<u>TENDER</u>									
SUPPLY OF VARIOUS TYPES OF									
ELECTRICAL MATERIAL									
(ANNUAL RATE CONTRACT) AT									
DR.VASANTRAO PAWAR MEDICAL COLLEGE									
& RESEARCH CENTRE BUILDING,									
VASANT DADA NAGAR, ADGAON, NASHIK									
FOR NDMVP SAMAJ, NASHIK.									
Name of Agency:									

INDEX

<u>NAME OF THE PROJECT : :</u> Supply of various types of Electrical Material (Annual Rate Contract) Medical Hospital & Search Center Building at Vasant Dada Nagar, Adgaon Nashik of NDMVP Samaj, Nashik.

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Note: The Bidder is advised to verify the documents mentioned in the Index & sign on Index as a token of such verification.

TENDER NOTICE

Sealed Item Rate tender in B-2 form is invited by Sarchitnis NDMVP Samaj from Manufactures / Dealers / Distributor's / Individual retailer's / Stockiest / Authorized Selling Agent who are trading in electrical goods for the following work.

<u>Name of the work:</u> Supply of various types of Electrical Material (Annual Rate Contract) Medical Hospital & Search Center Building at Vasant Dada Nagar, Adgaon Nashik of NDMVP Samaj, Nashik.

1	Blank Tender Available At	Central Office
		NDMVP SAMAJ,
		Shivaji Nagar,
		Gangapur Road,
		Nashik – 422002
2	Cost of each set of Blank Tender Paper	20,000.00
3	Blank Tenders Available from	/ 10 /2020 to / 10 / 2020
4	Last date of Time of Receipt of Tenders	/ 10 / 2020 (upto 5.00PM)
5	Validity of Tender Period	From the Date of Acceptance of
		Work order till Dec 2021
6	EMD	Rs. 50,000.00
7	Security Deposit	Pa 50 000 00
	Retain for the One Year Till Dec. 2021	Rs. 50,000.00

The blank tender forms will be issued to the contractors, who can produce the copy of their income tax clearance certificate, Registration certificate, Certificate of Experience of carrying out similar type of work along with their application form.

The duly filled tenders along with <u>Demand Draft</u> drawn in the favor of SARCHITNIS MARATHA VIDYA PRASARK SAMAJ Payable At NASHIK. Also submit firm profile, along with the details of the past & current orders in similar nature & magnitude as well as all necessary registration certificates enclosed in separate envelope, shall be submitted to the Central Office building Nashik.

The tenders may be opened on same day if possible or the date of opening will be conveyed to the contractors. The conditional tenders & the tender who are not filled properly & the tenders without Demand Draft improper form will be rejected summarily. The right to accept any or reject all the tenders is reserved with the Sarchitnis NDMVP Samaj

Bidder Sign / Seal

NOTICE TO THE BIDDER'S

Messer,

NAME OF THE PROJECT: Supply of various types of Electrical Material (Annual Rate Contract) Medical Hospital & Search Center Building at Vasant Dada Nagar, Adgaon Nashik of NDMVP Samaj, Nashik.

REFERENCE: - Personal invitation of Tenders.

Dear Sirs.

- 1) Sarchitnis, NDMVP Samaj invites bids from reputed, experienced and financially sound Manufactures / Dealers / Distributor's / Company Stockiest / Authorized Selling Agent / Companies / Firms / Agencies / (Henceforth called Bidder) for the supply of **Electrical items** as per price bid form given by the organisation. The quantum of requirement may vary during the period of contract. Those who are in the similar business for the Last three years and providing the same service to Central/State Govt. or autonomous bodies may send their bids in sealed envelopes.
- 2) We have pleasure in inviting you Sealed Tender should be addressed Sarchitnis NDMVP Samaj and sent to the address of Central Office NDMVP Samaj, Gangapur Road, Nashik not Latter than 05.00 PM on / 10 / 2020.
- 3) It's Annual rate contract tender for the supply of various types of electrical goods. The requirement is vary from month to month hence specific quantity is not mention for any material. Today organization singing rate contract for the particular period with the bidder. As per the requirement, bidder has to supply the material with in specified time limit. The material will be supplied at store at medical College / Hospital.
- 4) The Tenderer must obtain for himself on his own responsibility & at his own expenses, all the information which may be necessary for the Purpose of filling this tender and for entering into a contract for the supply of different types of material and acquaint himself with all local condition and matters prevailing thereto.
- 5) Each of Tender documents is required to be signed by the person or submitting the tender in token of his / their having acquainted himself / themselves with the General Condition, of contract etc. as laid down. Any tender with any of the document not so signed will be rejected.

