
6.	Amendment of bid Documents	8
7.	Period of Validity of Bids	8
8.	Bid Security/EMD	9
9.	Procedure for submission of bids	9
10.	Authorized Signatory	11
11.	Late bids	11
12.	Opening and Evaluation of bids	12
13.	Award of Contract	12
14.	Performance Guarantee(PG)	13
15.	NDMCSCSLs Right to amend the Scope of work	13
16.	Corrupt or Fraudulent Practices	13
17.	Interpretation of the clauses in the Tender Document/Contract Document	13

<b>SECTION III: GENERAL CONDITIONS OF CONTRACTS(GCC)</b>		
1	Scope of Work	14
2	Price	14
3	Standard	14
4	Patent Right	14
5	Inspection and Test	14
6	Demonstration	15
7	Warranty	15
8	Change in Order	15
9	Sub-Letting	16
10	Liquidated Damages	16
11	Delivery Timeline	16
12	Payment	16
13	Penalty Clause	17
14	Jurisdiction	17
15	Force Majeure	17
16	Termination and Suspension	17
17	Arbitration	19
<b>SECTION IV: SCHEDULE OF REQUIREMENT</b>		
1	Schedule of Requirement	20
<b>ANNEXURES</b>		
1	<b>Annexure 1-Proforma for Submission of Bids</b>	20
2	<b>Annexure 1(A) Particulars of bidders</b>	22
3	<b>Annexure 1(B)- Details of Experience during last 3 years</b>	22
4	<b>Annexure 2 Proforma PG</b>	23
5	<b>Annexure 3 (Agreement)</b>	24

## **SECTION I**

### **INVITATIONFOR BIDDERS (IFB)**

1. **General:** CEO, NDMCSCL invites online bids in two bid system from eligible bidders for Award of contract for Supply, Installation and Maintenance of Suryamitra lab. at Mandir Marg Skill Development Centre. The contract will be subject to Eligibility Criteria and terms & conditions of the contract.

2. **Contact information:**

General Manager (Skill Development),  
NDMCSCL,  
Room No. 2001, 2<sup>nd</sup> Floor,  
Palika Kendra,  
New Delhi  
Tele: +01123348476  
Mail id: director.mh@ndmc.gov.in

3. **Important dates :**

Important dates pertaining to this tender are as below:

<b>Date of Publishing</b>	02/06/2017
<b>Bid Document Download/ Sale Start Date</b>	03/06/2017 at 09 AM
<b>Bid Submission Start Date</b>	03/06/2017 at 09 AM
<b>Bid Submission End Date</b>	13/06/2017 at 03 PM
<b>Technical Bid Opening Date</b>	13/06/2017 at 03:30 PM

4. **Pre Bid meeting :**

A Pre bid meeting for queries and clarifications on the tender document will be held at Room No. 2001, 2<sup>nd</sup> Floor, Palika Kendra, New Delhi as per schedule provided above. All prospective bidders / authorized representative of the bidders who have downloaded the tender document may attend the pre-bid conference to get their queries and clarification replied, if any. The bidder should depute senior level representative(s) who should be well conversant with the subject and bid requirements. Due to security reasons, Bidders, willing to attend the pre-bid conference, are requested to convey their contact details to NDMCSCL latest by 1500 hrs on a day before the Pre-bid meeting, so that necessary arrangements could be made. Details are to be conveyed through email to [abhay.jain@nic.in](mailto:abhay.jain@nic.in) Queries also to be conveyed on or before the appointed date & time though e-mail, to General Manager (Skill Development). **No queries shall be entertained after the Pre – Bid Meeting.**

5. **Opening of Price Bid:**

Price bids of the technically qualified bidders will be opened electronically. The results of the same will be intimated to the bidders.

## **END OF SECTION I**

### **SECTION II**

#### **INSTRUCTION TO BIDDERS (ITB)**

##### **6. General Definitions**

- 1.1 **“Agreement”** means the document signed between the NDMCSCL, Govt. of India and the successful bidder, that incorporates any final corrections or modification to the bid, and is the legal document binding on both the parties to the agreement, with all terms and conditions of the contract.
- 1.2 **“Bid”** means the proposals submitted by the Bidder(s) in response to this tender in accordance with the provisions thereof including the Technical Bid/proposal and Financial Bid/proposal along with all other documents forming part and in support thereof.
- 1.3 **“Bidder”** means a company/firm/institution incorporated in India, who has submitted the bid for as per the terms, conditions, and technical specifications of the tender document.
- 1.4 **“Bid Security”** or **“EMD”** the meaning prescribed to it in “Instructions to Bidders.”
- 1.5 **“Bid Process”** means the process of selection of the successful bidder through competitive bidding and includes submission of bids, scrutiny and evaluation of such bids as set forth in the tender.
- 1.6 **“Consignee”** means the person/office to whom the services/equipment’s are required to be delivered as per the “Letter of Acceptance”.
- 1.7 **“Letter of Acceptance”** means the letter or memorandum communicating to the successful bidder the acceptance of its bid and includes an advance acceptance of its bid.
- 1.8 **“NDMCSCL”** means NDMCSCL or its authorized representatives.
- 1.9 **“Period”** shall mean the entire term of the agreement.
- 1.10 **“Tender”**, and / or **“Tender Document”** means this document comprises of the sections namely Disclaimer, Notice Inviting Tender (NIT), Definitions and Abbreviations, Instructions to Bidders (ITB), General Conditions of Contract (GCC), Schedule of Requirements (SOR), Technical Specifications, (TS), Price Schedule (PS), Bid Forms, Annexures and other formats and any applicable schedules thereto added/modified before the closing date of the tender.
- 1.11 The terms **“Successful Bidder**, **“L1 Bidder”** and / or **“Vendor”** shall mean the Bidder who qualifies the Technical bid/proposal stage and the financial bid/Proposal stage of this tender and to whom a Letter of Acceptance is consequently issued by NDMCSCL.
- 1.12 **“Works”** means all the works specified or set forth and required in and by the said ‘Technical Specifications’, ‘General Conditions of Contract’ and ‘Schedule of Requirements’, ‘Bid Forms, Annexures and other Formats’ hereto annexed to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings ( being in conformity with the said original Specification (s), Drawing (s) and ‘ Schedule of Requirements) and also in such additional instructions and drawings not being in conformity as aforesaid, as

shall from time to time, during the progress of the work hereby Contracted for, be supplied by the NDMCSCL.

**7. Locations for the Supply, Installation and Maintenance Service:**

The services are to be delivered on site for the proposed Skill Development Training Centre at Primary Section, N.P.Boys Sr.Sec.School, Mandir Marg, New Delhi.

**8. Order Placement and Release of Payment :**

The Purchase Order and payment shall be processed by:  
General Manager (Skill Development),  
NDMCSCL, Room No. 2001-A, 2<sup>nd</sup> Floor,  
Palika Kendra, New Delhi

**9. Eligibility Criteria**

Eligibility Criteria to participate the Bidding process

- 9.1. Bidder must be a company / firm / institution incorporated in India and registered with Government under appropriate law or Act.
- 9.2. Relevant certificate in Supply & Delivery & Service field.
- 9.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 9.4. Bidder shall be registered with Sales Tax / Income Tax Department of Government of India and shall hold a valid VAT / CST/ GST/ Service Tax Number / Registration certificate, as applicable.
- 9.5. The bidder shall be into the field of Supply of Laboratory Equipment, Reagents & Chemicals and Glassware and shall have minimum average annual turnover of Rs.03 Lac during the last three financial years.

**10. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of the bid. The NDMCSCL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**11. Cost and Availability of Tender Document**

- 11.1. The tender can be downloaded from or Delhi govt. e-tender website at <https://govtprocurement.delhi.gov.in>.

**12. Amendment of Bid Documents**

At any time prior to the last date for submission of bids, NDMCSCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. Also, in order to provide prospective bidders reasonable time to take the amendment into account for preparing their bids, NDMCSCL may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the tender document. The bid shall remain valid for 90 days from the date of bid opening. However, in exceptional circumstances, NDMCSCL may request the consent of the bidder for an extension to the period of bid validity.

### **13. Period of validity of bids.**

**13.1.** Bids shall be valid for a minimum 90 days from the date of opening of bids. A bid valid for a shorter period shall stand rejected.

**13.2.** In exceptional circumstances, NDMCSCL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 14 of Section II shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bids.

### **14. Bid Security/Earnest Money Deposit (EMD)**

**14.1.** All the bids must be accompanied by a bid security of Rs.14,922/- only in the form of a Demand Draft (DD)/FDR/ Bankers Cheque drawn on any nationalized, scheduled bank payable at Delhi, in favour of "New Delhi Municipal Council Smart City Ltd., payable at New Delhi, valid up to 6 months.