- 6) The Tender form must be filled in English and all the entries must be hand written in ink. If any of the documents is missing or not signed, the tender shall be considered invalid.
- 7) Neither erasure nor over writings shall be made in the price schedule or anywhere in the tender documents. Every correction shall be made by crossing the pen across the incorrect or un required portion and writing the corrector required portion above. Any corrections shall bear the dated initials of the tendered.
- 8) The intending tendered shall deposit with the Owner **Rs.50,000.00** by Demand Draft of the Earnest money, as a guarantee of good faith which amount shall be forfeited as liquidated damages in the event of any waive, refusal or delay in signing the contract. The deposit of the unsuccessful tendered will be returned immediately after a decision is taken regarding the award of the contract. The earnest money of the successful tendered will be adjusted towards security Deposit. A tender not accompanied by Earnest Money Deposit will not be considered. The contractor shall further pay security Deposit in case of his tender being accepted.
- 9) Within one month of the receipt of intimation from the Employer of the acceptance of his / their tender the successful tendered shall be bound to enter into the contract by signing an agreement in accordance with the Agreement and condition of the contract attached herewith, but the written acceptance by the Employer of a tender will constitute a binding agreement between the Employer and the person so tendering whether such formal contract is or not subsequently entered into.
- 10) All Compensations or other sum of money payable by the bidder to our organization under the terms of this contract may be deducted from the Security Deposit or from any sum or sums that may be or may become due to the bidder's on any account whatever and in the event of the Security Deposit being reduced by reason of any such deductions the contractor shall, within 15 days of being asked to do so, make good in cash or cheque any sum or sum which may have been deducted from his Security Deposit.
- 12) Our Organization are not concerned with any rise or fall in the prices of any materials. The rates quoted shall include all cost, allowances, Taxes of any other charges including transports, insurances etc.
- 13) The rate quoted by the bidder shall include all eventualities such as heavy rain, sudden floodless. which may cause damage to the supply of material, which may totally wash out the work. Until the bill certificate is issued to the bidders,

our Organization will not be responsible for such damage or wash out of the material

- 14) In case where the same items of work is mentioned at one or more places in the schedule of quantities the lowest of the rates quoted by the bidder for items shall be taken for the payment of this item.
- 15) Time is the essence of the contract. The rate should be valid for **One Year** from the date of order. The owner will give List requirement time to time with quantity, successful bidder will have to give a materials complete with in the stipulated time.
- 16) If the bidder's fails to complete the work by the schedule date of completion or within any sanctioned extended date of completion or within any sanctioned extended time, he will have to pay Rs.2000 per day as liquidated damages for each work, beyond the date the works remain incomplete.
- 17) The Tendered along with the submission of Tender shall submit the followings information...
 - a) A list of details of work of similar type and magnitude carried out by the bidders.
 - b) A list of Companies authorization certification.
 - c) GST Registration, solvency certificate and Income Tax Clearance Certificate, PAN card, Aadhar Card etc.
- 18) The quantities contained in the schedule are only approximate. The work actually carried out and done will be made measured from time to time for which payment will be made subject to the terms and conditions of the contract.
- 19) Employer does not bind themselves to accept the lowest or any tender and reserve themselves the right to accept to reject any or all tenders in whole or in part, without assigning any reason for doing so.
- 20) Employer reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document including quantity/amount of items to be supplied or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Sarchitnis in this regard shall be final.

Bidder Sign / Seal

TERMS & CONDITIONS OF CONTRACT

- 1. The bidders are expected to read carefully all the terms and conditions of the tender documents and their submission will be taken as consent to abide.
- 2. If the bidder gives deliberately wrong information to create conditions for acceptance of the tender, Sarchitnis, NDMVP Samaj Nashik, reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one bidder for the same work. Legal action will be taken for furnishing wrong information.
- 3. Manner of Submission of Tender: The bidding should be done on two bid method viz 1) Technical Bid & 2) Commercial / Price Bid. The bidders should ensure that the Technical bid complete in all respect and containing the required enclosures (attested Photocopy) is sealed in a separate envelop and the commercial bid sealed in a separate envelop & both the sealed envelopes are kept and sealed in a suitable size of envelop. All envelop will be addressed to Sarchitnis, NDMVP Samaj Nashik
- 4. **Language:** The language of the Tender shall be in English.
- 5. **Documents to Accompany Tender:** The bidder shall submit the Documents mentioned in the clause 02 of Notice.
- 6. The bidders must have at least 03 (three) years' experience in this job and credentials of Rs. 5 Lakh annually in this business in the last three years. Credential Certificate in this regard must be furnished by the bidders along with their Tender.
- 7. The firm / agency must have requisite trade and other licenses to do the business of Electrical Equipment & Instrument for which the bid is being made.
- 8. **Earnest Money Deposit:** Each Tender must be accompanied with "Earnest Money Deposit" in the form of Demand Draft, as mentioned in the Notice Inviting Tender.

9. Forfeiture of Earnest Money:-

- i. If the Bidders withdraw their Bids after opening of the same or the successful bidders withdraw their Bids after approval of their rates.
- ii. If the successful bidders fails supply or refused either partial or total offer (Acceptance) made by The Institute.

10. Return of Earnest Money:-

- i. After finalization of the Tender, the deposited Earnest Money will be returned back to the unsuccessful bidders.
- ii. On receipt of Security Deposit, the deposited Earnest Money will be returned back to the successful Bidders.
- 11. **Deposition of Security Money:-** The Selected bidders must deposit the requisite amount of Security Money (Rs. 50,000.00) within the stipulated date specified in the acceptance letter. The approved firm shall deposit the Security Money in the form of Demand Draft/Bank Guarantee payable at Nashik duly pledged in favour of Sarchitnis NDMVP Samaj.

12. Forfeiture of Security Money:-

- a. In the event of failure to supply or maintain the equipment / instruments as per purchase order within the stipulated period, the security deposit may be forfeited.
- b. In that event, supply of the said equipment may be taken from the next lowest bidder vide the same purchase order at bidder's risk and cost without any farther reference, so that the loss incurred would be recoverable from the Security Deposit of the said bidder or from any sum due of which may become due to the bidders.
- c. If any material or individual item is damaged by the approved firm, cost of the same will be deducted from the deposited Security money of the bidder.

Refund of Security Deposit - After successful completion of entire supply and period of maintenance Security Deposit will be refunded, if not extended for further period.

13. Submission of Documents:-

- **a.** Each Tender must accompany attested photocopy of Pan Card, Trade License, Shop act / GST Registration Certificate, Professional Tax Registration Certificate, and Experience Certificate.
- **b.** The bidder must submit attested photocopy of Income Tax, GST Tax return of last three years.
- **c.** In case of SSI unit, current SSI certificate must be deposited by the bidder along with his Tender which is issued in favour of the bidder for this type of jobs.
- **d.** In case of Co-operative Society Limited, Companies etc. this type of jobs must be included in the object of their By-laws or MoA as the case may be.
- **e.** It must be mentioned clearly whether bidder is manufacturer/sole manufacturer/ Authorized agents for the items for which he is quoting.
- **f.** *Manufacturer* must add a certificate that item(s) is manufactured by them as per range of products.
- g. Sole Manufacturers must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt. and DGS & D for the similar item(s) and these are not higher than those quoted by them.
- h. *Authorized agents* must submit an authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals. The authorization letter must give/mention the purpose for which it will be allowed. The validity period of the authorization letter must be mentioned to the authority letter otherwise letter will be liable to rejection.

- 14. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered. The bidder must also mention whether the goods are imported / indigenous. Descriptive literature /catalogues must be attached with the tender in original failing which tender may be ignored.
- 15. **Sample Requirement:** One brochure as well sample of material in required quantity displaying clearly the sample product is to be procured as and when demanded by purchaser.

16. Submission of the Tender:-

- **a.** Bidder at their own cost shall have to submit Tender at the office of Sarchitnis, NDMVP Samaj Nashik within the schedule date and time as mentioned in the Tender Notification.
- b. The said sealed documental bids will be opened by the Tender Purchase Committee in the opening date & time.
- 17. **Rates :-** Rates should be clearly quoted in respect of each item. Final Rate should be quoted inclusive of all GST as well as transport loading unloading etc. All corrections must be initialed.
- 18. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of absence of any partners, it must be signed on his behalf by a person holding "Power of Attorney" authorizing him to do so. Such "Power of Attorney" is to be produced with the Tender and in the case of the firm, carried on by one member of Joint Family, it must be disclosed that the firm is duly registered under the 'Indian Partnership Act'.
- 19. Necessary proof as to the financial status of the individual and firm tendering is to be attested and submitted.
- 20. Tender Form with all relevant papers in details shall be essential part of the bid.
- 21. Before submission of the Tender, bidder shall sign each page of his Tender and all of its relevant papers with date. The additional alternative and or subtractive clause (if any) shall also to be signed by the bidder.
- 22. **Delivery Period:** Delivery period for supply of items would be **15/20 Days** from the effective date of order. Please note that Contract can be cancelled unilaterally by the Buyer or risk purchase initiated in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer.

- 23. **Time of Supply of Stores:** Supply of Stores will be strictly between 1000hrs-1700hrs along with delivery Challan / Invoice and Offloading of Stores is the responsibility of Contractor. No Supply will be accepted on Sundays & Holidays.
- 24. **Warranty:** The all goods/stores/equipments supplied by result of this contract/supply order shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained /mentioned against each item in the tender document/ supply order. The seller guarantees that the said goods/stores/equipments would continue to confirm to the description and quality aforesaid for a period of 12 months from the date of delivery/installation of the said goods/stores/equipments to the buyer or 15 months from the date of shipment/dispatch from the sellers work, whichever is earlier.
- 25. **Option Clause:** During the currency of the contract, the buyer (Sarchitnis NDMVP Samaj) can exercise an option to procure an additional 25% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
- 26. **Repeat Order Clause:** The buyer can order up to 50% quantity of the items under the present contract within one year from the date of supply/successful completion of the work, the cost, terms & conditions remaining the same. The bidder is to confirm acceptance of this clause. It would be entirely the discretion of the buyer to place the repeat order or not.
- 27. **Apportionment of Quantity:** If there is apprehension that the L 1 may not have the capacity to supply the entire requisite quantity within the defined time the order may be placed on L 2, L 3 and so on for the balance quantity at L 1 rates, provided this is acceptable to them. The ratio of splitting of supply order will be worked as per the capability of the L 1 firm.
- 28. **Liquidated Damage:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the goods/stores/equipments training, etc. as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract. The Buyer also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered, stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher that 15% of than value of delayed stores.

29. <u>Payment:</u> - Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract in the following manner. Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a. On delivery:

75 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- iii) Two copies of packing list identifying contents of each package;
- iv) Inspection certificate issued by the nominated person/committee/agency, if any.

b. On Acceptance:-

Balance 25% payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignee subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

Or

100% after acceptance of goods along with the documents quoted above.

- c. Payment will be released within 30 days subject to fulfillment of conditions in clause (a) and (b) above.
- 30. **Validity of Price:** Minimum up to one year from date of tender submission and it should be extendable.
- 31.**Incidental Services**:- The supplier shall be required to perform following services:
 - i) Training of Purchaser's electrician and Operators etc. for operating and maintaining the goods.
 - ii) Supplying required number of operations and maintenance manual for the goods.
- 32. The quantity not mentioned at present. (approximate 15 20 Lacs material will be required) It may upward/downward subject to the requirement of the Institute. Any minor deviation or variation will bear no financial effect. Owner / Organization will issuing annual rate contract tender copies with no financial commitment.