**14.2.** The bid security of unsuccessful bidders shall be returned after opening of Financial Bids. Bid security shall be forfeited if a bidder withdraws from the tendering process after opening of technical bids.

**14.3.** Bid Security of successful bidder shall be returned after submission of Performance Guarantee as per Clause-20 of Section-II I. In case, the successful bidder fails to furnish the Performance Guarantee in due time or fails to furnish the acceptance in writing in due time, his EMD would be forfeited.

**14.4.** Original instrument in respect of EMD must be submitted to G.M Skill Development Room No. 2001-A, 2<sup>nd</sup> floor, Palika Kendra, New Delhi on or before the mentioned date and time in Clause 3 of Section-I., failing which the bid shall not be considered.

### **15. Procedure for Submission of Bid**

**15.1.** The two-bid system (Technical and Financial) shall be followed for this tender. In this system, the bidder shall submit its offer online only at Delhi e-procurement Website: <https://govtprocurement.delhi.gov.in> Manual bids will not be accepted under any circumstances



**15.2.** Bidders are advised to follow the instructions provided below for the e-submission of the bids online through the Delhi govt. e-procurement website at <https://govtprocurement.delhi.gov.in>

**15.3.** Bid documents may be scanned with **100 dpi** with black and white option, which helps in reducing size of the scanned document.

**15.4.** Bidder who has downloaded the tender from the NDMCSCL website or <https://govtprocurement.delhi.gov.in> shall not tamper/modify the tender form, including downloaded commercial bid template, in any manner. In case if the same is found to be tempered/modified in any manner, bid will be summarily rejected and EMD would be forfeited and the bidder would be liable for any suitable action.

**15.5.** Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. The bids shall be valid for a minimum of 90 days from the last date of submission of bids. A bid for a shorter period shall stand rejected.

**15.6.** The bids (complete in all respects) must be uploaded online in two bid system (Technical and Financial Bids) as explained below:

**15.6.1. "Technical Bid":** The following documents are to be uploaded online in .pdf format

S. No.	Document	File Type
I	Scanned Copy of Bid Security amounting to Rs.14,922/-	.pdf
II	Documents establishing Bidder`s incorporation in India and registration with Government under appropriate law or Act. (Certificate of Incorporation, Memorandum and Article of Association, etc.)	.pdf
III	Bid Form.	.pdf
IV	Particulars of Bidders.	.pdf
V	Past Experience in similar projects as per format (copy of work order/work completion certificate, copy of agreement/contract should be provided)	.pdf
VI	Power of Attorney / authorization to the person signing the bid document on behalf of the bidder.	.pdf
VII	VAT/ CST,GST, Service Tax / Registration certificate, as applicable.	.pdf
VIII	Annual Turnover Certificate for last 3 Financial Years, duly certified by Chartered Accountant.	.pdf
IX	Audited Balance Sheets and ITR for last 3 Financial years	.pdf
XI	Self-attested certificate to the effect that bidder is neither blacklisted by any Government Department nor has any criminal case is registered	.pdf

	against the bidder/Company or its owners or partners anywhere in India	
XII	Details of methodology proposed for Supply, Installation and Maintenance at the proposed location.	pdf
XIII	Any other information, documentary evidence in support of suitability of the offer.	pdf

**15.6.2. "Financial Bid":** Price schedule should be submitted online only in the form of **BOQ\_XXXX.xls**. The prices should be mentioned in figures as well as in words wherever mentioned in the **BOQ\_XXXX.xls**. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words.

**15.7.** All documents, as per tender requirement shall be uploaded online through Delhi govt. e-procurement Website: <https://govtprocurement.delhi.gov.in> **Other than the Original Bid Security no documents will be accepted offline.** Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

**15.8.** The bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the tender document or submission of the bids not substantively responsive to the tender document in every respect will be at bidder's risk and may result in rejection of the bid.

**15.9.** Both technical and financial bid are to be submitted concurrently duly digitally signed on the <https://govtprocurement.delhi.gov.in>. The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidder.

**15.10.** There shall not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.\

**15.11.** The Bid shall be in English language. All correspondence and documents relating to the bid exchanged between the bidder and the NDMCSCL shall also be in English language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the bid but not in English language shall not be treated as part of the bid document. The responsibility for the correctness of the translations if any solely rests on the bidder and NDMCSCL shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall prevail.