- 33. **Disputes:-** In the event of any dispute or disagreement arising between the bidder and any other department of Medical College with regards to the interpretation of "Terms & Conditions" stipulated herein or in the contract done, the same shall be referred to the Sarchitnis NDMVP Samaj whose decision will be final and binding upon the bidder.
- 32.Rate must be valid for entire tender period, which, if the Institute authority desires, may be extended for further period issuing proper notification.
- 33. The Sarchitnis NDMVP Samaj reserves all rights to accept or reject any Tender without showing any reason.
- 34. The Tender, submitted by the firm who have already been declared as Black Listed or whose contract was terminated for dissatisfactory supply or repairing works or who was unable to execute any repairing order in this hospital or in any other Hospital run by the state or central government., will not be considered even his being the lowest rate.
- 35.Regarding Supply Charges, Abnormal Low Rate or Abnormal High Rates (in comparison to the market Rate) will not be considered.
- 36. The approved firm, after supplying the equipments, have to deposit the spares (if any) to the in-charge of the respective user Department which should be shown clearly in the Service Reports duplicate copy of which must be furnished to the Medical Hospital Store.
- 37. Submission of the Tender by a bidder shall be taken to signify his acceptance of the above terms and conditions. Alterations, overwriting or erasures of any terms and conditions are not permitted.
- 38. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their tenders rejected out rightly.

39. Penalties for non-performance

The penalties to be imposed, at any stage, under this tender are;

- a) imposition of liquidated damages,
- b) forfeiture of EMD/performance security,
- c) termination of the contract,
- d) Blacklisting/debarring of the bidder

40. Termination of Contract

- a) **Termination for default**:- The Institute, without prejudice to any other contractual rights and remedies available to it (the Institute), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.
- b) In the event of the Institute terminates the contract in whole or in part, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Institute for the extra expenditure, if any, incurred by the Institute for arranging such procurement.
- c) Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.
- d) Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and or will accrue thereafter to the Institute.
- e) Termination for convenience: The Institute reserves the right to terminate the contract, in whole or in part for its (Institute) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate interalia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

41. Resolution of disputes:-

- a) If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.

SARCHITNIS NDMVP SAMAJ

I/We submit this tender after reading the tender notice, instruction of terms and conditions contained herein and accepted by me/us.

Sign / Seal Bidder

SPECIAL CONDITIONS OF ANNUAL RATECONTRACT

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RC/ Tender Document mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

- 1. **Performance Security.** Before signing of the Rate Contract, the successful Bidder will be required to furnish a **Performance Security** by way of DD / **PBG** for a sum equivalent to Rs. 50,000.00. It's approximately 10% of the total Contract value arrived at by multiplying the anticipated annual requirement with the price quoted by the Bidder (lowest quoted price).
- 2. **Parallel Rate Contract.** In case it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item or where it is desirable to have a wider vendor base due to criticality of the items, it may become desirable to conclude parallel RCs with more than one firm. The Principal, based on the merit of each case, may decide the number of firms to be awarded RC for an item in order to have a wider choice.
- 3. The Buyer reserves the right to purchase the contracted goods through School Run Canteen (Canteen Stores Department), in case available, without entering into Parallel Rate Contract.
- 4. The Buyer as well as the supplier may withdraw the rate contract within 30 days of serving suitable notice to the other party.
- 5. The purchaser has the option to renegotiate the price with the rate contract holders.
- 6. In case of emergency, the purchaser may purchase the same item through ad hoc contract with a new supplier.
- 7. The purchaser and the authorized users of the rate contract will be entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms and conditions of the rate contract.
- 8. **Fall Clause.** The rate contract will be guided by "**Fall Clause**", which provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the

currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days' time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice. However, if the parallel rate contract holders attempt to grab more orders by unethical means by announcing reduction of their price (after getting the rate contract) under the guise of Fall Clause and their performances are not found to be up to the mark, appropriately severe action should be taken against them including deregistering them, suspending business deals with them, terminating the contract or any other action as deemed fit by the Buyer.

9. Risk & Expense clause.

- a. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller **24 hrs** to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b. Should the stores or any installment thereof not be in accordance with the specifications / parameters agreed by the Seller, the Buyer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c. In case of a material breach that was not remedied within **24 hrs**, the Buyer shall, having given the right of first refusal to the Seller be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good:
 - i. Such default.
 - ii. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- d. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Seller. Such recoveries shall not exceed 10% of the value of the contract."

10. Force Majeure clause.

- e. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- f. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- g. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- h. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- i. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

- 11. **Specification**. The following Specification clause will form part of the contract placed on successful Bidder The Seller guarantees to meet the specifications as per Part-II of RC/ Tender Document.
- 12. **Earliest Acceptable Year of Manufacture / Production :** Unexpired goods manufactures not earlier than January 2020.
- 13. **Transportation**. Seller will bear the costs and freight necessary to bring the goods at Medical Hospital & Search Center Building at Vasant Dada Nagar, Adgaon Nashik of NDMVP Samaj, Nashik.
- 14. **Packing and Marking**. The following Packing and Marking clause will form part of the contract placed on successful Bidder;
 - j. The Seller shall provide packing and preservation of the goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling.
 - k. The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force.
- 15. **Quality**. The quality of the stores delivered according to the present Contract shall correspond to the conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RC/ Tender Document.
- 16. **Quality Assurance.** The item should be of the latest manufacture, conforming to the current production standard and preferably having 100% defined life at the time of delivery.
- 17. **Inspection Authority**. The Inspection will be carried out by Engineer Incharge / Electrical Consultant at the Factory or Go down at Seller's cost. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