## **16. Authorized Signatory**

The person signing the bid should be the duly an authorised representative of the bidder and whose signature should be verified and certificate of authority should be scanned and submitted as per format

given at Annexure I. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind with the firm/ company should be scanned and annexed to the bid. . All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative

### **17. Late Bids**

Any bid inadvertently received by NDMCSCL after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

### **18. Opening and Evaluation of Bids**

- 18.1.** Online bids (complete in all respect) received along with Bid Security and Tender Fee in physical form by stipulated time will be opened, as per timelines indicated in the tender document.
- 18.2.** The date fixed for opening of bids, if subsequently declared as holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 18.3.** Bid received without Bid Security and Tender Fee in Physical Forms will be rejected straightaway.
- 18.4.** Bids complying with all the eligibility requirements and fulfilling the specifications and schedule of requirements mentioned in the tender shall be treated as substantially responsive bids. A substantively responsive bid is one which conforms to all the terms and conditions of the tender documents without material deviations. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic evidences. A bid, determined as substantively non-responsive will be rejected by the NDMCSCL.
- 18.5.** During the technical evaluation, NDMCSCL at its discretion may call upon the bidder to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from NDMCSCL. The place for presentation shall be conveyed to the bidders at an appropriate date. Failure on part of bidder to arrange the presentation on the date & place fixed shall result in the rejection of technical bids and financial bids of these bidders shall not be opened.
- 18.6.** The NDMCSCL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
- 18.7.** NDMCSCL will open price bids only of the substantially responsive bidders, at the time and date, to be informed later.
- 18.8.** The rates quoted in figures would be automatically converted in words in BOQ\_XXXX.xls. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words. In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The correct amount will be calculated by multiplying unit price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be bidder's total quoted amount.

- 18.9. The NDMCSCL shall evaluate in detail and compare the commercial bids of the substantively responsive technical bids.
- 18.10. The evaluation of the techno-commercially responsive bids shall be carried out on the basis of the ‘Total Price’ offered by the bidder in the prescribed Performa of Price Schedule in BOQ\_XXXX.xls.

## **19. Award of Contract**

- 19.1. NDMCSCL shall award the contract to the eligible bidder/s whose technical bid has been accepted and determined as the lowest evaluated commercial bid based on ‘Total Price’ offered by the bidder of the prescribed Performa of Price Schedule in BOQ\_XXXX.xls.
- 19.2. If more than one bidder happens to quote the same lowest price for individual Part, NDMCSCL reserves the right to split the order and award the contract to more than one bidder for that Part.
- 19.3. **(Supply order)** A Contract in accordance to the terms and conditions of this tender document shall be signed by both NDMCSCL and the successful Bidder. The successful Bidder shall get the correct amount of Stamp Duty adjudicated in accordance with the applicable law, and submit the same in two copies duly stamped and executed. The NDMCSCL will return one copy duly sealed and signed as a token of acceptance of contract agreement. Stamp Duty will be paid by the successful Bidder.

## **20. Performance Guarantee(PG)**

20.1. Within 15 working days of issuance letter of intent, the successful Bidder shall furnish to the NDMCSCL a Performance bank guarantee for an amount equivalent to 10% of the total Contract value as per the format provided at Annexure 2. This Performance Guarantee (PG) shall be returned after successful completion of work.

20.2. The PG shall be submitted in the shape of Banker Cheque / FDR issued by a National Bank in favour of NDMC Smart City Limited.

### **21. NDMCSCL Right to amend the Scope of Work.**

If, for any unforeseen reasons, NDMCSCL is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

### **22. Corrupt or Fraudulent Practices.**

22.1. It is expected that the bidders who wish to bid for this project have highest standards of ethics.

22.2. NDMCSCL will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

22.3. NDMCSCL may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded or contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

### **23. Interpretation of the clauses in the Tender Document/ Contract Document.**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, NDMCSCL’s interpretation of the clauses shall be final and binding on all parties.

**END OF SECTION II**

---

## **SECTION III**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Scope of Work**

Supply, installation, & maintenance (Erecting & Commissioning if required) of Suryamitra lab. for Skill Development Center at MandirMarg and its operation demonstration & service maintenance during the default Liability Period.

All imported items should be of international standard.

The entire system should be of any one standard only.

All indigenous items should be of highest quality to meet the international standard.