Sign / Seal Bidder

NDMVP SAMAJ NASHIK

SUPPLY OF VARIOUS TYPES OF ELECTRICAL MATERIAL (ANNUAL RATE CONTRACT) MEDICAL HOSPITAL & SEARCH CENTER BUILDING AT VASANT DADA NAGAR, ADGAON NASHIK

SCHEDULE OF QUANTITIES (SCHEDULE - B) S.No. Item GST Percentage Total Rates Basic Rate Amount Qty. Unit 20 MM PVC Casing Capping - ISI Mark 1 Precision / MODI 1 Meter 2 25 MM PVC Casing Capping - ISI Mark Precision / MODI 1 Meter 3 32 MM PVC Casing Capping - ISI Mark Precision / MODI 1 Meter 4 38 MM PVC Casing Capping - ISI Mark Precision / MODI 1 Meter 50MM PVC Casing Capping - ISI Mark Precision / MODI 5 1 Meter 20 MM PVC Pipe (MMS) Precision / MODI 6 1 Meter 7 25 MM PVC Pipe (MMS) Precision / MODI Meter 8 32 MM PVC Pipe (MMS) Precision / MODI Meter 9 20 MM Coupling (MMS) Precision / MODI 1 Nos 10 25 MM Coupling Precision / MODI 1 Nos 32 MM Coupling Precision / MODI 11 1 Nos 20MM Bend Precision / MODI 12 1 Nos 13 25MM Bend Precision / MODI 1 Nos 14 32MM Bend Precision / MODI 15 20MM 1Way Junction Precision / MODI 1 Nos 16 20MM 2Way Junction Precision / MODI 1 Nos 17 20MM 3Way Junction Precision / MODI Nos 20MM 4Way Junction Precision / MODI 18 1 Nos 19 25MM 1Way Junction Precision / MODI 1 Nos 20 25MM 2Way Junction Precision / MODI 1 Nos 21 25MM 3Way Junction Precision / MODI Nos 22 25MM 4Way Junction Precision / MODI 1 Nos 23 20mm Flexible Pipe Precision / MODI 1 Nos 25mm Flexible Pipe Precision / MODI Nos PVC Solvent Adhesive solution Precision / MODI 25 250 ML 1 GI Screws - Size 25/8 Samart Make 27 GI Screws - Size 35/8 Samart Make 1 Box 28 GI Screws - Size 50/8 Samrat Make Box 1 29 GI Screws - Size 60/8 Samrat Make 1 Box GI Screws - Size 75/8 Samrat Make 30 Box Anchor type fastener Fan hook, with 2 Nos 31 1 Local Nos. of 10mm dia x 75 mm long 'B' grade G.I.pipe down rod with White Paint 32 Local 1 Nos. 450 mm Length 'B' grade G.I.pipe down rod with White Paint 450 mm Length Local Nos. Rawal Plug PVC 34 Grip 1 Box Insulation Tape (For Electric Use) 35 Anchor / Steel Grip 1 Nos. 18 Module surface box Anchor / Press Fit 36 Nos Anchor / Press Fit 37 16 Module surface box 1 Nos

Nos

1

Anchor / Press Fit

38

12 Module surface box

S.No.	Item	Make	Qty.	Unit	Basic Rate	GST Percentage	Total Rates	Amount
39	8 Module surface box	Anchor / Press Fit	1	Nos				
40	6 Module Surface Box	Anchor / Press Fit	1	Nos				
41	4 Module Surface Box	Anchor / Press Fit	1	Nos				
42	3 Module Surface Box	Anchor / Press Fit	1	Nos				
43	2 Module Surface Box	Anchor / Press Fit	1	Nos				
44	18 Module Top / External Plate	Anchor Roma	1	Nos				
45	16 Module Top / External Plate	Anchor Roma	1	Nos				
46	12 Module Top / External Plate	Anchor Roma	1	Nos				
47	8 Module Top / External Plate	Anchor Roma	1	Nos				
48	6 Module Top / External Plate	Anchor Roma	1	Nos				
49	4 Module Top / External Plate	Anchor Roma	1	Nos				
50	3 Module Top / External Plate	Anchor Roma	1	Nos				
51	2 Module Top / External Plate	Anchor Roma	1	Nos				
52	1 Module Top / External Plate	Anchor Roma	1	Nos				
53	6Amp 1way Switch One Module	Anchor Roma	1	Nos				
54	6Amp 2way Switch One Module	Anchor Roma	1	Nos				
55	16Amp 1way Switch wih Indicator One Module	Anchor Roma	1	Nos				
56	6Amp 2 Pin Socket	Anchor Roma	1	Nos				
57	6Amp 3 / 5 Pin Socket Modular Type	Anchor Roma	1	Nos				
58	16/6Amp 6 Pin Universal Socket Modular	Anchor Roma	1	Nos				
59	Bell Push with Indicator One Module	Anchor Roma	1	Nos				
60	1Md Indicator Modular Type	Anchor Roma	1	Nos				
61	Telephone Jack Type Socket One Module	Anchor Roma	1	Nos				
62	RJ -45 LAN Socket One Module	Anchor Roma	1	Nos				
63	RJ - 6 TV Socket One Module	Anchor Roma	1	Nos				
64	USB Charging Socket One Module	Anchor Roma	1	Nos				
65	One Module Step Regulator 400 / 450 W	Anchor Roma	1	Nos				
66	Two Module Step Regulator 400 / 450 W	Anchor Roma	1	Nos				
67	Sinlge Module Blank Plate	Anchor Roma	1	Nos				
68	18/20Watt LED Tube Set 4feet	Philips / Crompton / Wipro	1	Nos				
69	18/20Watt LED Tube For Retro Fitting	Philips / Crompton / Wipro	1	Nos				
70	LED 9W Batten 2feet	Philips / Crompton / Wipro	1	Nos				
71	LED 4W Batten 1feet	Philips / Crompton / Wipro	1	Nos				
72	2x2 34Watt LED Panel Conealed /Surface	Philips / Crompton / Wipro	1	Nos				
73	1x1 18Watt LED Panel Concealed /Surface	Philips / Crompton / Wipro	1	Nos				
74	15Watt LED Panel Concealed /Surface	Philips / Crompton / Wipro	1	Nos				
75	12Watt LED Panel Concealed /Surface	Philips / Crompton / Wipro	1	Nos				
76	10Watt LED Panel Concealed /Surface	Philips / Crompton / Wipro	1	Nos				
77	3W LED Bulb	Philips / Crompton / Wipro	1	Nos				
78	5W LED Bulb	Philips / Crompton / Wipro	1	Nos				