The system shall comprise of:

#### **2. Price**

**2.1** The price quoted shall be considered firm and no price escalation will be permitted.

**2.2** Bidders must quote the price in the format given in Price Schedule at BOQ. All items are to be quoted only in INR.

**2.3** The prices quoted shall be inclusive of freight, insurance & packing. The packing shall be transport worthy conforming to the international standard so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit. However risk in goods shall continue with supplier till goods are delivered in good condition and installed at end user's site. The goods are to be transported by sea/air/surface route from Indian and price bid shall be prepared accordingly.

**2.4** The prices quoted shall be inclusive of freight and insurance till destinations i.e Skill Development Centre at Mandir Marg. The bidder shall insure the consignment till actual delivery to the end user. NDMCSCL would pay taxes as per actual rate of quoted taxes as on the date of invoice

**2.5** Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after delivery period, the advantage of reduction of taxes/duties shall be passed onto the NDMCSCL and no benefit of increase will be permitted to the Supplier.

#### **3. Standard**

The goods supplied under the contract shall conform to the standards mentioned in the Schedule of Requirement (Section IV).

#### **4. Patent Right**

The Supplier shall indemnify the NDMCSCL against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

#### **5. Inspection and Test**

- 5.1** The NDMCSCL or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The NDMCSCL may also appoint an agency (Third Party) for this purpose. Where the NDMCSCL decides to conduct such tests on the premises of the Supplier, all reasonable facilities to the inspector(s) and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the NDMCSCL officials free of costs. In case the tested goods fail to conform to the specifications, the NDMCSCL officials may reject them and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the NDMCSCL.
- 5.2** Notwithstanding the pre-supply tests and inspections, the material on receipt in the NDMCSCL premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the NDMCSCL.
- 5.3** If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Inspector shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within the period specified. These replacements shall be made by the Supplier, free of all charges, on site(s).
- 6. Demonstration**  
The Supplier shall provide demonstration for operation and maintenance wherever required to the Authorized Agencies of NDMCSCL free of cost, if required
- 7. Warranty**
- 7.1** The Supplier shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings.
- 7.2** The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the NDMCSCL who shall state in writing in what respect goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.
- 7.3** However the warranty period specified, in the Schedule of Requirement (Section IV) the same shall rule.
- 7.4** If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the above-mentioned period of 24 months, whichever may be later. If any defect is not remedied within a reasonable time, the NDMCSCL may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the NDMCSCL may have against the Supplier in respect of such defects.
- 7.5** Replacement under warranty clause shall be made by the Supplier free of all charges on site including freight, insurance and other incidental charges.
- 8. Change in Order**  
The NDMCSCL may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-

- a. Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the NDMCSCL.
- b. Method of transportation or packing.
- c. Place of delivery.

If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

#### **9. Sub-Letting**

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the NDMCSCL.

#### **10. Liquidated Damages**

**10.1** The date of the delivery of the goods stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed no later than the dates specified therein. Extension in delivery period will not be given other than in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the NDMCSCL of the right to recover Liquidated Damages.

**10.2** In case the Supplier fails to supply the material against the order, the material shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.

**10.3** For late supplies, as liquidated damages, a sum equal to 0.5% of the price of any goods not delivered or total order value in case where part delivery is of no use to NDMCSCL, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The NDMCSCL also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Supplier for future purchases.

**10.4** Liquidated Damage can be recovered from any dues of the Supplier.

#### **11. Delivery Timeline**

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the NDMCSCL in the contract and goods shall remain at the risk of the supplier until delivery has been completed in full. The Schedule of delivery shall be the essence of the contract.

#### **12. Payment**

##### **Supply, Installation & Maintenance Assignment Payment**

##### **PAYMENTS TO THE SELECTED SERVICE PROVIDER**

The selected Service Providers shall be entitled to receive the payments as per the accepted financial proposal below:

- (i) 90% payment would be released after successful supply, delivery, installation, operation of all the equipments/ materials at site.



- (ii) 10% payment would be released after successful completion of warranty period. The warranty period would start from the successful installation of all the equipment. The same would be released also on submission of Bank Guarantee of equal amount valid upto warranty period.

All payments shall be made from NDMCSCL office.

### **13. Penalty Clause**

**13.1** NDMCSCL reserves the right to levy penalty @ 0.5% of Contract value per week of delay beyond the scheduled date of supply or services, subject to maximum penalty of 10% of the order value.

**13.2** NDMCSCL reserves the right to cancel the order in case the delay is more than 10 weeks.

**13.3** The penalties, if any, shall be recovered from Security Deposit/ Performance Bank Guarantee and it shall not exceed 10% of the order value.

### **14. Jurisdiction**

The disputes, legal matters, court matters, if any shall be subject to New Delhi jurisdiction only.

### **15. Force Majeure**

NDMCSCL may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises

### **16. Termination & Suspension**

**16.1 Termination:** If the bidder:

- a) Shall have voluntarily commenced winding-up, bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings, or become insolvent or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its creditors;
- b) has insolvency, receivership, reorganization or bankruptcy proceedings brought against him and the petition commencing such proceedings is not controverted and the proceedings dismissed or effectively stayed within 30 (thirty) days of such commencement;
- c) Has abandoned the Contract;
- d) despite previous warnings in writing from the NDMCSCL, has wrongfully refused or has materially failed or neglected at any time to execute the Contract or is failing to proceed with the Contract with due diligence or is neglecting to carry out its other obligations under the Contract in each case so as to affect materially and adversely the execution of the Contract;
- e) offers or gives or agrees to give to any person in the NDMCSCL's service or to any other person on his behalf, any gift or consideration of any kind as an inducement or reward for doing or for bearing to do so or for having done or forborne to do any act in relation to obtaining or execution of this or any other Contract for the NDMCSCL;

- f) shall enter into a contract with the NDMCSCL's employee in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed, in writing, to the NDMCSCL;
- g) has failed to deliver the said Works of any or all jobs as per the Scope within the Completion Schedule; then the NDMCSCL may, by notice to the bidder and without prejudice to any other remedy under the Contract, terminate the Contract but without thereby releasing the bidder from any of his obligations or liabilities which have accrued as at the date of termination of the Contract and without affecting the rights and powers conferred by the Contract on the NDMCSCL. Upon such termination the NDMCSCL may itself complete the Service or may employ any other bidder to complete the job at the risk and cost of the bidder.
- h) Opportunity to remedy The NDMCSCL's right to terminate the Contract following the occurrence of the events or circumstances, as described above, shall be subject to the NDMCSCL having first given the bidder 30 (thirty) days prior notice of its intention to terminate the Contract, during which period the bidder failed to remedy or to take all reasonable steps to commence the remedy of the default.
- i) The NDMCSCL shall not be liable to make any further payments to the bidder until the costs of execution and all other expenses incurred by the NDMCSCL in completing the Services, and thereby the Facility, have been ascertained (herein called the "Cost of Completion"). If the Cost of Completion when added to the total amounts already paid to the bidder as at the date of termination exceeds the total amount which would have been payable to the bidder for the execution of the complete services, the bidder shall upon demand, pay to the NDMCSCL the amount of such excess. Any such excess shall be deemed a debt due by the bidder to the NDMCSCL and shall be recoverable accordingly.
- j) If there is no such excess the bidder shall be paid the value of the Services executed after adjusting the total of all payments received by the bidder as on the date of termination.
- k) Termination without bidder's Default NDMCSCL reserves the right to terminate the Contract at any time, without assigning any reason, by giving a notice of 1 (one) month. The bidder shall stop the performance of the Contract from the date of termination and shall hand over all the drawings, documents and goods manufactured till date, including related rights, sanctions and approvals, to NDMCSCL. NDMCSCL shall pay to the bidder the cost incurred by the bidder till the date of termination, duly supported with documents, as compensation after adjusting payments already made till the termination. No consequential damages shall be payable by the NDMCSCL to the bidder in the event of such termination

### **16.2 Suspension:**

- a) NDMCSCL may suspend the work in whole or in part at any time by giving bidder notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the bidder shall stop all such work, which the NDMCSCL has directed to be suspended with immediate effect. The bidder shall continue to perform other work in terms of the Contract, which the NDMCSCL has not suspended. The bidder shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.
- b) During suspension, the bidder shall not be entitled for any claim whatsoever arising out of any loss or damage or idle labour caused by such suspension.