79 7W LED Bulb 80 9W LED Bulb 81 12W LED Bulb 82 14W LED Bulb 83 18W LED Bulb		Philips / Crompton / Wipro Philips / Crompton / Wipro	1	Nos		
81 12W LED Bulb 82 14W LED Bulb 83 18W LED Bulb		Philips / Crompton / Wipro				
82 14W LED Bulb 83 18W LED Bulb			1	Nos		
83 18W LED Bulb		Philips / Crompton / Wipro	1	Nos		
		Philips / Crompton / Wipro	1	Nos		
04 45141-411-55-51		Philips / Crompton / Wipro	1	Nos		
84 45Watt LED Flood I	ight	Philips / Crompton / Wipro	1	Nos		
85 60Watt LED Flood I	ight	Philips / Crompton / Wipro	1	Nos		
86 100Watt LED Flood	Light	Philips / Crompton / Wipro	1	Nos		
87 150 Watt Flood Ligh	nt	Philips / Crompton / Wipro	1	Nos		
88 18 Watt LED Street	Light	Philips / Crompton / Wipro	1	Nos		
89 24 Watt LED Street	Light	Philips / Crompton / Wipro	1	Nos		
90 36 Watt LED Street	Light	Philips / Crompton / Wipro	1	Nos		
91 60 Watt LED Street	Light	Philips / Crompton / Wipro	1	Nos		
92 20 Watt Glaze LED	Tube Set	Philips / Crompton / Wipro	1	Nos		
93 T8 - 36 Watt Tube r	od 4' Length	Philips / Crompton / Wipro	1	Nos		
94 T8 - 18 Watt Tube r	od 2' Length	Philips / Crompton / Wipro	1	Nos		
95 LED Driver 12 Watt		Philips / Crompton / Wipro	1	Nos		
96 LED Driver 15Watt		Philips / Crompton / Wipro	1	Nos		
97 LED Driver 18Watt		Philips / Crompton / Wipro	1	Nos		
98 36 Watt PL Tube		Philips / Crompton / Wipro	1	Nos		
99 18 Watt PL Tube		Philips / Crompton / Wipro	1	Nos		
100 11 Watt PL Tube		Philips / Crompton / Wipro	1	Nos		
101 1 X 36 Watt Slim Ba	allast	Philips / Crompton / Wipro	1	Nos		
102 1 X 18 Watt Ballast		Philips / Crompton / Wipro	1	Nos		
103 36 Watt Tube Starte	er	Philips / Crompton / Wipro	1	Nos		
104 Tube side holder for	36W T-8	LOCAL	1	Nos		
105 Tube side holder for	36W PL	LOCAL	1	Nos		
106 PVC Square Box 3	X 3	Press Fit	1	Nos		
107 PVC Square Box 4	X 4	Press Fit	1	Nos		
108 PVC Square Box 7	X 4	Press Fit	1	Nos		
109 PVC Square Box 6	X 8	Press Fit	1	Nos		
110 PVC Square Box 8	X 10	Press Fit	1	Nos		
111 PVC Square Box 10) X 12	Press Fit	1	Nos		
112 PVC Square Box 12	! X 12	Press Fit	1	Nos		
113 FRP Box 8 X 10		National	1	Nos		
114 Angle Holder		Press Fit	1	Nos		
115 Ceiling Rose		Press Fit	1	Nos		
116 6A Connector Strips	s-10 Connector	Press Fit	1	Nos		
117 6-32 Amp Single Po	ele MCB 10KA	L& T / Legrand / Schneider	1	Nos		