**16.3 Rights of NDMCSCL after Termination:** The NDMCSCL shall, on such termination of the Contract, have powers to:

- a) take possession of the Site and any material, Drawings, schemes, implements, stores etc. thereon; and / or
- b) carry out the incomplete Work by any means at the risk and cost of the bidder
- c) Any excess expenditure incurred or to be incurred by the NDMCSCL in completing the Work or part of the Work or the loss or damages suffered by the NDMCSCL as aforesaid after allowing necessary credits, shall be recovered from any money due to the bidder on any account and if such money is not sufficient, the bidder shall be called upon in writing to pay the same within 30 days.
- d) The NDMCSCL shall not be liable to make any further payments to the bidder until the costs of execution and all other expenses incurred by the NDMCSCL in completing the Works have been ascertained (herein called the “Cost of Completion”). If the Cost of Completion when added to the total amounts already paid to the bidder as at the date of termination exceeds the total amount, which would have been payable to the bidder for the execution of the Works, the bidder shall upon demand, pay to the NDMCSCL the amount of such excess. Any such excess shall be deemed a debt due by the bidder to the NDMCSCL and shall be recoverable accordingly. If there is no such excess the bidder shall be entitled to be paid the difference (if any) between the value of the Works ascertained and the total of all payments received by the bidder as on the date of termination.

## **17. Arbitration**

In the event of any dispute or difference arising under this agreement or in connection therewith except as to the matters, the decision to which is specifically provided under this agreement, the same shall be referred at the instance of either party (NDMCSCL or the bidder) after issuance of 30 days’ notice in writing to the other party clearly mentioning the nature of dispute to the sole arbitrator appointed by Chairman, NDMCSCL. The language of the arbitration proceedings shall be in English and the place of arbitration shall be New Delhi. The Arbitration and Conciliation Act 1996 and the rules made there under with all/any modifications or amendment thereof for the time being in force shall apply to the arbitration proceedings. Subject to aforesaid Arbitration and Conciliation Act 1996, and the rules made there under any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

**END OF SECTION III**

---

## **SECTION IV**

### **SCHEDULE OF REQUIREMENT**

#### **Delivery Time Line**

Successful bidder has to supply or Supply & Install the items (As per Annexure 4) **within One months** from the date of issuing work order.

#### **ANNEXURE – 1**

#### **PROFORMA FOR SUBMISSION OF BID**

#### **(Bid Form)**

(Bidders are required to fill up all the blank spaces in this Bid Proforma)

To

General Manager (Skill Development),  
NDMCSCCL,  
Room No. 2001, 2<sup>nd</sup> Floor,  
Palika Kendra, New Delhi

This has a reference to your tender no. ....dated ..... for Supply, Installation and Maintenance of Suryamitra lab. of Skill Development Centre at Mandir Marg

1. Having examined the above mentioned tender document, we the undersigned offer to supply, test and commission and guarantee the whole of the said Scope of Work in conformity with all the clauses, sub-clauses and annexure of the said document, for the sum mentioned in Commercial Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions. The details of the items/services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are given in required formats.
2. We have independently considered each and every clause of this tender document and give our informed consent to them.
3. We undertake, if our Bid is accepted, we shall commence the supply of items as per delivery schedule offered to us so as to fulfil our obligations as per this Tender Document to full satisfaction of NDMCSCL.
4. If our Bid is accepted we will furnish the Performance Bank Guarantee as security for the due performance of the Contract, as per the requirement of tender.
5. We have independently considered the amounts shown as per estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of **90 days** from the date of opening and it shall be remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
7. This bid, together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any offer you may receive against this bid.
9. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
10. All enclosures and relevant documents forming a part of the proposal are genuine and complete and are attached herewith duly verified by officials authorized to do the same. If NDMCSCL find that any forged document is submitted by us, NDMCSCL may reject our bid and forfeit the EMD and take stringent action against us as per NDMCSCL/ GOI guidelines.

Date:

Signature:

(Name) \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorised to sign tenders for and  
on behalf of \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address)

**Witness**

Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

**Annexure- 1(A)****Particulars of Bidders**

	Item	Details	Compliance with Tender (Yes/No)
I	Name and Address of the Company/firm and its incorporation details		
II	EMD details		
III	VAT/ CST / GST/ Service Tax number/ details.		
IV	Last three financial years' annual turnover details.	FY 2016-17.: Rs _____ FY 2015-16.: Rs _____ FY 2014-15.: Rs _____	
V	Details of authorised contact person to whom all references shall be made regarding this tender		

**Signature of the Bidder with name & Designation.**

**ANNEXURE – 1 (B)****Details of Experience of the Bidder during the last 3 years**

Sl.No.	Year	Client Name	Location	Type of Machinery	Period of Warranty offered	Contract Value	Scope of Work
1	2016-2017						
2							
3							
1	2015-2016						
2							
3							
1	2014-2015						
2							
3							

**ANNEXURE –2**  
**PROFORMA OF PERFORMANCE BANK GUARANTEE**

(on non-judicial paper of appropriate value)

In consideration of the CEO (hereinafter called “NDMCSCCL”) having offered to accept the terms and conditions of the proposed agreement between .....and ..... (hereinafter called “the said contractor(s)” for the work ..... (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We .....(hereinafter referred to as the “Bank”) hereby undertake to (indicate the name of the Bank)

pay to the Government an amount not exceeding Rs ..... (Rupees.....only) on demand by the Government.