S.No.	Item	Make	Qty.	Unit	Basic Rate	GST Percentage	Total Rates	Amount
118	20 - 32Amp Double Pole MCB 10KA	L& T / Legrand / Schneider	1	Nos				
119	40Amp Double Pole MCB 10 KA	L& T / Legrand / Schneider	1	Nos				
120	63Amp Double Pole MCB 10KA	L& T / Legrand / Schneider	1	Nos				
121	32Amp Tripal Pole MCB 10KA	L& T / Legrand / Schneider	1	Nos				
122	40Amp Tripal Pole MCB 10KA	L& T / Legrand / Schneider	1	Nos				
123	63Amp Tripal Pole MCB 10KA	L& T / Legrand / Schneider	1	Nos				
124	32Amp Four Pole MCB 10KA	L& T / Legrand / Schneider	1	Nos				
125	40Amp Four Pole MCB 10KA	L& T / Legrand / Schneider	1	Nos				
126	63Amp Four Pole MCB 10KA	L& T / Legrand / Schneider	1	Nos				
127	40 Amp Two Pole RCCB 100 MA	L& T / Legrand / Schneider	1	Nos				
128	40 Amp Four Pole RCCB 100 MA	L& T / Legrand / Schneider	1	Nos				
129	63 Amp Four Pole RCCB 100 MA	L& T / Legrand / Schneider	1	Nos				
130	100Amp 4 Pole MCCB 10KA	L& T / Legrand / Schneider	1	Nos				
131	160Amp 4 Pole MCCB 16KA	L& T / Legrand / Schneider	1	Nos				
132	200Amp 4 Pole MCCB 16KA	L& T / Legrand / Schneider	1	Nos				
133	300Amp 4 Pole MCCB 35KA	L& T / Legrand / Schneider	1	Nos				
134	400Amp 4 Pole MCCB 35KA	L& T / Legrand / Schneider	1	Nos				
135	4 Way double door TPN DB including Busbar, internal & mounting Accessories	L& T / Legrand / Schneider	1	Nos				
136	6 Way double door TPN DB Busbar, internal & mounting Accessories	L& T / Legrand / Schneider	1	Nos				
137	8 Way double door TPN DB Busbar, internal & mounting Accessories	L& T / Legrand / Schneider	1	Nos				
138	8 Way double door VTPN DB Busbar, internal & mounting Accessories	L& T / Legrand / Schneider	1	Nos				
139	8 Way double door SPN DB Busbar, internal & mounting Accessories	L& T / Legrand / Schneider	1	Nos				
140	12 Way double door SPN DB Busbar, internal & mounting Accessories	L& T / Legrand / Schneider	1	Nos				
141	DB Mounted Blanking Paltes							
142	4P MCB Enclosure	L& T / Legrand / Schneider	1	Nos				
143	2P MCB Enclosure	L& T / Legrand / Schneider	1	Nos				
144	20Amp 3 industrial 3 Pin Top Three Phase Industrial Box without MCB	L& T / Legrand / Schneider	1	Nos				
145	20Amp 3 industrial 3 Pin Top Single Phase Industrial Box without MCB	L& T / Legrand / Schneider	1	Nos				
146	100 Amp MCCB Single Pole	L& T / Legrand / Schneider	1	Nos				
147	200 Amp MCCB Single Pole	L& T / Legrand / Schneider	1	Nos				
148	DOL Starter for Motor up to 3 HP	L&T	1	Nos				
149	DOL Starter for Motor up to 5 HP	L&T	1	Nos				
150	Star Delta Starter for Motor up to 10 HP	L&T	1	Nos				
151	Water Pump Level Controller with Standard Protection UV / OV / Dry run etc,.	ISI Mark / Laxmi	1	Nos				
152	3 Phase Digital Energy Meter 10-40 Amp	HPL/ L & T / Rishabh	1	Nos				
153	1 Phase Digital Energy Meter 10-30Amp	HPL/ L & T / Rishabh	1	Nos				
154	Industrial Panel Mounted Connecter For 10 Sq mm Cables	Elmex / Connectwell	1	Nos				
155	Industrial Panel Mounted Connecter For 16 Sq mm Cables	Elmex / Connectwell	1	Nos				
156	Industrial Panel Mounted Connecter For 25 Sq mm Cables	Elmex / Connectwell	1	Nos				
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S.No.	Item	Make	Qty.	Unit	Basic Rate	GST Percentage	Total Rates	Amount
157	Industrial Panel Mounted Connecter For 35 Sq mm Cables	Elmex / Connectwell	1	Nos	Basic Nate	COTTCIOCHAGE	Total Nates	Amount
158	Industrial Panel Mounted Connecter For 50 Sq mm Cables	Elmex / Connectwell	1	Nos				
159	1 sq.mm. PVC copper wire (FRLS Any Colors)	Polycab / Finolex	1	90 Mtr Coil				
160	1.5 sq.mm. PVC copper wire (FRLS Any Colors)	Polycab / Finolex	1	90 Mtr Coil				
161	2.5 sqmm PVC copper wire (FRLS Any Colors)	Polycab / Finolex	1	90 Mtr Coil				
162	4 sq.mm PVC copper wire (FRLS Any Colors)	Polycab / Finolex	1	90 Mtr Coil				
163	6 sq.mm PVC copper wire (FRLS Any Colors)	Polycab / Finolex	1	90 Mtr Coil				
164	10 sq.mm PVC copper wire (FRLS Any Colors)	Polycab / Finolex	1	90 Mtr Coil				
165	1.5sq.mm.3 Core Copper Flexible cable	Polycab / Finolex	1	100 Mtr Coil				
166	2.5sq.mm.3 Core Copper Flexible cable	Polycab / Finolex	1	100 Mtr Coil				
167	4sq.mm.4 Core CopperFlexibale cable	Polycab / Finolex	1	100 Mtr Coil				
168	6sq.mm.4 Core Copper Flexibale cable	Polycab / Finolex	1	100 Mtr Coil				
169	Flexibale Wire 23 x 36	Polycab / Finolex	1	70 Mtr Coil				
170	Flexibale Wire 40 x 36	Polycab / Finolex	1	70 Mtr Coil				
171	Telephone Wire 2pair	Polycab / Finolex	1	100 Mtr Coil				
172	Cat 5 Cable	Polycab / Finolex	1	305 Mtr Box				
173	Cat 6 Cable	Polycab / Finolex	1	305 Mtr Box				
174	6sqmm X 4 Core Aluminum Armed Cable	Polycab / Finolex	1	Mtr				
175	10sqmm X 4 Core Aluminum Armed Cable	Polycab / Finolex	1	Mtr				
176	16sqmm X 4 Core Aluminum Armed Cable	Polycab / Finolex	1	Mtr				
177	25sqmm X 3.5 Core Aluminum Armed Cable	Polycab / Finolex	1	Mtr				
178	35sqmm X 3.5 Core Aluminum Armed Cable	Polycab / Finolex	1	Mtr				
179	50sqmm X 3.5 Core Aluminum Armed Cable	Polycab / Finolex	1	Mtr				
180	70sqmm X 3.5 Core Aluminum Armed Cable	Polycab / Finolex	1	Mtr				
181	95sqmm X 3.5 Core Aluminum Armed Cable	Polycab / Finolex	1	Mtr				
182	120sqmm X 3.5 Core Aluminum Armed Cable	Polycab / Finolex	1	Mtr				
183	2.5 sqmm X 3 Core Copper Submerssible cable	Polycab / Finolex	1	Mtr				
184	4 sqmm X 3Core Copper Submerssible cable	Polycab / Finolex	1	Mtr				
185	10 Pair telephone cable Armed	Polycab / Finolex	1	Mtr				
186	20 Pair telephone cable Armed	Polycab / Finolex	1	Mtr				
187	10sqmm Alu. Lugs Ring Type	Dowells	1	Nos				
188	16sqmm Alu. Lugs Ring Type	Dowells	1	Nos				
189	25sqmm Alu. Lugs Ring Type	Dowells	1	Nos				
190	35sqmm Alu. Lugs Ring Type	Dowells	1	Nos				
191	50sqmm Alu. Lugs Ring Type	Dowells	1	Nos				
192	70sqmm Alu. Lugs Ring Type	Dowells	1	Nos				
193	95sqmm Alu. Lugs Ring Type	Dowells	1	Nos				
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S.No.	Item	Make	Qty.	Unit	Basic Rate	GST Percentage	Total Rates	Amount
194	120sqmm Alu. Lugs Ring Type	Dowells	1	Nos				
195	1200 MM Ceiling Fan White 5 Star (Low Watts Loss)	Crompton	1	Nos				
196	1400 MM Ceiling Fan White High Speed	Crompton	1	Nos				
197	400 MM Wall Fan White High Speed	Crompton/ Bajaj / Havells	1	Nos				
198	400 MM Pedastal Fan White High Speed	Crompton/ Bajaj / Havells	1	Nos				1
199	375/380 mm heavy duty Exhaust Fan	Crompton/ Bajaj / Havells	1	Nos				1
200	300 MM Exhaust Fan	Crompton/ Bajaj / Havells	1	Nos				
201	18" Air Circulator Wall Mount	Crompton/ Bajaj / Havells	1	Nos				
202	24" Air Circulator Wall Mount	Crompton/ Bajaj / Havells	1	Nos				
203	Fan Regulator S/F Type	Elegant / Local	1	Nos				
204	Fan Capacitor	Elegant / Local	1	Nos				
205	6Amp 1way Switch Piyano Type	Anchor / Great White	1	Nos				
206	16Amp 1way Switch Piyano Type	Anchor / Great White	1	Nos				
207	6Amp 2/3 pin Socket Anchor Penta	Anchor / Great White	1	Nos				
208	6/16Amp 6 pin Socket Anchor Penta Type	Anchor / Great White	1	Nos				
209	6/16Amp S.S.Combine with Box Anchor Penta	Anchor / Great White	1	Nos				
210	6Amp Bell Push	Anchor / Great White	1	Nos				
211	30Amp DP Main Switch S/f Type	Anchor / Great White	1	Nos				
212	6Amp 3Pin Top	Anchor / Great White	1	Nos				
213	16Amp 3pin Top	Anchor / Great White	1	Nos				
214	Heating Element 1000W	Local/Power Pack	1	Nos				
215	Heating Element 1500W	Local/Power Pack	1	Nos				
216	Heating Element 2000W	Local/Power Pack	1	Nos				
217	Room Heater with Thermostat	Bajaj /Oreva/Local	1	Nos				
218	Instant Water Heater	Racold / Crompton / Bajaj	1	Nos				
219	15Litr Storage Type Water Gyser	Racold / Crompton / Bajaj	1	Nos				
220	15Litr Storage Type Water Gyser	Racold / Crompton / Bajaj	1	Nos				
221	Spike Guared of 5 Nos. Socket with three pin top	Anchor / Great White	1	Nos				
							TOTAL AMOUNT	
Discount if any%								
SAY AMOUNT								
Note								
1) Above rate Should be inclusive of Transport / Loading / unloading / Insurance etc.								
2) Mentioned the Standard Replacement 1 / 2 / 3 / 5 / 10 Year warrantry / Guratntee in front of Materials.								