2. We .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). 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).

3. We, the said Bank, further undertake to pay to the NDMCSCCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) no claim against us for making such payment.

4. We ..... (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the NDMCSCCL under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the representative of NDMCSCCL, on behalf of the NDMCSCCL, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We .....(indicate the name of the Bank) further agree with the NDMCSCCL that the NDMCSCCL the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NDMCSCCL against the said contractor(s),and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the NDMCSCCL to the said contractor(s) or 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.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We .....lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.

8. This Guarantee shall be valid up to .....unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs ..... (Rupees .....only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the .....day of..... For .....

Granted by the Bank  
Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorized Signatory

## AGREEMENT

This Agreement is made on this Date between M/s **Firm name** having its registered office at **Address of the Firm** through its **Designation with name**, (hereinafter called the Supplier which expression shall mean and include its successor, assignees and nominees) of the one part and New Delhi Municipal Council, Smart City Limited, New Delhi through its Chief Executive Officer Smt. Juhi Mukharjee (hereinafter called the Council) of the other part.

Whereas the Council under consideration of the offer made for the execution of the work / supply above mentioned on the terms and condition and rates mentioned in the offer made pursuant to the NIT/NIQ negotiation subsequently held, has agreed to allow the supplier to execute the work/supply W.O. **Name of work** vide work/supply order no. **Work order no. with date**. Each of the documents mentioned herein has been signed by and on behalf of the parties hereto called for purposes of identification and shall be treated as part of this agreement.

Now it is hereby agreed by and between the parties as follows:

1. The Supplier shall upon and conditions shown in the NIT/NIQ, the work/supply order and any other correspondence exchanged between the parties, annexed here to and which form part of this agreement, execute and complete the work/supply the material so shown and described in the above said documents.
2. That the goods which shall be confirming with the quality and specifications given in the work/supply order and sample shown to, shall be delivered to the officer In-charge, Skill Development Department, Smart City Ltd., New Delhi free of charge.
3. That the goods shall be delivered strictly within the period specified in the work/supply order and the time is the essence of the contract. If the supplier fails to deliver the stores or any installment thereof within the period fixed for such deliveries, the NDMCSCL shall have the right to arrange the supply from elsewhere in the risk and cost of the supplier. However, in cases of genuine difficulty, extension of time may be allowed by the NDMCSCL shall recover from the Supplier as liquidated damages and not by way of penalty a sum equivalent to half percent of the price of any store which the supplier fails to deliver within **Project duration** of the expiry of the prescribed delivery period of the undelivered goods for every seven days or part thereof. The liquidated damages in any case will not exceed 10% of the contract price or undelivered portion of supply.
4. That in case the goods ordered do not conform with the quality and specifications given in the work/supply order and not delivered within the stipulated period, CEO, NDMCSCL shall have the right to reject all or any part of the goods so offered and whose decision in this respect shall be final and binding. The rejected goods shall be taken back by the supplier firm at their cost. In case, the supplier firm does not remove the rejected goods then the Council under no circumstances will be responsible for their loss, deterioration or destruction.



5. That in case the Supplier is not willing to execute the order or breaches any terms and conditions of the contract/agreement, NDMCSCL may not only forfeit part or whole of security deposited, but shall have the option to purchase the same from another source/supplier and recover the difference in the price actually paid and that payable to the tenderer / quotationer firm.

That in the event of any dispute arising between the parties, the same shall be referred to the sole arbitration of the Chairperson, NDMC or any officer appointed by him or her in this behalf, whose decision shall be final and binding on the parties.

In witness whereof the parties have hereinto set and subscribed the hands and seals on the date, month and year first above written.

For and on behalf of Council

General Manager (Skill Development)

Witness:

For and on behalf of Tenderer / Quotationer Firm

1.

2.

Signature and Capacity with Seal